

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.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – June 28, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

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

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Reverend Tim Backus, Christ 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. Presentations - Recognition of the following local winners of the National Association of Natural Resource Extension Professionals (ANREP), the Florida Extension Association of Family and Consumer Sciences (FEAFCS), the Florida Association of Extension 4-H Agents (FAE4-HA), and the National Association of County Agricultural Agents (NACAA) awards:

ANREP International Service Award
Bronze Award – Reaching Out to the World Without Leaving the County,
University of Florida

Carrie Stevenson Elizabeth Bolles
Libbie Johnson Kay Brown
Pamela Allen M. Allison Meharg
Dorothy Lee Dave Mills
Angela Hinkle

ANREP Outstanding Team Award
Silver Award – A Multidisciplinary Field Trip on the Perdido River, University of
Florida

Elizabeth Bolles
Carrie Stevenson
Libbie Johnson
Shauna Jones

ANREP Poster Presentation Awards
First Place – Northwest Florida Natural Resources Agents Respond to the Gulf
Oil Spill

Carrie Stevenson

ANREP Poster Presentations Honorable Mentions
Green Roof Design: The Challenges and Successes of Partnerships, Plant
Selection, and Survival of the Largest Green Roof in Florida

Carrie Stevenson

FEAFCS "School Wellness" Award

Pamela Allen Libbie Johnson
Elizabeth Bolles Dorothy Lee
Kay Brown M. Allison Meharg
Angela Hinkle Carrie Stevenson

FEAFCS "Family Health and Wellness" Award

Dorothy Lee
Angela Hinkle

FAE4-HA "World Citizenship in 4-H Youth Development" Award

Pamela Allen Libbie Johnson
Elizabeth Bolles Dorothy Lee
Kay Brown M. Allison Meharg
Angela Hinkle Carrie Stevenson

FAE4-HA "Search for Program Excellence" Award

Pamela Allen Libbie Johnson
Elizabeth Bolles Dorothy Lee
Kay Brown M. Allison Meharg
Angela Hinkle Carrie Stevenson

FAE4-HA Literature Award

M. Allison Meharg

FAE4-HA "Promotional Package Team" Communicator Award

Libbie Johnson
Carrie Stevenson

NACAA National Winner – Search for Excellence in Sustainable Agriculture
USDA/SARE (U.S. Department of Agriculture/Sustainable Agriculture Research
and Education Program)

M. Allison Meharg
Libbie Johnson

NACAA National Winner – Search for Excellence in Young, Beginning, and
Small Farmers/Ranchers

Libbie Johnson
M. Allison Meharg

NACAA National Finalist – Agriculture Awareness and Appreciation Award

Libbie Johnson

7. Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming June 21, 2012, as "Dump the Pump Day" in Escambia County.

8. Retirement Proclamations:

A. Recommendation: That the Board adopt the following two Retirement Proclamations:

A. The Proclamation commending and congratulating Carl W. Few, Equipment Operator III, Public Works Department, on his retirement after 38 years of service; and

B. The Proclamation commending and congratulating Lawrence G. McCurry, Relief Emergency Medical Specialist, Public Safety Department, on his retirement after 15 years of service.

B. Recommendation: That the Board adopt the Proclamation commending and congratulating Shirley L. Gafford, Program Coordinator, County Administrator's Office, on her retirement after 37 years of exemplary service and dedication to the citizens of Escambia County.

(PROCLAMATION TO BE DISTRIBUTED UNDER SEPARATE COVER).

9. Written Communication - Requests for Relief of Liens:

- A. May 28, 2012- Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to a Code Enforcement Lien against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against properties located at 417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC owns 19 properties in Escambia County.

- B. May 29, 2012 (second request) - Email communication from Heidi Rogers, American Homeowner Preservation, LLC, on behalf of American Homeowner Preservation Fund, L.P., requesting that the Board provide relief of the one-time fine, in the amount of \$5,000, relative to a Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Heidi Rogers, on behalf of American Homeowner Preservation Fund, L.P., has no other recourse but to appeal before the Board under Written Communication. American Homeowners Preservation Fund, L.P., has offered to pay all hard cost associated with the lien.

- C. June 12, 2012 - Email communication from Fred Gunther, Gunther Properties, LLC, requesting that the Board provide relief of Code Enforcement Liens against properties located at 920 North 63rd Avenue and 6340 Louisville Avenue, owned by Mary Pearson, in exchange for Ms. Pearson deeding the property located at 920 North 63rd Avenue to Escambia County and paying the hard costs, in the amount of \$3,300.

Recommendation: That the Board review and consider lien relief request made by Fred Gunther against properties located at 920 North 63rd Avenue and 6340 Louisville Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Fred Gunther, Gunther Properties, LLC, has no other recourse but to appeal before the Board under Written Communication. Fred Gunther has offered to pay all hard cost associated with the liens.

10. Written Communication - Request for Funding.

June 14, 2012- Email communication from Jennifer Ponson, Coordinator, Student and Program Outreach, Pensacola State College, seeking support from the Board for the 2013 Skills USA State Conference and Worlds of Possibilities Career Expo through Bed Tax dollars to assist with cost of the Pensacola Civic Center and production of the event.

11. 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.

12. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing an EDATE for Ascend Performance Materials, LLC.

Recommendation: That the Board adopt an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC, for 62% of their business expansion for up to 10 years.

13. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing certain septic tank regulations pursuant to HB 1263 (2012).

Recommendation: That the Board adopt an Ordinance repealing certain septic tank regulations pursuant to House Bill (HB) 1263 (2012).

14. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Escambia County Governmental Complex, Suite 130

1. I. Consent Agenda

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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

A. The following two Payroll Expenditures:

(1) Pay Date June 8, 2012, in the amount of \$2,089,709.34; and

(2) Pay Date June 22, 2012, in the amount of \$2,165,611.07;

B. The following three Disbursement of Funds:

(1) May 31, 2012, to June 6, 2012, in the amount of \$11,533,864.22;

(2) June 7, 2012, to June 13, 2012, in the amount of \$3,368,120.36; and

(3) June 14, 2012, to June 20, 2012, in the amount of \$4,809,888.47;

C. Budget Comparison Reports for eight (8) months, or 66.67%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of May 31, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of May 31, 2012; and

(3) General Fund graph of two-year comparison of actual revenues vs. actual expenditures as of May 31, 2012; and

D. The Investment Report for the month ended May 31, 2012.

2. Recommendation Concerning Proclamation Declaring State of Local Emergency (by Chairman of BCC)

That the Board accept, for filing with the Board's Minutes, the Proclamation Declaring State of Local Emergency (by Chairman of BCC) due to the imminent threat of severe flooding resulting from the rain event of June 9, 2012, effective for seven (7) days beginning at 2:46 p.m., Central Time, June 9, 2012, as enacted by the Chairman and provided to the Clerk to the Board during the Level 1 Activation of the Escambia County Emergency Operations Center of the same date, and transmitted to the Florida Department of State, via Federal Express, on June 11, 2012.

3. Recommendation Concerning Approval of Public Official Bonds for Santa Rosa Island Authority Board Members

That the Board approve the Public Official Bonds, through McMahon-Hadder Insurance, Inc., as Bonding Company, to be executed by all Commissioners and filed with the SRIA, for the following two appointees to the Santa Rosa Island Authority (SRIA) Board:

A. Western Surety Company Bond No. 61379133, in the amount of \$10,000, for Elwyn D. Guernsey, effective July 12, 2012, for an indefinite term; and

B. Western Surety Company Bond No. 61379137, in the amount of \$10,000, for David Pavlock, effective July 12, 2012, for an indefinite term.

4. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. Closing documents related to the sale of surplus property, located at 811 Grandview Street, to Pensacola Habitat for Humanity, Inc., as approved by the Board on July 21, 2011, and received in the Clerk to the Board's Office on May 30, 2012;

B. *Modification #03 to Escambia County DCA CDBG Contract #10DB-D4-01-27-01-K08* between the State of Florida, Department of Economic Opportunity, and Escambia County, as executed by the Chairman on April 17, 2012, based on the Board's January 7, 2010, approval to submit the application and the June 17, 2010, acceptance of the Grant Contract, and received in the Clerk to the Board's Office on June 8, 2012; and

C. *DEP Contract No. WM920 Amendment No. 2*, as executed by the Chairman on March 29, 2012, based on the Board's action of December 7, 2006, approving a Grant Agreement with the Florida Department of Environmental Protection (DEP) for a Green Roof for the County's new One Stop Building, and received in the Clerk to the Board's Office on June 20, 2012.

5. Recommendation Concerning Pensacola Chamber of Commerce Performance Audit

That the Board accept, for filing with the Board's Minutes, the performance audit review entitled *Assistance in Evaluation of the Cost-Effectiveness of County*, as prepared by Kaye Kendrick, CPA; the audit was conducted to assist the County in evaluating the use of Economic Development Funds and Tourist Development Taxes in the County; no written response was received from the Chamber; the report outlines several points, as follows, which the County should consider:

- Better accountability and demonstration of results could be achieved with consistency and validation in performance reporting
- Data collected indicates economic results in excess of County funds expended have been realized for business retention; however, results based upon existing data are inconclusive for tourism promotion
- More economic opportunities may be realized with further analysis and study of data trends
- Desired results and accountability over contracted vendors could be ensured with performance-based contracting methodology
- Continued enhancements of the effectiveness and efficiency of the Chamber accounting system and controls is needed

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

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

- A. Approve the Minutes of the Regular Board Meeting held June 7, 2012; and
- B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 14, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on May 14, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 14, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Cases Z-2012-08, Z-2012-09 and Z-2012-11 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.: **Z-2012-08**
Address: 200 Becks Lake Rd
Property Reference No.: 11-1N-31-1000-002-001
Property Size: 188.61(+/-) acres
From: VAG-1, Village Agriculture
To: ID-1, Light Industrial District(cumulative)applicant changed request from ID-2 to ID-1
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C "Buddy" Page, Agent for Figure 8(Florida) LLC, owners
Planning Board Recommendation: Approval of new request to ID-1
Speakers: Wiley C "Buddy" Page, Agent

2. Case No.: **Z-2012-09**
Address: 2006 Border St
Property Reference No.: 16-2S-30-2300-001-023
Property Size: 2.23 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density & ID-1, Light Industrial District (cumulative) (no residential uses allowed)
To: ID-2, General Industrial District (noncumulative)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Rick Evans of Evans Contracting, Inc.

Planning Board
Recommendation:

Denial

Speakers:

Wiley C. "Buddy" Page, Agent
Ronald Stewart

3. Case No.:

Z-2012-11

Address:

11 Eden Ln

Property Reference No:

02-1N-31-3402-000-009

Property Size:

9.55 (+/-) acres

From:

V-4, Villages Multifamily Residential District

To:

VR-2, Villages Rural Residential District

FLU Category:

MU-S, Mixed Use Suburban

Commissioner District:

5

Requested by:

Carol Simpson, Agent for John Huelsbeck, Mary J.
Moye and Linda Aligood, Owners

Planning Board
Recommendation:

Approval

Speakers:

Carol Simpson, Agent
Edna Frances Lee

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 14, 2012, 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. A Public Hearing Concerning the Review of an LDC Ordinance Article 6 "Zoning Category"

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6 "Zoning Districts," to create a zoning designation "C-2NA" under the C-2 Zoning district.

4. 5:47 p.m. A Public Hearing Concerning the Review of an Ordinance Article 13, SRIA Design Guidelines for Signs

That the Board of County Commissioners (BCC) review and adopt an Ordinance prepared by the Santa Rosa Island Authority (SRIA) amending Article 13, Section 13.22.03 to add standards and guidelines for new and existing businesses for wall signs and outdoor displays.

5. 5:48 p.m. Public Hearing Concerning the Brickton Borrow Pit

That the Board review and approve the proposed land clearing debris (LCD) facility and reclamation use of the existing Brickton Borrow Pit located at 8700 North Highway 29, Molino, FL, requested by C.R. Campbell, owner and operator.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. **Thursday July 12, 2012**

1. 5:45 p.m. - A Public Hearing - LDC Ordinance Article 3 Definitions - Criteria for Local Roadways
2. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13 - Floodplain Management SRIA
3. 5:47 p.m. - A Public Hearing - Moratorium of Rezonings in AIPD Areas

B. **Thursday July 26, 2012**

1. 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 July 9, 2012:

Case No.:	Z-2012-12
Address:	Hanks Rd
Property Reference No.:	14-5N-31-2301-000-000
Property Size:	7.01 (+/-) acres
From:	P, Public District
To:	VAG-1, Villages Agriculture District
FLU Category:	REC, Recreational
Commissioner District:	5
Requested by:	Kale Schneider, Owner

2. 5:46 p.m. - A Public Hearing - Review of Small Scale Amendment (SSA) 2012-02
3. 5:47 p.m. - A Public Hearing - Review of Large Scale Amendment (CPA) 2012-02

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections 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 Enterprise Zone Development Agency Appointment - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the June 28, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, concerning the Enterprise Zone Development Agency (EZDA) Board, appointing Dr. Andrew G. Armani, owner, Navy Boulevard Animal Hospital, as a Business Representative operating within the Enterprise Zone area, effective immediately and running until March 2014. This appointment is made in order to replace Jay Bradshaw and will fulfill his remaining two-year term.

3. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the Request for Disposition of Property Form for the Information Technology Department for two items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning the Request for Disposition of Property for the State Attorney's Office - Charles Bourne, State Attorney's Office MIS Director

That the Board approve the 4 Request for Disposition of Property Forms for the State Attorney's Office for 20 items of equipment, all of which is described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Three Un-Named Rights-of-Way in National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for July 26, 2012, at 5:31 p.m., to consider the Petition to Vacate three un-named rights-of-way in the National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West (approximately 152,175 square feet or 3.49 acres), as petitioned by Terry M. Oswald.

6. Recommendation Concerning Donation of a School Bus to The Miracle League of Northeast Pensacola - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning disposition of a 1990 International School Bus to the Miracle League of Northeast Pensacola, Inc.:

A. Approve the Request for Disposition of Property Form for the vehicle, which is obsolete, serves no useful function to Escambia County, and was retired from County assets in 2004, to be appropriately disposed through donation to The Miracle League of Northeast Pensacola, Inc.;

B. Adopt a Resolution authorizing conveyance of the vehicle to The Miracle League of Northeast Pensacola, Inc. (Miracle League); and

C. Authorize the Chairman to sign the Resolution and all required documents related to the donation.

The Miracle League, a 501c3 organization, states in its by-laws and Rules for the Miracle League Ball Park that the park officials are required to have a "buddy" for every player on the field. With their rosters totaling nearly 200 players at the present time, there is a need for more volunteers than ever before. A group of men and women aboard NAS Pensacola are eager to participate and to assist these special-needs children, but the Miracle League must furnish transportation for them. In early May 2012, Packy Mitchell, Director of Facilities/Transportation at The Miracle League of Northeast Pensacola, Inc., wrote the County, requesting the donation of this school bus.

Florida Statutes Section 274.06, authorizes the Board to dispose of obsolete property, the value of which it estimates to be under \$5,000, in the most efficient and cost-effective means possible, i.e., donation or surplus auction. This vehicle was retired from County assets in 2004, due to criteria of being valued at less than \$1,000; it is obsolete and serves no useful purpose to Escambia County.

7. Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board confirm the appointment of Mr. Stephen Davidson, the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee (MTAC). The term of the appointment shall be effective June 28, 2012, and shall run concurrent with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III.

8. Recommendation Concerning Appointing Commissioner Grover C. Robinson, IV, as Escambia County's Representative to the Commission on Oil Spill Response Coordination - Charles R. "Randy" Oliver, County Administrator

That the Board approve the appointment of Commissioner Grover C. Robinson, IV, as Escambia County's Representative to the Florida Department of Environmental Protection's Commission on Oil Spill Response Coordination.

9. Recommendation Concerning Continued Support of Jurisdictional Change at Saufley Field - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning support of the jurisdictional change at Saufley Field:

A. Approve the letter confirming continued support of the change in the jurisdictional status of Saufley Field to concurrent State and Federal jurisdiction, provided the Navy continues staffing Saufley Field Fire Station, maintains a presence at the airfield, and the prison is in use by the Federal Government; and

B. Authorize the Chairman to sign the letter.

10. Recommendation Concerning Scheduling a Public Hearing to Repeal Ordinance Number 2010-24, Granting WDC Florida Realty Company, LLC, a Wholly-Owned Subsidiary of Overhead Door Corporation, Certain County Economic Development Ad Valorem Tax Exemptions - Charles R. "Randy" Oliver, County Administrator

That the Board schedule a Public Hearing on July 12, 2012, at 5:31 p.m., to consider repealing Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATE).

11. Recommendation Concerning Surplus of Equipment No Longer Held by the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms to declare as surplus and authorize removal from the County assets inventory, 34 items, aged 6 to 40 years, which are obsolete and no longer held by the Public Safety Department, having been disposed of as junk or used for spare parts.

12. Recommendation Concerning the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

A. Approve the Memorandum of Agreement (MOU) which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida's Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-Open national backbone communication/notification system, that structures the alert and distributes the emergency messages from one inter-operable system to another. A select few Public Safety Department staff will be designated by the Division of Emergency Management Manager to be trained and authorized to utilize the notification system and maintain the integrity of the emergency notification system; and

B. Authorize the Chairman or Vice-Chairman to execute the MOU and all related documents as required to implement the MOU.

13. Recommendation Concerning a Crime Prevention Program for Wedgewood/Rolling Hills Subdivision – Gordon Pike, Corrections Department Director

That the Board take the following action concerning the Wedgewood/Rolling Hills Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Wedgewood/Rolling Hills Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other agreements necessary to accomplish goals of the Wedgewood/Rolling Hills Crime Prevention Program.

14. Recommendation Concerning Oak Grove Land Clearing Debris Disposal Pit, Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for July 12, 2012, at 5:32 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

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

15. Recommendation Concerning the West Florida Regional Library Blue Ribbon Task Force Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt the Resolution creating the West Florida Regional Library Blue Ribbon Task Force Committee and approve appointing the following members selected by the County Commissioner of their residing district for a one-year term, with an effective date of August 1, 2012, through July 31, 2013:

- A. District 1 - LisaMarie Bartusik;
- B. District 2 - Terri Church;
- C. District 3 - Robin Reshard;
- D. District 4 - Margaret Henderson; and
- E. District 5 - Ruth Gordon.

16. Recommendation Concerning an Appointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Amber McCool, Executive Director, NW Florida Area Agency on Aging, Inc., to the Workforce Escarosa Board of Directors, as the permanent Senior Community Service Employment Programs (SCSEP) representative, effective June 28, 2012, for an indefinite term.

17. Recommendation Concerning the Request for Waiver of Board Membership and Training Expenditure Requirement by Workforce Escarosa, Inc. - Marilyn D. Wesley, Department Director

That the Board adopt and authorize the Chairman to sign the Resolution, supporting the request for a waiver of Board membership and training expenditure requirement by Workforce Escarosa, Inc., to be forwarded to Governor Rick Scott and Workforce Florida, Inc., thusly allowing for all four public education institutions (Escambia County School District, Santa Rosa County School District, Pensacola State College, and University of West Florida) of Region One, comprised of Escambia and Santa Rosa Counties, to be represented on the Workforce Escarosa, Inc., Board of Directors; also allowing for equal private sector business representation between each County of Region One, as stipulated in the Interlocal Agreement between the Counties and Workforce Escarosa; and finally, allowing for a 10% waiver of the 50% training services funds expenditure requirement for WIA (Workforce Investment Act) Adult and Dislocated Workers under the recently-amended Florida Workforce Innovation Act.

18. Recommendation Concerning a Resolution Supporting July 27th as Annual Korean War Veterans' Armistice Day in Florida - Charles R. "Randy" Oliver, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution urging the Florida Legislature to recognize the date of July 27 as the Annual Korean War Veterans' Armistice Day for the State Florida.

19. Recommendation Concerning Reappointments/Appointment to the Northwest Florida Big Bend Health Council - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning reappointments/appointment to the Northwest Florida Big Bend Health Council, as requested by its Executive Director, R. Michael Hill:

A. Amend the Board's action of May 17, 2012, to waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and extend the reappointments of the following five members for an additional two-year term, effective October 1, 2012, through September 30, 2014:

1. Denise Adams (Provider);
2. Dr. John Lanza (Provider);
3. Vivian Krumel, RN, (Purchaser);
4. Hong Dang, MBA, MA, (Purchaser); and
5. Don Turner (Consumer); and

B. Appoint Catherine Kelly (Consumer) effective, June 28, 2012, through September 30, 2014, to replace Marshall W. McLeod, Ed.D., who resigned.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG County-wide-State Solicitation for the following projects:

A. Approve the following Subgrant Applications to be submitted for funding under the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 23 drug offenders. The amount of the Grant request is \$81,371;
2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance officer and public safety by purchasing a video surveillance system and electronic access equipment for the Century Instructional Site. The amount of the Grant request is \$20,000; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Applications, acceptance documents, amendments, and request for payment or other related documents as may be required.

2. Recommendation Concerning Supplemental Budget Amendment #166 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110) in the amount of \$205,746, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the DCA (State of Florida Department of Community Affairs) Civil Defense Grant activities and the Emergency Management Performance Grant activities in Escambia County.

3. Recommendation Concerning Budget Amendment #167 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #167, Corrections Department, Transportation Trust Fund (175) in the amount of \$6,770, reallocating funds from reserves in order to provide additional personnel funding for a vacant student position for the Summer of 2012. The existing student position is paid from the Inmate Commissary and generates an offsetting revenue to cover that operation.

4. Recommendation Concerning Supplemental Budget Amendment #168 - Amy Lovoy, Management and Budget Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Transportation Trust Fund (175) in the amount of \$11,049, to recognize insurance reimbursements for vehicle and equipment damages, and to appropriate these funds for Fleet Maintenance activities within the Escambia County Road Division.

5. Recommendation Concerning Supplemental Budget Amendment #178 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #178, General Fund (001) in the amount of \$74,248, to recognize insurance and off-duty officer reimbursements, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

6. Recommendation Concerning Approval of Gulf Power Contracts for Street and General Area Lighting Service within Amelia Place and Scenic Hills North MSBU Districts - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Contracts for Street and General Area Lighting Service, between Gulf Power Company and Escambia County:

A. Approve Contract No. 12-2098 for Amelia Place Municipal Services Benefit Unit (MSBU) lighting and Contract No. 12-2119 for Scenic Hills North Municipal Services Benefit Unit (MSBU) lighting, between Gulf Power Company and Escambia County.

B. Authorize the Chairman or Vice Chairman to execute the Contracts and all related documents.

[Funding: Fund 177, MSBU Program Fund, Cost Centers 140906 and 140956]

7. Recommendation Concerning Design Services for Crabtree Church Road between State Road 97 and Sunshine Hill Road - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Bayside Consulting Group of NWF, LLC, per the terms and conditions of PD 11-12.024, Design Services for Crabtree Church Road between State Road 97 and Sunshine Hill Road, in the amount of \$138,810.

[Funding: Fund 352, "LOST III", Cost Center 210110/56301, Project #12EN1815]

8. Recommendation Concerning PD 11-12.021, Perdido Key Master Plan - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Duany Plater-Zyberk & Company, LLC, per the terms and conditions of PD 11-12.021, Perdido Key Master Plan, in the amount of \$300,000.

[Funding: Fund 102, "Economic Development Fund", Cost Center 360704, Object Code 53101]

9. Recommendation Concerning Rebid Temporary Labor Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign an Indefinite Quantity, Indefinite Delivery Contract for Rebid Temporary Labor Services, PD 11-12.035, to Temporary Employment Services, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months in the approximate amount of \$873,850, (projected Fiscal Year 2012-2013 Budget), with an effective date of 6/28/12.

[Funding:

General Fund 001, Cost Center 110101, Object Code 53401 \$17,550
General Fund 001, Cost Center 210603, Object Code 53401 \$90,000
General Fund 001, Cost Center 270102, Object Code 53401 \$150,000
Solid Waste Fund 401, Cost Center 230301, Object Code 53401 \$25,000
Solid Waste Fund 401, Cost Center 230304, Object Code 53401 \$25,000
Solid Waste Fund 401, Cost Center 230306, Object Code 53401 \$60,000
Solid Waste Fund 401, Cost Center 230307, Object Code 53401 \$50,000
Solid Waste Fund 401, Cost Center 230314, Object Code 53401 \$140,000
Restricted Fund 101, Cost Center 350236, Object Code 53401 \$26,000
Restricted Fund 101, Cost Center 320502, Object Code 53401 \$29,000
EMS Fund 408, Cost Center 330603, Object Code 53401 \$10,000
Dev Review Fund 116, Cost Center 211902, Object Code 53401 \$65,000
LOST III Fund 352, Cost Center 210107, Object Code 56301 \$65,000
T&T Trust Fund 175, Cost Center 210211, Object Code 53401 \$30,000
LOST III 352, Cost Center 350229, Object Code 53401 \$75,000
CDBG Fund 129, Cost Center 220435, Object Code 58201 \$16,300]

10. Recommendation Concerning The Purchase of John Deere Wheel Loaders - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract, 2011-2012 Contract for Vehicles and Equipment, Bid #11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for 3 John Deere Wheel Loaders, Model 544K, in accordance with specifications, PD 11-12.041, to Beard Equipment Company, in the amount of \$404,945.61.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

11. Recommendation Concerning the Purchase of a New Holland Backhoe - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association 2011-2012 Contract for Vehicles and Equipment, Bid #11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64 Board approval, and award a Purchase Order for one New Holland Backhoe, Model B95.B, PD 11-12.042, to Kingline Equipment Company, in the amount of \$61,722.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

12. Recommendation Concerning Re-bid Public Safety and Information Resources Facility Geothermal Loop Field Modification - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC, in the base bid amount of \$97,400, plus bid alternate #1 in the amount of \$26,600, for a total Contract award of \$124,000, for Re-bid Public Safety and Information Resources Facility Geothermal Loop Field Modification, PD 11-12.034, and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: General Fund 001, Cost Center 210606, Object Code 56301]

13. Recommendation Concerning Neighborhood Stabilization Program Amendments to Non-Profit Agency Agreements with AMR at Pensacola, Inc., and Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreements with AMR at Pensacola, Inc., (AMR) and Community Enterprise Investments, Inc. (CEII):

A. Approve Amendment #3 to the Non-Profit Agency Agreement with AMR to extend the term of the Agreement through June 30, 2013, to allow continuance of the program in accordance with NSP requirements;

B. Approve Amendment #2 to the Non-Profit Agency Agreement with CEII to extend the term of the Agreement through June 30, 2013, to allow continuance of the program in accordance with NSP requirements; and

C. Authorize the Chairman or Vice-Chairman to execute the Amendments and all related documents required to implement the project.

[Funding: Fund 129/NSP1, Cost Center 220502 and Fund 129/NSP3, Cost Center 220507]

14. Recommendation Concerning Change Order Number 08 to E. B. Morris General Contractors, Inc., for Sanchez Court Rental Rehabilitation Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 08 for required repairs and improvements in conjunction with the ongoing rehabilitation of the 48-unit Sanchez Court Apartments:

Department:	Community & Environment
Division:	Neighborhood Enterprise Foundation, Inc.
Type:	Addition
Amount:	\$18,198.18
Vendor:	E. B. Morris General Contractors, Inc.
Project Name:	Sanchez Court Rental Rehabilitation Project
Contract:	PD 10-11.015
PO No.:	111184
CO No.:	08
Original Award Amount:	\$1,442,218.00
Cumulative Amount of Change Orders through CO #08:	\$ 408,383.43
New Contract Total:	\$1,850,601.43

[Funding Sources: Fund 110/Other Grants & Aids-CDBG Disaster Grant, Cost Center 220436, and Fund 124/Housing/Community Development-CDBG Disaster Recovery Enhancement Funds, Cost Center 220442]

15. Recommendation Concerning Amendment #2 to Centralized Homeless Housing/Services Facility Development Agreement with Waterfront Rescue Mission, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning State of Florida Department of Economic Opportunity (DEO) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) and Disaster Recovery Enhancement Funds (DREF) Grant funding for the Centralized Homeless Housing and Services Replacement Facility Project (Waterfront Rescue Mission Facility):

A. Approve Amendment #2 to the Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc., to incorporate CDBG Disaster Recovery Grant (2008 Storms) and DREF funding of \$280,417.25 (increasing the total Grant funding from \$2,680,000 to \$2,960,417.25) to finalize construction of the replacement Centralized Homeless Housing and Services Facility on Waterfront property located at 350 West Herman Street; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Housing/Community Development, Cost Center 220442]

16. Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, Per PD 10-11.065, General Paving and Drainage Pricing Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 151, Community Redevelopment Agency, Cost Centers: 220515, 220516, 220517, 220519, 220520]

17. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 200 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 28, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 200 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theresa I. Wade, the owner of residential property located at 200 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,030, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

18. Recommendation Concerning Approval of Contract between Escambia County and the Florida Department of Environmental Protection - Keith Wilkins, REP, Community and Environment Director

That the Board take the following action concerning a Contract between Escambia County and the Florida Department of Environmental Protection:

A. Approve the Contract between the Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, that provides for the County to provide construction administration services for specified Natural Resource Damage Assessment (NRDA) Early Restoration Projects on a Task Assignment Basis for a combination fixed price/fee schedule/cost reimbursement basis, as specified in each Task Assignment; and

B. Authorize the Chairman to execute the Contract and subsequent documents as necessary for fulfillment of the Contract subject to Legal review and sign-off.

(CONTRACT TO BE DISTRIBUTED UNDER SEPARATE COVER)

[Funding: General Fund 001, Community & Environment Administration, Cost Center 220101. All funds received from this Contract will be deposited into the fund which incurred the cost]

19. Recommendation Concerning the Interlocal Agreement with Santa Rosa County Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project:

A. Approve the Interlocal Agreement with Santa Rosa County Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project for Fiscal Year 2011-2012 and past this date, if necessary, with Santa Rosa County reimbursing the County, for actual costs relating to the Project in the amount not to exceed \$45,000; and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement and related documents.

[Funding Source: Fund 110, Other Grants & Projects, CC 220807, Vessel Registration Fees. Escambia County will submit invoices to Santa Rosa County for reimbursement on a pro-rata basis based on a 50%/50% cost share]

20. Recommendation Concerning Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement #13-FG-XX-01-27-01-084:

A. Approve the State of Florida Division of Emergency Management (FDEM) Performance Federally-Funded Subgrant Agreement, providing funds in the amount of \$99,940, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute the Subgrant Agreement and all related documents as required to implement the Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

21. Recommendation Concerning a State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement #13-BG-06-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of \$105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute the Subgrant Agreement and all related documents as required to implement the Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330405]

22. Recommendation Concerning the Federal Emergency Management Agency 2012 Assistance to Firefighters Grant Program, Fire Services Division Matching Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Escambia County Fire Services Division to submit an electronic application, pending review and approval by the Office of Management and Budget and County Attorney's Office, for the Federal Emergency Management Agency (FEMA) 2012 Assistance to Firefighters Grant program, in the amount of \$614,090, with a 20% County match of \$122,818, for the purchase of two Bauer breathing air compressors, a mobile data system, and wild-land firefighting gear.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206 Fire Dept. Paid]

23. Recommendation Concerning Northpointe Boulevard - Neighborhood Enhancement Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Neighborhood Enhancement Plan on Northpointe Boulevard, from Eastpointe Drive to Chambord Lane, and on La Borde Lane, from Northpointe Boulevard to Gladstone Drive:

A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) policy requirements; and

B. Approve implementation of the Neighborhood Enhancement Plan for Northpointe Boulevard, from Eastpointe Drive to Chambord Lane, and on La Borde Lane, from Northpointe Boulevard to Gladstone Drive, with a cost not to exceed \$8,000.

At an initial meeting with residents from Northpointe Boulevard and La Borde Lane on February 28, 2012, the residents complained of speeding issues on Northpointe Boulevard and the volume of traffic and speeding issues on La Borde Lane. A traffic speed count was conducted on La Borde Lane and resulted in an average speed of 28 miles per hour on a 25 miles per hour roadway, and a speed count conducted on Northpointe Boulevard resulted in an average speed of 31 miles per hour on a 25 miles per hour roadway.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

24. Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions – speed reductions:

A. Adopt the Resolution for the reduction in speed from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Hollowbrook Drive, from 1,300 feet east of Guidy Lane to end of road;
2. Quiet Creek Road, from Hollowbrook Drive to Hollowbrook Drive;
3. Stone Meadow Road, from Hollowbrook Drive to end of road;
4. Huntsman Path, from north end of road to south end of road;
5. Huntsman Circle, from Huntsman Path to end of road;
6. Stone Bridge Road, from Huntsman Path to end of road;
7. Creek Bridge Road, from Hollowbrook Drive to end of road;
8. Hound Chase Circle, from Foxrun Road to end of road;
9. Blue Fox Place, from Foxrun Road to end of road;
10. West Club Drive, from Foxrun Road to Burning Tree Road;
11. Foxfire Place, from West Club Drive to end of road;
12. Vixen Place, from West Club Drive to end of road;
13. Foxborough Drive, from Foxrun Road to Vixen Place;
14. Foxrun Circle from Foxrun Road to end of road;
15. Sugar Creek Drive, from 1,380 feet south of Greenbriar Boulevard to Foxrun Rd;
16. Sugar Creek Circle, from Sugar Creek Drive to end of road;
17. Pickwood Drive, from east Nine Mile Road to Candlewood Circle (north);
18. Candlewood Circle, from Pickwood Drive to Pickwood Drive;
19. Coachman Court, from Pickwood Drive to end of road;
20. Hollowbrook Drive, from Guidy Lane to 1,300 feet east of Guidy Lane;
21. Hollowbrook Circle, from Hollowbrook Drive to north end of road;
22. Stillbrook Road, from Guidy Lane to Pickwood Drive;
23. Sugar Creek Drive, from Greenbriar Boulevard to Sugar Creek Circle;
24. Sugar Creek Place, from Sugar Creek Drive to end of road; and
25. Sugar Creek Terrace, from Sugar Creek Drive to end of road and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for sign installations]

25. Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 09-10.057 "Project Development and Environmental (PD&E) Study for State Road (SR) 289 (9th Avenue) from Underwood Avenue to SR 742 (Creighton Road) " - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$430,095.00
Vendor:	Baskerville Donovan, Inc.
Project Name:	9th and Langley Avenue
Contract:	Contract PD 09-10.057, "PD&E Study for SR 289 (9th Avenue) from Underwood Avenue to SR 742 (Creighton Road)"
PO No.:	101686
CO No.:	1
Original Award Amount:	\$699,999.45
Cumulative Amount of Change Orders through this CO:	\$430,095.00
New Contract Total:	\$1,130,094.45

Meeting in regular session on August 19, 2010, the Board approved awarding a Task Order Contract, PD 09-10.057, SR 289 (9th Avenue) from Underwood to SR 742 (Creighton Road) Project Development and Environmental (PD&E) Study, per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Baskerville Donovan, Inc., for a lump sum amount of \$699,999.45.

This Change Order will be issued to begin and complete Phase 1 (30% design) of the 9th Avenue-Langley Avenue Intersection Project. The intent of this Change Order is to break out the initial portions of the project from the overall design in order to develop a 30% set of working documents based upon the preferred alternate selected during the PD&E process. Updated construction cost estimate based upon the design information developed in the preliminary will be prepared. In addition, the design firm will assist Escambia County in attempting a Joint Participation Agreement with the City of Pensacola to fund this project. The Contract states if the Consultant's performance is acceptable to the County, then an Engineering Design Services contract will be by a

negotiated fee with Escambia County.

[Funding Source: Fund 352 "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project #08EN0534, "9th and Langley"]

26. Recommendation Concerning the Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements on County Road 297A – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of donated property for road rights-of-way and drainage improvements on or adjacent to County Road 297A:

A. Authorize staff to negotiate and resolve any matters related to, or associated with the donation and/or dedication of road rights-of-way and easements located on or adjacent to County Road 297A, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage improvements, and the County benefits from the acquisition of this property because it will facilitate the construction of road rights-of-way and drainage improvements for the safety of the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Deeds and/or Easements, subject to Legal review and sign-off, as of the day of delivery of the Deeds and/or Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County has a project in design to make drainage and right-of-way improvements on or adjacent to County Road 297A. Due to limited right-of-way, the donation of rights-of-way and/or easements are needed for the completion of paving and drainage projects. Board approval is required to authorize Staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the drainage and right-of-way improvements.

27. Recommendation Concerning the Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements for the Davenport Bayou and Sunset Avenue Area – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of donated property for road rights-of-way and drainage improvements for the Davenport Bayou and Sunset Avenue Area:

A. Authorize staff to negotiate and resolve any matters related to, or associated with the donation and/or dedication of road rights-of-way and easements located on or adjacent to Davenport Bayou and Sunset Avenue, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage improvements, and the County benefits from the acquisition of this property because it will facilitate the construction of road rights-of-way and drainage improvements for the safety of the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Deeds and/or Easements, subject to Legal review and sign-off, as of the day of delivery of the Deeds and/or Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County has a project in design to make drainage and right-of-way improvements, including installation of sidewalks, on or adjacent to Davenport Bayou and Sunset Avenue. Due to limited right-of-way, the donation of rights-of-way and/or easements are needed for the completion of road right-of-way and drainage improvements. Board approval is required to authorize staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the road right-of-way and drainage improvements.

28. Recommendation Concerning Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2012-2013-01:

A. Approve the Contract between Workforce Escarosa, Inc., and the County for SNAP, SNAP #2012-2013-01, for the period of July 1, 2012, through June 30, 2013, in the amount of \$48,315; and

B. Authorize the Chairman to sign the Contract and any subsequent related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

29. Recommendation Concerning the FEMA 2012 Assistance to Firefighters Grant Program, Emergency Medical Services Division Matching Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Escambia County Emergency Medical Services Division to submit an electronic Application, pending review and approval by the Office of Management and Budget and the County Attorney's Office, for the Federal Emergency Management Agency (FEMA) 2012 Assistance to Firefighters Grant program, in the amount of \$34,000, with a 20% County match of \$6,800, for the purchase of two LUCAS Chest Compression System devices.

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

30. Recommendation Concerning the Ratification of Purchase Orders Associated with the Declaration of Local Emergency Dated June 9, 2012 - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the following Purchase Orders issued for emergency assistance for chillers, water removal and cleanup, and repairs to County buildings and equipment, located at the Central Booking and Detention Center and the Juvenile Justice Center. The Purchase Orders were issued during the period from June 9, 2012, through June 15, 2012, during the declared State of Local Emergency, beginning on June 9, 2012, and ending on June 16, 2012:

A. Purchase Order Number 121372 to Engineered Cooling Services, Inc., in the amount of \$392,210 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 - \$182,710, expense type 54401, \$209,500 expense type 54601];

B. Purchase Order Number 121374 to Stoploss Specialists, LLC, in the amount of \$418,653 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 Expense Type 54601];

C. Purchase Order Number 121371 to Vision Construction Ent., Inc., in the amount of \$126,812 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 Expense Type 54601]; and

D. Purchase Order Number 121369 to R.D.Ward Construction, Inc., in the amount of \$175,000 [Funding; Fund 501, Internal Service Fund; Cost Center 140836, Expense Type 54601].

31. Recommendation Concerning Lease Agreement between Pensacola Care, Inc., and Escambia County for the Lease of the Facilities Located at 1 Villa Drive, Pensacola, Florida 32506 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Lease of the facilities located at 1 Villa Drive:

A. Adopt the Resolution authorizing the Chairman to execute a Capital Lease Agreement with Pensacola Care, Inc., for the properties located at 1 Villa Drive, Pensacola, Florida; and

B. Approve the Capital Lease Agreement between Pensacola Care, Inc., and Escambia County for the Lease of the facilities located at 1 Villa Drive, Pensacola, Florida. The term of this Lease is 25 years, ending June 30, 2036. The Lease payment shall be \$15,199.34 payable monthly.

(THE LEASE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

32. Recommendation Concerning Change Order Number 1 to Purchase Order 120957 to Halcore Group, Inc. (dba Horton Emergency Vehicles, Co.), for Purchase of Replacement Ambulance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1 for the purchase of an ambulance to replace a unit damaged beyond repair as a result of a motor vehicle accident:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$207,679
Vendor:	Halcore Group, Inc. (dba Horton Emergency Vehicles Co.)
Project Name:	08PS0028
Contract:	11-12.010
PO No.:	120957
CO No.:	1
Original Award Amount:	\$623,037
Cumulative Amount of Change Orders through this CO:	\$207,679
New P.O. Total	\$830,716

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

33. Recommendation Concerning a Natural Gas Service Line Agreement between Okaloosa Gas District and Escambia County – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Natural Gas Service Line Agreement between Okaloosa Gas District and Escambia County to provide gas service for the new Tax Collector/Property Appraiser building, located on the Old Molino School property:

A. Authorize staff to enter into a Natural Gas Service Line Agreement with Okaloosa Gas District to provide gas service for the new Tax Collector/Property Appraiser building, located on the Old Molino School property; and

B. Authorize the Branch Director of the Facilities Management Branch of the Public Works Department to sign the Agreement and any other documents, subject to Legal review and sign-off, associated with the gas service line.

[Funding Source: Fund 352, LOST III, Cost Center 110267 Public Fac & Proj LOST 3, Object Code 56201 Buildings, Project O8PF0045]

34. Recommendation Concerning Approval of Agreement between Escambia County and Winterfest of Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Agreement between Escambia County and Winterfest of Pensacola, Inc., Relating to the Management of Certain County Lots by Winterfest of Pensacola, Inc., on July 4, 2012:

A. Approve the Agreement between Escambia County and Winterfest of Pensacola, Inc., for the management of the County-owned parking lot, located behind the Pensacola Civic Center in the area behind the fence facing 9th Avenue, on July 4, 2012, with the following stipulations for the parking lot:

1. Winterfest agrees to act as an agent for the County on July 4, 2012, to oversee and manage the County parking lot, located behind the Pensacola Civic Center in the area behind the fence facing 9th Avenue;
2. A parking fee of \$5 per vehicle will be collected on behalf of the County by Winterfest; and
3. As compensation for the services provided by Winterfest on behalf of the County, the County agrees to pay Winterfest 66 2/3% of the amount collected by Winterfest and tendered to the County and 33 1/3% to Boy Scout Troop 676. Winterfest accepts responsibility for assuring that the County's portion of the amount is donated to Boy Scout Troop 676; and

B. Authorize the Chairman to execute the Agreement.

35. Recommendation Concerning the Mahogany Mill Road Boat Ramp Project – Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept the Public Disclosure of Interest document from Mahogany Mill Road, LLC, for the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road for the Mahogany Mill Road Boat Ramp Project.

Meeting in regular session on June 7, 2012, the Board approved the Contract for Sale and Purchase of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project. By the time of that Board meeting on June 7, 2012, staff had not yet received the Public Disclosure of Interest document from the seller. Staff has now received the document and is requesting that the Board accept the Public Disclosure of Interest as part of the required closing documents.

[Funding for the Mahogany Mill Boat Ramp project is available in Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]

36. Recommendation Concerning the Ratification of Change Order #1 to Engineered Cooling Services, Inc., for Emergency Repairs to the Mechanical Systems at Central Booking and Detention and the Central Energy Plant - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the following Change Order for emergency repairs to the mechanical systems at Central Booking and Detention and the Central Energy Plant:

Department:	Public Works
Division:	Facilities Management
Type:	Addition
Amount:	\$2,156,651
Vendor:	Engineered Cooling Services, Inc.
Project Name:	Central Booking & Detention Facility - June 9, 2012 Flooding
Contract:	N/A
PO No.:	121372
Change Order No.:	1
Original Award Amount:	\$392,210
Cumulative Amount of Change Orders through this CO:	\$2,156,651
New Contract Total:	\$2,548,861

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601 & 56201, Project No. 6FL00155]

III. For Discussion

1. Recommendation Concerning Tethering Ordinance Per Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the recommendation of the Animal Services Advisory Committee (ASAC) to make no change to the current Tethering Ordinance.

2. Recommendation Concerning Low Cost Spay/Neuter Eligibility Criteria Per an Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and the Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the recommendation of the Animal Services Advisory Committee (ASAC) to set the income guidelines at 175% of the Federal Poverty Level as one of the eligibility criteria for persons applying for services under the Low Cost Spay/Neuter Program.

2012 Federal Poverty Levels (gross yearly income)

Family Size	100%	133%	175%
1	\$11,170	\$14,856	\$19,548
2	\$15,130	\$20,123	\$26,478
3	\$19,090	\$25,390	\$33,408
4	\$23,050	\$30,657	\$40,338
5	\$27,010	\$35,923	\$47,268
6	\$30,970	\$41,190	\$54,198
7	\$34,930	\$46,457	\$61,128
8	\$38,890	\$51,724	\$68,058

3. Recommendation Concerning Rabies Vaccine Administration Per the Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and the Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the administering of the rabies vaccine and the associated sale of County license tags to persons eligible for services under the Low Cost Spay/Neuter Program.

This would require one additional full-time staff person (a Vet Tech) and the necessary increases in operating expenses. A conservative approximate cost is about \$45,000 (\$40,000 personnel costs). The Shelter's current staff includes a veterinarian position which is staffed with 2 part-time vets (equaling 1 full time position – 20 hours per week for each) and was established to support the surgeries associated with the Low Cost Spay/Neuter Program approximately 2 ½ years ago, and to provide limited Shelter wellness care for the animals housed within the facility. This program was not intended for the County to be the provider of the initial rabies vaccine or the sale of tags.

[Funding Source: unknown, currently not funded = \$45,000 approx.]

4. Discussion Concerning Tourist Development Tax/Tourist Development Council Recommendations - Commissioner Wilson B. Robertson (NO BACKUP PROVIDED)

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Restricting Access to the Gulf of Mexico during DeLuna Fest Concerts

That the Board adopt a resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the DeLuna Fest series of concerts and restricting access to the Gulf of Mexico from 7:00 a.m. on Friday, September 21, 2012, until 5:00 a.m. on Monday, September 24, 2012.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2834

Proclamations 7.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Adoption of Proclamation

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming June 21, 2012, as "Dump the Pump Day" in Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, June 21, 2012, marks the “Seventh Annual National Dump the Pump Day” as a day that encourages people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil and improve the quality of life for all Americans; and

WHEREAS, public transportation is an important part of our nation’s transportation system and provides citizens with options other than driving a car; and

WHEREAS, on average, people who ride public transportation can save over \$10,000 per year, based on today’s gas prices, the cost of owning a car, and the average unreserved parking rate; and

WHEREAS, for every \$1 invested in public transportation, \$4 is generated in economic returns; and

WHEREAS, public transportation use reduces the country’s carbon footprint by 37 million metric tons, the equivalent of 4.9 million households using electricity in a year; and

WHEREAS, U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day; and

WHEREAS, public transportation use in 439 urban areas in the United States saved 796 million hours annually in travel time and 303 million gallons of fuel. Without public transportation, congestion costs would have risen by nearly \$17 billion; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Escambia County Board of County Commissioners hereby proclaims Thursday, June 21, 2012, as

“DUMP THE PUMP DAY”

in Escambia County and joins Escambia County Area Transit and public transportation agencies across the country in their efforts to encourage all citizens to participate in “Dump the Pump Day” by using public transportation at every opportunity.

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

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: **ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 28, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2810

Proclamations 8. A.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Adoption of Retirement Proclamations

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt the following two Retirement Proclamations:

A. The Proclamation commending and congratulating Carl W. Few, Equipment Operator III, Public Works Department, on his retirement after 38 years of service; and

B. The Proclamation commending and congratulating Lawrence G. McCurry, Relief Emergency Medical Specialist, Public Safety Department, on his retirement after 15 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations 062812

PROCLAMATION

WHEREAS, Carl W. Few worked as a County employee very faithfully for 38 years, retiring as an Equipment Operator III with the Public Works Department, Infrastructure Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Carl W. Few on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Carl W. Few for 38 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 28, 2012

PROCLAMATION

WHEREAS, Lawrence G. McCurry worked as a County employee very faithfully for 15 years, retiring as a Relief Emergency Medical Specialist with the Public Safety Department, Emergency Medical Services Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Lawrence G. McCurry on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Lawrence G. McCurry for 15 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: June 28, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2840

Proclamations 8. B.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Adoption of Proclamation

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt the Proclamation commending and congratulating Shirley L. Gafford, Program Coordinator, County Administrator's Office, on her retirement after 37 years of exemplary service and dedication to the citizens of Escambia County.

(PROCLAMATION TO BE DISTRIBUTED UNDER SEPARATE COVER).

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2717

Written Communication 9. A.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Environmental (Code) Enforcement Lien Relief – 417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

May 28, 2012- Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to a Code Enforcement Lien against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

Recommendation: That the Board review and consider lien relief request made by Dick Baker against properties located at 417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC owns 19 properties in Escambia County.

BACKGROUND:

Received e-mail from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for ten (10) properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC to obtain 10 properties many of which have code enforcement liens attached and several have open cases/code violations.

417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street do not have liens attached to them except through code enforcement liens placed on other properties owned by Alumni Partners II, LLC.

Dick Baker is requesting lien forgiveness request for these three properties and is willing to pay all hard costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street

Sandra F Slay

From: Dick Baker [dbaker@pensacolahabitat.org]
Sent: Monday, May 28, 2012 1:29 PM
To: Sandra F Slay; Dianne D. Taylor
Subject: alumni properties donation offer for 10 properties
Attachments: april 17 letter to Ms. Slay.pdf

From: Dick Baker [mailto:dbaker@pensacolahabitat.org]
Sent: Monday, May 14, 2012 9:20 AM
To: 'Sandra F Slay'
Cc: 'Dianne D. Taylor'; Summer McCollum
Subject: alumni properties donation offer for 10 properties

Sam

Attached is the request we sent you last month. We are withdrawing it

We are pleased that Alumni has agreed to put up the approximate \$27,000 of costs for these 10 properties with the donation, with some strings. I spoke with Steve West late last week and we are waiting to hear more from him.

Sam and Dianne

After discussions with Steve West, we believe the procedure is asking you to work with us, as you have been, to help us acquire these 10 basically abandoned properties from Alumni Properties.

As you know, we previously submitted a request for waiving all county costs and Sam basically asked us to change our request to waiving of the non-hard costs. We are requesting that.

Is there something more we should do for this request to move forward?

Kobren/Alumni Partners donation of tax-deed acquisitions

revised with 1,600 per lots not liened after talking to Sandra Slay 5/8/12

<u>SITE Address</u>	<u>10 properties</u>	<u>Acres</u>	<u>property comments</u>	<u>nov 2011</u>	<u>A/C #</u>	<u>taxes 5/12</u>	<u>code</u>	<u>costs</u>	<u>estim</u>	<u>acq</u>
costs	misc	total								
417 N OLD CORRY FIELD RD A		0.29	septic should get 2 houses	07-2411-00	470	1,600	5,825	205	8,100	.. NL
~ 2403 W MALLORY ST		0.19	good property BAD neighborhood	06-1252-000	473	1,250	5,825	152	7,700	
- 5576 CHARBAR DR		0.29	sewer, very near I10 ok	05-3910-427	757	8,197	4,325	221	13,500	-- order
~ 2917 N MILLER ST		0.16	tough area, only 1 house, access bd	05-1008-000	813	1,250	5,825	112	8,000	-- order
~ 604 NEW YORK DR		0.16	sewer, ok	05-5898-000	873	695	5,825	207	7,600	
~ 629 BULLARD AVE, can build 2 homes		0.52	sewer, ok	02-1464-000	876	4,644	4,325	155	10,000	
1002 W HATTON ST		0.19	td code enf sign	06-2866-750	1,024	1,600	5,825	151	8,600	-- NL
1713 DAUPHINE ST		0.20	td sewer, near I-10 and ineligible for ER	03-0763-155	1,273	1,600	4,325	202	7,400	-- NL

- 1138 N WEBSTER DR 0.20 *good property BAD neighborhood, zoned ID* 05-5321-000 2,006 1,250 5,825 219 **9,300** *ok*

- 3 BAGGETT CT 0.16 *td's see other green st comment* 06-3304-000 2,175 5,350 5,825 150 **13,500**

total for 10 properties 10,739 27,436 53,750 1,774 **93,699**

average for 10 properties 1,074 2,744 5,375 177 **9,370**

Thanks much,

Dick

<<...>>



300 W. Leonard Street
Pensacola, Florida 32501
850.434.5456



April 17, 2012

Ms. Sandra Slay, Manager
Escambia County Office of Environmental Enforcement
6708 Plantation Road
Pensacola, FL 32504

Letter-only email to:
sfslay@co.escambia.fl.us

Re: Request to waive county liens for 11 donation properties

Dear Ms. Slay:

We are most pleased to have received offers of donation for eleven vacant, basically-abandoned, properties from Alumni Partners II, LLC. It acquired each of these properties last year by tax deed and they do not now have plans for use of the properties.

We estimate following acquisition that we will have to undertake quiet title suits that will cost from \$3,000 to \$5,000 per property, but are optimistic that they will be successfully completed and that we can build new Habitat homes for low income, deserving families for each.

Unfortunately, and as would be expected, there are considerable liens resultant from the neighborhood problems for each of these properties. We would appreciate waiver or release of the liens in favor of the County for each of these properties. Without the lien releases the donations are not feasible for us to accept. We discussed this months ago with Mr. Stephen West as we began our properties and title research.

We attach for your review the March 7th and follow up April 10th title research memoranda from Steve Moorhead for these properties. Following each memorandum are copies of the referenced lien filings in order of the listed properties and liens; we have also written the address on the first page of the copy of each lien.

Ms. Sandra Slay
April 17, 2012
Page two

The properties are:

street address	account #
2917 N MILLER ST	07-1090-000
1138 N WEBSTER DR	07-0809-205
604 NEW YORK DR	05-3910-427
2403 W MALLORY ST	07-0911-000
1002 W HATTON ST	06-3304-000
3 BAGGETT CT	07-1090-200
417 N OLD CORRY FIELD RD A	02-1464-000
629 BULLARD AVE	05-5692-000
1713 DAUPHINE ST	06-1252-000
5576 CHARBAR DR	03-0763-155
4 TENNESSEE DR	07-2411-000

Naturally we would like to gratefully help in any way possible to assist with this, and we invite calls or questions.

Thank you and we look forward to discussing this further soon.

Sincerely,



Dick Baker (dbaker@pensacolahabitat.org)

Enclosures

cc: Ms. Dianne Taylor (letter only)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2695

Written Communication 9. B.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Environmental (Code) Enforcement Lien Relief – 208 Alton Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

May 29, 2012 (second request) - Email communication from Heidi Rogers, American Homeowner Preservation, LLC, on behalf of American Homeowner Preservation Fund, L.P., requesting that the Board provide relief of the one-time fine, in the amount of \$5,000, relative to a Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Heidi Rogers, on behalf of American Homeowner Preservation Fund, L.P., has no other recourse but to appeal before the Board under Written Communication. American Homeowners Preservation Fund, L.P., has offered to pay all hard cost associated with the lien.

BACKGROUND:

August 13, 2010 The Office of Environmental Enforcement received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

Notice of violation received and signed for by owner Michelle Neely on August 18, 2010

August 31, 2010 Officer reinspected property. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked "Refused".

Violations remain. Photos taken.

October 21, 2010 Title search was requested and reveals title vested in Michelle Neely.

Violations remain. Photos taken on November 11, 2010.

December 3, 2010 A Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.

December 14, 2010 Hearing was held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.

Copy of Order mailed to owner both regular and certified mail on December 15, 2010. Both orders returned marked "Refused".

January 31, 2010 A Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".

Property abated by Escambia County on July 11, 2010. Affidavit of compliance signed by Abatement Officer.

Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed" on July 18, 2010.

December 2, 2010 A Certification of Cost signed by Special Magistrate and recorded in Official Records.

First request was presented before the Board on May 17, 2012. Board voted to not take any action.

BUDGETARY IMPACT:

Lien amount Cost

Court Cost \$1,100.00

Abatement Cost \$400.00

Fines(one time fine) \$5,000.00

TOTAL \$6,500.00

This amount does not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

208 Alton Road

Sandra F Slay

From: Heidi Rogers [h.rogers@ahphelp.com]
Sent: Tuesday, May 29, 2012 1:09 PM
To: Sandra F Slay
Cc: Michael Dolezal
Subject: Re: Requets for Lien forgiveness

Hi Sandra, Thanks for taking my call today. As we discussed, we would be willing to pay the hard cost of \$1500 if the board will waive the one time fine of \$5000. We will have the buyer show up at the meeting on June 28th.

Thanks
Heidi

On Tue, May 29, 2012 at 7:53 AM, Sandra F Slay <SFSLAY@co.escambia.fl.us> wrote:

Good morning Heidi,

To my knowledge there aren't any outstanding issues except for the lien. Since the Board voted not to take action on this lien I'm not sure where you or the buyer can go from here. I've never heard of the Board agreeing to a request like you are suggesting. The lien amount has been recorded and will need to be paid.

Sandra

From: Heidi Rogers [mailto:h.rogers@ahphelp.com]
Sent: Friday, May 25, 2012 2:36 PM
To: Sandra F Slay
Subject: Re: Requets for Lien forgiveness

Hi Sandra, I left you a voicemail yesterday. I am still looking for some resolution for this property. The value of the property is around \$8K, so we do not stand to make any money on this deal. As a matter of fact, we will lose money. We are a small asset management company that purchase low end mortgage notes from other lenders. We keep running into a pattern in every state we do business. The low end properties are boarded up and abandoned by both the owner and the lender. They have a list of liens against the house which makes it unattractive to investors. So the house remains abandoned for years impacting the value of every home in the neighborhood. The property at 208 Alton is a perfect example of what is going on across the country. We just want to see someone come in and fix this home up and help the neighborhood. The buyer is willing to address

all the repair issues cited in the judgement. Is it possible for the board to allow the buyer to sign an agreement that states he will address the outstanding issues in a specified time or the lien will stand?

On Fri, May 18, 2012 at 11:32 AM, Sandra F Slay <SFSLAY@co.escambia.fl.us> wrote:

Ms. Rogers,

The Board of County Commissioners heard your request at Thursday's meeting but voted to take no actions.

Sandra

From: Heidi Rogers [<mailto:h.rogers@ahphelp.com>]
Sent: Tuesday, May 15, 2012 2:03 PM
To: Alison A. Perdue
Cc: Sandra F Slay; Shirley L. Gafford; Judy H. Witterstaeter; Michael Dolezal; Dianne C. Simpson
Subject: Re: Requets for Lien forgiveness

Oops forgot to send attachment

On Tue, May 15, 2012 at 1:56 PM, Heidi Rogers <h.rogers@ahphelp.com> wrote:

Hello Alison, The prior owner has released their ownership in the property at 208 Alton. Please find the executed Deed-in-lieu attached. A local title company is handling the recording. Hopefully, this will be enough for the board to discuss the case at the meeting on May 17th. Please confirm.

Thanks

Heidi Rogers

On Wed, Apr 18, 2012 at 9:53 AM, Alison A. Perdue <aaperdue@co.escambia.fl.us> wrote:

I can suggest that in order for the Board to take action on this, they would need to see that the AHP company is reflected as the property owner in the public records. As of this date, I don't believe this is true.

From: Heidi Rogers [<mailto:h.rogers@ahphelp.com>]
Sent: Wednesday, April 18, 2012 9:36 AM
To: Sandra F Slay
Cc: Alison A. Perdue; Shirley L. Gafford; Judy H. Witterstaeter; Michael Dolezal
Subject: Re: Requets for Lien forgiveness

Sandra F Slay

From: Stephen G. West
Sent: Wednesday, March 21, 2012 9:13 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 208 Alton Road

Sam:

This one does not meet any of the criteria upon which the County Administrator can deny relief. So it can be sent to the BCC for consideration.

Note that the letter states that the County's \$6,629 lien exceeds the market value of the property. This is probably an exaggeration. The Property Appraiser's website shows the assessed value (which is typically much less than the market value) at \$39,356.

-----Original Message-----

From: Sandra F Slay
Sent: Wednesday, March 21, 2012 9:02 AM
To: Stephen G. West
Subject: FW: 208 Alton Road

Steve,

Please see attached request for lien forgiveness. Please let me know what I need to do.

Thanks
Sam

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Wednesday, March 21, 2012 8:53 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 03.21.2012 09:52:31 (-0400)
Queries to: code_copier@myescambia.com



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 208 Alton Road
Property Owner: Michelle Neely
Original Complaint: Overgrowth, trash, debris and unsecured structure
EE Case #: CE 100804675

- 08/13/10** Received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 08/18/10** Notice of violation received and signed for by owner Michelle Neely.
- 08/31/10** Reinspection conducted. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked "Refused".
- 09/21/10** Violations remain. Photos taken.
- 10/21/10** Title search requested and reveals title vested in Michelle Neely.
- 11/05/10** Violations remain. Photos taken.
- 12/03/10** Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.
- 12/14/10** Hearing held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.
- 12/15/10** Copy of Order mailed to owner both regular and certified mail. Both orders returned marked "Refused".
- 01/31/11** Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".
- 07/11/11** Property abated by Escambia County. Affidavit of compliance signed by Abatement Officer.
- 07/18/11** Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed".
- 12/02/11** Certification of Cost signed by Special Magistrate and recorded in Official Records.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$400.00
Fines(one time fine)	<u>\$5,000.00</u>
TOTAL	\$6,500.00

This amount does not include the Clerk's recording fees or interest.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-04675
Location: 208 Alton Road
PR# 382S30-1002-005-002

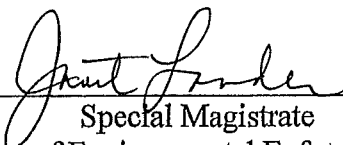
Michelle Neely
1392 Autumn Breeze
Gulf Breeze, FL 32563

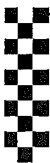
ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of December 14, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (u), (x) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 14, 2010.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>400.00</u>
Total:	\$ 6,500.00

DONE AND ORDERED at Escambia County, Florida on this 2nd day of December, 2011.


Special Magistrate
Office of Environmental Enforcement



AMERICAN HOMEOWNER PRESERVATION, LLC



OHIO

Facsimile transmittal

To: Sandra Slay, Manager Environmental Enforcement.

Fax: 18505951840

From: American Home Preservation - (513) 729-9720

Date: Mar 20, 2012

Re: Lien Waiver Pages: 2

Urgent For Review Please Comment Please Reply

Notes or Comments_____

Request for lien waiver for 208 Alton, Pensacola, FL. Owner Michelle Neely

Lien Waiver Form



American Homeowner Preservation

Date: March 20, 2012

To: Sandra Slay, Manager Environmental Enforcement

Owner's Information

Owner's Name: Michelle Neely

Property Address: 208 Alton Road
Pensacola, FL

Comments: American Homeowner Preservation Fund, L.P. is now the Primary lien holder on the property listed above. The owner, Michelle Neely, has abandoned the property and is currently going through the foreclosure process. AHP would like to avoid foreclosure on this home. There are local investors that are interested in purchasing and renovating the home. There is currently a county lien of \$6629.00 against the property which exceeds the market value of the home. We are requesting a waiver of the lien.

Heidi Rogers

American Homeowner Preservation LLC

Phone: 312-386-5681 office | 513-729-9720 fax

Email: H.rogers@ahphelp.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2774

Written Communication 9. C.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Environmental (Code) Enforcement Lien Relief – 920 N 63rd Avenue and 6340 Louisville Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

June 12, 2012 - Email communication from Fred Gunther, Gunther Properties, LLC, requesting that the Board provide relief of Code Enforcement Liens against properties located at 920 North 63rd Avenue and 6340 Louisville Avenue, owned by Mary Pearson, in exchange for Ms. Pearson deeding the property located at 920 North 63rd Avenue to Escambia County and paying the hard costs, in the amount of \$3,300.

Recommendation: That the Board review and consider lien relief request made by Fred Gunther against properties located at 920 North 63rd Avenue and 6340 Louisville Avenue.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

Fred Gunther, Gunther Properties, LLC, has no other recourse but to appeal before the Board under Written Communication. Fred Gunther has offered to pay all hard cost associated with the liens.

BACKGROUND:

Fred Gunther is assisting the owner in selling property separate from the two being considered by the Board for lien forgiveness.

Mr. Gunther would like to pay all hard cost associated with the three liens and donate the property located at 920 N 63rd Avenue to Escambia County.

The Office of Environmental Enforcement currently has an open and active Order against 920 N. 63rd Avenue.

Attached are histories for each lien in question.

BUDGETARY IMPACT:

920 N 63rd Avenue (1st lien)

Lien amount Cost
Court Cost \$1,100.00
Fines \$156,800.00

TOTAL \$157,900.00

920 N 63rd Avenue (2nd lien)

Lien amount Cost
Court Cost \$1,100.00
Fines (pending) ?

TOTAL ?

6340 Louisville Avenue

Lien amount Cost
Court Cost \$1,100.00

TOTAL \$1,100.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

920 N 63rd Avenue and 6340 Louisville Avenue

920 N 63rd Avenue and 6340 Louisville Avenue

920 N 63rd Avenue and 6340 Louisville Avenue



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 920 N. 63rd Avenue
Property Owner: Mary Pearson
Original Complaint: Overgrowth, trash, debris, inoperable vehicle and deteriorated structure
EE Case #: CE 05120268

- 12/05/05** Received complaint for overgrowth, trash and debris and deteriorated structure.
- 04/13/06** Complaint investigated and violations observed. Notice of violation mailed both regular and certified mail to owner.
- 04/28/06** Certified notice of violation return marked "Unclaimed".
- 07/17/06** Reinspection conducted. Violations remained. Photos taken.
- 07/27/06** Violations remain. Photos taken. Officer requested special magistrate hearing.
- 08/23/06** Notice of Hearing sent both regular and certified mail. Notice returned mark "Unclaimed" Copy of hearing posted on property and photos taken.
- 09/12/06** Hearing held. \$1,100 court cost awarded to Escambia County, \$200.00 per day fine with a deadline of 09/20/06.
- 09/13/06** Copy of Order mailed to owner both regular and certified mail. Both orders returned marked "Unclaimed".
- 09/21/06** Reinspection conducted and violations remained.
- 02/23/07** Final Notice Prior to Demolition mailed to owner and received on 03/08/07.
- 03/10/07** Received letter communication from owner requesting the county not demolish her house.
- 03/12/07** Received letter from Attorney Keith Weidner with copy of an "Order for a temporary injunction" signed by Circuit Court Judge Frank Bell.
- 11/13/07** Letter sent to owner's attorney from County Assistant Attorney Ryan Ross advising owner the violations remain on the property.

08/12/07 Violations abated and fines stopped.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines	<u>\$156,800.00</u>
TOTAL	\$157,900.00

This amount does not include the Clerk's recording fees or interest.



Office of Environmental Enforcement



Escambia County Central Office Complex
 3363 West Park Place
 Pensacola, Florida 32505
 Phone: 850.595-1820
 Fax: 850.595-1840
 Sandra Slay, Division Manager

Property Address: 920 N. 63rd Avenue
Property Owner: Mary Pearson
Original Complaint: Overgrowth, trash, debris and deteriorated structure
EE Case #: CE 100905250

- 09/09/10** Received complaint for overgrowth, trash and debris and deteriorated structure. Complaint investigated and violations observed. Notice of violation mailed both regular and certified mail to owner. Certified notice returned marked "Unclaimed".
- 09/23/10** Second notice of violation hand delivered to owner. Obtained signature.
- 10/17/10** Reinspection conducted. Violations remained. Photos taken. Officer requested special magistrate hearing.
- 11/15/10** Notice of Hearing sent both regular and certified mail. Notice received by owner on 11/17/10. Copy of hearing posted on property and photos taken.
- 11/30/10** Hearing held. \$1,100 court cost awarded to Escambia County, \$50.00 per day fine with a deadline of 01/17/10.
- 11/31/10** Copy of Order mailed to owner both regular and certified mail. Owner received certified copy of order.
- 01/18/11** Reinspection conducted and violations remained.

***** Office of Environmental Enforcement has an open and active order against this property.**

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines (pending)	?
TOTAL	?

This amount does not include the Clerk's recording fees or interest.



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 6340 Louisville Avenue
Property Owner: Mary Pearson
Original Complaint: Overgrowth, trash, debris and unsecured structure
EE Case #: CE 05080566

- 08/16/05** Received complaint.
- 01/26/06** Officer investigated complaint and observed violations. Posted property will notice of violation.
- 02/09/06** Notice of violations mailed both regular and certified mail to owner.
- 06/07/06** Notice of violation returned marked "Unclaimed".
- 06/16/06** Case prepared for Special Magistrate.
- 08/01/06** Notice of Hearing mailed both regular and certified mail to owner.
- 08/22/06** Hearing held. County awarded \$1,100.00 court cost and a \$50.00 per day fines with a deadline of 09/13/06.
- 08/23/06** Copy of Order mailed to owner.
- 09/13/06** Reinspection conducted. Violations remained.
- 09/14/06** Copy of Order returned marked "Unclaimed"
- 02/01/07** Ms. Pearson appeared before the Board under Written Communication to request lien forgiveness. The Board voted to forgive the daily fines if she abated violations within 30 days.
- 02/27/07** Reinspection conducted and violations were abated.

Lien amount	<u>Cost</u>
Court Cost	<u>\$1,100.00</u>
TOTAL	\$1,100.00

This amount does not include the Clerk's recording fees or interest.

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

8. Written Communication:

- A. Communication from Greg Godfrey, representing Mary B. Pearson, requesting that the Board consider releasing a Code Enforcement Lien (Case No.: 05-08-0566) that has been placed on Ms. Pearson's property located at 6340 Louisville Avenue;

Approved 5-0 to waive the daily fines and give 30 days to abate the balance of the property

- B. January 15, 2007, communication from William E. Creel, requesting that the Board consider releasing a Code Enforcement Lien attached to property located at 300 Washburn Street; and

Approved 5-0 to waive the daily fines in the amount of \$7,550

- C. December 4, 2006, communication from Orlando and Glynis Bethel concerning a claim that their Constitutional Rights have been violated.

No Action Taken (Chairman White advised that Orlando and Glynis Bethel were not present)

9. 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*, as follows:

A. The following six Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in The Escambia Sun-Press on January 18, 2007, for consideration of the Petition to Vacate a portion of Graupera Street, located in Beach Haven Subdivision, as petitioned by Catherine Elaine Venable;
- (2) The 5:32 p.m. Public Hearing, advertised in The Escambia Sun-Press on January 18, 2007, for consideration of the Petition to Vacate a portion of Siguenza Drive, located in Siguenza Cove Subdivision, as petitioned by Key Storage, L.L.C.;

(Continued on Page 4)



June 12, 2012

Escambia County Board of County Commissioners
PO Box 1591
Pensacola, FL 32591-1591
Attn: Ms. Shirley Gafford

RE: 920 N. 63rd Avenue and 6340 Louisville Avenue, Pensacola, FL

Ms. Gafford:

I am writing you to request being placed on the written communication agenda at the Board of County Commissioner's meeting scheduled for June 28, 2012.

I have enclosed several Orders and Amended Orders from Escambia County Code Enforcement against Mary Pearson and the above referenced properties. Ms. Pearson engaged my company last month to sell a property she owns located in the City of Pensacola at 1602 W. Garden Street. A local doctor has the property under contract to purchase and he intends to build a medical office on the site. Hancock Bank holds the mortgage on this property and Ms. Pearson is in default on the loan. I have spoken with a representative of Hancock Bank and they have agreed to a short sale, meaning they will accept less than the total amount due on this loan. A stipulation of the short sale approval is that Ms. Pearson will not receive any funds at closing.

I have attached an email from the closing attorney, but it basically says this property can not close unless the enclosed Code Enforcement Orders are terminated. The above referenced properties were damaged during Hurricane Ivan and Ms. Pearson does not have the money to make the necessary repairs to bring the property located at 920 N. 63rd Avenue into compliance. The property located at 6340 Louisville Avenue was foreclosed last year and a Certificate of Title was issued to the lender on December 14, 2011. The property located at 920 N. 63rd Avenue is cross collateralized with the property located at 1602 W Garden Street and if this sale does not go through, Hancock Bank has indicated they may foreclose on both of these properties.

GUNTHER PROPERTIES, LLC
213 S BAYLEN STREET
PENSACOLA, FL 32502

P 850.433.0666
F 850.470.6397

www.guntherproperties.com

On behalf of Ms. Pearson, I would like to formally request that in exchange for Ms. Pearson deeding the property located 920 N 63rd Avenue to Escambia County and paying \$3,300 to Escambia County as reimbursement for the hard costs associated with code enforcement actions on these properties, Escambia County agree to terminate all orders and amended orders associated with these properties.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred Gunther". The signature is written in black ink and is positioned above the printed name.

Fred Gunther

Fred Gunther

Subject: Contract on 1602 W Garden Street
Attachments: 20120607100515543.pdf

From: William Mitchem [mailto:WHM@beggslane.com]
Sent: Thursday, June 07, 2012 10:42 AM
To: Fred Gunther
Cc: ksimmons@catalystcre.com; Stephne Watts
Subject: RE: Contract on 1602 W Garden Street

Fred:

I have attached the commitment. As you will note, there are several requirements to be cleared on B-1. Items 8-12 relate specifically to the subject property and are probably cleared per your agreement with the Special Magistrate. Items 13-17 relate to other property owned by Ms. Pearson. 13-15 constitute a lien on all of her other real/personal property and therefore must be cleared. Hopefully, this clears up a rather muddy picture, but if you would like to discuss, please feel free to give me a call. Thanks. Bill

William H. Mitchem, Esq.
Beggs & Lane RLLP
501 Commendencia St.
(P.O.Box 12950)
Pensacola, Florida 32502

Phone: (850) 469-3318
Fax: (850) 469-3331

CONFIDENTIALITY NOTICE: The information enclosed with this email is privileged, private, and confidential and is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient(s) be advised that unauthorized use, disclosure, copying, distribution or the taking of any action in reliance on the contents of this email is strictly prohibited. Please notify me immediately if you received this email in error. Thank you.

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 352S304201007001 Account: 072710000 Owners: PEARSON MARY L Mail: 720 PICKENS AVE PENSACOLA, FL 32503 Situs: 920 N 63RD AVE 32506 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$0 Land: \$9,448 <hr/> Total: \$9,448 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>																														
Sales Data		2011 Certified Roll Exemptions None																														
<table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/1994</td> <td>3620</td> <td>663</td> <td>\$9,000</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1971</td> <td>531</td> <td>337</td> <td>\$14,900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>374</td> <td>480</td> <td>\$6,800</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1967</td> <td>335</td> <td>898</td> <td>\$3,350</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/1994	3620	663	\$9,000	QC	View Instr	01/1971	531	337	\$14,900	WD	View Instr	01/1968	374	480	\$6,800	WD	View Instr	01/1967	335	898	\$3,350	WD	View Instr	Legal Description LT 7 BLK 1 PLAINVIEW PB 1 P 80 OR 865 P 722 OR 3620 P 663
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[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 421S302201006003 Account: 041152500 Owners: NATIONSCREDIT FINANCIAL SERVICES CORPORATION Mail: 9000 SOUTHSIDE BLVD BLDG 400 5TH FLOOR JACKSONVILLE, FL 32256 Situs: 6340 LOUISVILLE AVE 32526 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$40,509 Land: \$14,250 <hr/> Total: \$54,759 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																																				
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Section Map Id: 42-1S-30-2 Approx. Acreage: 0.2600 Zoned: R-3																																						

Buildings	
Building 1 - Address:6340 LOUISVILLE AVE, Year Built: 1971, Effective Year: 1971	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-6.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-DIMEN/ARCH SHNG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME	
Areas - 1379 Total SF BASE AREA - 1000 CARPORT FIN - 209 OPEN PORCH FIN - 104 UTILITY UNF - 66	
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Recorded in Public Records 09/15/2006 at 03:53 PM OR Book 5992 Page 1782,
Instrument #2006093931, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 09/15/2006 at 03:23 PM OR Book 5992 Page 1610,
Instrument #2006093843, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

13

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-12-0268
Location: 920 N. 63rd Avenue
PR# 352830-4201-007-001

Mary L. Pearson
920 N. 63rd Avenue
Pensacola, FL 32306

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Mary L. Pearson and 2 neighbors as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances *30-208(a), (b)(c), (d) +*
(e) and Land Development Code 7.07.06(c).

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary L. Pearson shall have until September 20 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Remove all trash, debris, solid waste and over-growth in excess of 12 inches; remove or repair the inoperable vehicle; repair all the deteriorated structure by repairing broken windows, the roof, gutters, as well as all other deteriorated conditions.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$200⁰⁰ per day, commencing September 21, 2006.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Mary L. Pearson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 12th day of September, 2006.


S. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

By: Paula D.C.
Date: 9/15/06



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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-12-0268
Location: 920 N. 63rd Avenue
PR# 352S30-4201-007-001

Mary L. Pearson
920 N. 63rd Avenue
Pensacola, FL 32506

AMENDED ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Mary L. Pearson and 2 neighbors as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 30-203(a), (b), (c), (d) & (e) and hand Development Code 7.07.06(c).

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary L. Pearson shall have until September 20, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Remove all trash, debris, solid waste and overgrowth in excess of 12 inches; remove or repair the inoperable vehicle; repair of the delapidated structure by repairing broken windows, the roof, awnings, as well as all other deteriorated conditions. If the structure is not repaired and restored, the same shall be removed.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 200.00 per day, commencing September 21, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Mary L. Pearson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 7th day of March, 2007.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/15/2007 at 09:00 AM OR Book 6106 Page 1367,
Instrument #2007024946, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 03/15/2007 at 08:28 AM OR Book 6106 Page 1255,
Instrument #2007024918, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

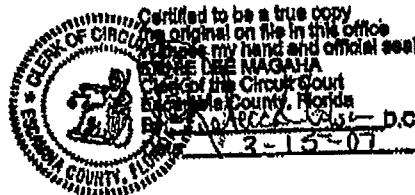
Case No.: 05-12-0268
Location: 920 N. 63rd Avenue
PR# 352830-4201-007-001

Mary L. Pearson
920 N. 63rd Avenue
Pensacola, FL 32506

AMENDED ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Mary L. Pearson and 2 neighbors as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 90-203(a), (b), (c), (d) & (e)
and Land Development Code 7.07.06(c).

has occurred and continues.



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary L. Pearson shall have until September 20, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Remove all trash, debris, solid waste and overgrowth in excess of 12 inches; remove or repair the inoperable vehicle; repair of the delapidated structure by repairing broken windows, the roof, awnings, as well as all other deteriorated conditions. If the structure is not repaired and restored, the same shall be removed.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$200.00 per day, commencing September 21, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Mary L. Pearson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

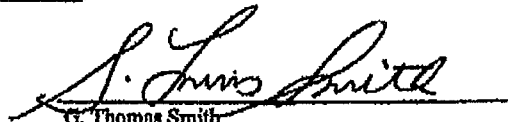
The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 17th day of March, 2007.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 08/24/2006 at 09:44 AM OR Book 5977 Page 766,
Instrument #2006085603, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 08/24/2006 at 08:59 AM OR Book 5977 Page 403,
Instrument #2006085502, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

141

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 03-08-0566
Location: 6340 Louisville Avenue
PR# 421830-2201-006-003

Mary B. Pearson
920 North 63rd Avenue
Pensacola, FL 32506

AFFECTS OTHER
PROP - BUT
CONSTITUTE A
VIOL ON THE
SUBJECT
PROP

No. 141

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
MARY PEARSON as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 830-203(a), 203(b), 203(c)

has occurred and continues.

Certified to be a true copy
of the original on file in this office
by my hand and official seal
ERNE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
August 24, 2006



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: MARY PATSON shall have until 9/12, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Complete removal of all debris, removal of all debris

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50 per day, commencing 9/13/06, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against MARY PATSON.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 22nd day of August, 2006.


Jeni Meyer
Special Magistrate
Office of Environmental Enforcement

De-Atkinson

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-08-0566
Location: 6340 Louisville Avenue
PR# 421S30-2201-006-003

Mary B. Pearson
920 North 63rd Avenue
Pensacola, FL 32506

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
MARY PEARSON as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 203-203(a); 203(b); 203(c)

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: MARIE PEARSON shall have until 9/12, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Complete removal of all grass, removal of all debris on

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50⁰⁰ per day, commencing 9/13/06, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against MARIE PEARSON.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 22nd day of August, 2006.



Jini Meyser
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/20/2010 at 02:42 PM OR Book 6670 Page 163,
Instrument #2010082165, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 12/20/2010 at 01:53 PM OR Book 6669 Page 1866,
Instrument #2010082090, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

15

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

*Other
Property - But
Considers A
Lien on the
Subject
Property*

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-09-05250
LOCATION: 920 North 63rd Avenue
PR# 352830-4201-007-001

Mary L. Pearson
920 North 63rd Avenue
Pensacola, Florida 32506

Mary L. Pearson
3107 East Cervantes Street
Pensacola, Florida 32503

Nettle Umbrell
4223 Lynn Ora Drive
Pensacola, Florida 32504

Jeff Trier
P.O. Box 725
Pensacola, Florida 32591-0725

ORDER

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

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris

Certified to be a true copy
the original on file in the Circuit Court
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: [Signature]
Date: 12/20/2010

42-196 (c) Inoperable Vehicle(s); Described _____

42-196 (d) Overgrowth

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

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

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

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

82-171 Mandatory Residential Waste Collection

82-15 Illegal Burning

82-5 Littering Prohibited

LDC Article 6 Commercial in residential and non permitted use

LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

Other _____

Other owner/contractor to meet exhaust other

Other to identify items of repair

Other _____

Other _____

Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: MAAY L. RAMSON shall have until JAN 17, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

Other _____

Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing June 14, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100. are awarded in favor of Escambia County as the prevailing party against MARY PERREN

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 30th day of November, 2010.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/07/2011 at 02:46 PM OR Book 6696 Page 1350,
Instrument #2011014874, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-89-05250
LOCATION: 920 North 63rd Avenue
PR# 352830-4201-007-001**

**Mary L. Pearson
920 North 63rd Avenue
Pensacola, Florida 32506**

**Mary L. Pearson
3107 East Cervantes Street
Pensacola, Florida 32503**

**Nettie Umbreit
4223 Lynn Ora Drive
Pensacola, Florida 32504**

**Jeff Trier
P.O. Box 725
Pensacola, Florida 32591-0725**

AMENDED ORDER

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

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris

42-196 (c) Inoperable Vehicle(s); Described _____

42-196 (d) Overgrowth

30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)

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

82-171 Mandatory Residential Waste Collection

82-15 Illegal Burning

82-5 Littering Prohibited

LDC Article 6 Commercial in residential and non permitted use

LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

Other Owner/contractor to meet Enforcement Officer to identify items of repair.

Other _____

Other _____

Other _____

Other _____

Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary L. Pearson shall have until January 17, 2011 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

Other _____

Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing January 18, 2011. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100 are awarded in favor of Escambia County as the prevailing party against Mary Pearson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(4) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2811

Written Communication 10.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Written Communication - Jennifer Ponson, Coordinator , Student and Program Outreach, Pensacola State College

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Written Communication - Request for Funding.

June 14, 2012- Email communication from Jennifer Ponson, Coordinator, Student and Program Outreach, Pensacola State College, seeking support from the Board for the 2013 Skills USA State Conference and Worlds of Possibilities Career Expo through Bed Tax dollars to assist with cost of the Pensacola Civic Center and production of the event.

BACKGROUND:

N/A

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

Written Communication Request - Jennifer Ponson

PENSACOLA STATE — COLLEGE —

Student & Program Outreach
Phone: 850-484-2245 Fax: 850-484-2320

June 14, 2012

Dear Board of County Commissioners,

On behalf of SkillsUSA and Pensacola State College, we respectfully request permission to be on the agenda for the Board of County Commissioner's Meeting on June 28, 2012. The purpose for our appearance is to seek support from the Escambia County Board of Commissioners for the 2013 Skills USA State Conference and Worlds of Possibilities Career Expo through bed tax dollars to assist with cost of the Civic Center and production of the event.

In 2012, over 2,600 students, teachers, and administrators from throughout the state of Florida attended SkillsUSA and Worlds of Possibilities at the Pensacola Civic Center, resulting in a 2.5 million dollar impact on our local economy through hotel rooms alone. According to Civic Center personnel, the event was the largest of its kind to be held at the Pensacola Civic Center in 2012. The Civic Center was the perfect venue for the state competition, as well as the career expo, and we anticipate attendance to increase 2013, in the right location.

Thank you for your consideration. We look forward to seeing you on June 28th.

Sincerely,



Jennifer Ponson, Coordinator
Student & Program Outreach

Shirley L. Gafford

From: Ponson, Jennifer [jponson@pensacolastate.edu]
Sent: Thursday, June 14, 2012 5:03 PM
To: Shirley L. Gafford
Subject: Agenda Request BCC June 28th
Attachments: County Commission Letter.docx

Please see attached request.

Thank you
Jennifer Ponson
jponson@pensacolastate.edu
850 484-2245
850 698-3183



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2740

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Public Hearing to Consider an Ordinance Establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Material, LLC

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing an EDATE for Ascend Performance Materials, LLC.

Recommendation: That the Board adopt an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Materials, LLC, for 62% of their business expansion for up to 10 years.

BACKGROUND:

October 21, 2010 the Board adopted a Resolution (R2010-199) establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Ascend Performance Material, LLC for up to 10 years for a business expansion.

The business expansion will include an investment over \$50,000,000 to expand and equip the existing production facility. The business expansion will increase the company's local production by more than 10%.

BUDGETARY IMPACT:

The Property Appraiser's Office estimates loss of revenue for the current Fiscal Year for this specific EDATE to be \$356,305.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was approved by the County Attorney's Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

Attachments

Ascend Perf. Materials Backup

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION
Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both,
no later than March 1 of the year the exemption is desired to take effect.

1 Business name	Ascend Performance Materials, LLC	Mailing address	PO Box 97
2 Please give name and telephone number of owner or person in charge of this business.	Gonzalez, FL 32560-0097		
Name	Ozong E Etta, Controller	Telephone number	713-315-5700
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed	3000 Old Chemstrand Road, Cantonment, FL 32533-8900		4 Date you began, or will begin, business at this facility
5 Description of the improvements to real property for which this exemption is requested			Date of commencement of construction of improvements
See Attached			06/09/2012

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased						APPRAISER'S USE ONLY	
Class or Item	Age	Date of Purchase	Taxpayer's Estimate of			Cond*	Value
			Original Cost	Cond*	Fair Market Rent		
See Attached			\$		\$		\$
			\$		\$		\$
			\$		\$		\$
			\$		\$		\$
			\$		\$		\$
			\$		\$		\$
			\$		\$		\$
			\$		\$		\$

Average value of inventory on hand: \$0 *Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a <input type="checkbox"/> new business or <input checked="" type="checkbox"/> expansion of an existing business	9 Trade levels (check as many as apply)
8 Describe type or nature of your business Manufacture of Nylon Products	<input type="checkbox"/> Retail <input checked="" type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Office <input type="checkbox"/> Other, specify:

10 Number of full-time employees to be employed in Florida	If an expansion of an existing business:	Net increase in employment	From 698 to 814	14.6 %	Increase in productive output resulting from this expansion	in klbs	19 %
------------------------------------------------------------	------------------------------------------	----------------------------	-----------------	--------	-------------------------------------------------------------	---------	------

11 Sales factor for the facility requesting exemption:	Total sales in Florida from this facility-one (1) location only	25,904,336	divided by	Total sales everywhere from this facility-one (1) location only	1,012,728,616	=	2.5 %
--------------------------------------------------------	-----------------------------------------------------------------	------------	------------	-----------------------------------------------------------------	---------------	---	-------

12 For office space owned and used by a corporation newly domiciled in Florida	Date of incorporation in Florida	Number of full-time employees at this location	803
--------------------------------------------------------------------------------	----------------------------------	------------------------------------------------	-----

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date	4/23/12	Signature, preparer	
Signature, taxpayer	<i>Chris Fredrick</i>	Preparer's address	
Title	Plant Controller	Preparer's telephone number	

Property Appraiser's Use Only		
I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	\$ 95,948,415
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	\$ 1,788,018
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	\$ 356,305
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted	
	Improvements to real property \$	Personal property \$ 51,079,501
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a	
	<input type="checkbox"/> new business <input checked="" type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI	Last year for which exemption may be applied	2022

Application to be filed not later than March 1 5-3-2012 *Jammy Smith for Chris Jones*
Date Signature, Property Appraiser

Project description	Asset description	Cap Invest 2012 as of 3/31/12 (\$)	Total Expected Cap Invest 2012 (\$)	Total Expected Cap Invest 2013 (\$)	Total project Cap Investment 2012 - 2013 (\$)	Estimated Production or In-Service Date
PN20305 Capital - 601 Parking Lot Lights	Tall lights	1,500	65,000	0	65,000	6/30/2012
PN20285 Capital - Truss Screws	Process Equipment (screws), motors, VFD's	112,600	369,400	201	369,601	6/30/2012
PN20287 Capital - Feed Pump & Tails	pumps, motors	311,000	571,000	0	571,000	6/30/2012
PN20287 Capital - Well Header Reliability	Piping, valves	22,100	68,100	0	68,100	6/30/2012
PN20301 Capital - Area I VOC Offset	Compressors, piping	451,000	971,000	0	971,000	7/31/2012
PN20310 Capital - Adipic Tankage 1080	Tank, pumps, piping	962,000	2,532,000	0	2,532,000	7/31/2012
PN20299 Capital - Electrical Infrastructure Phase I	Switch gear, Motor Control Centers (MCC), MCC buildings	504,000	2,954,000	0	2,954,000	8/31/2012
PN20318 Capital - Bins Bottom Replacement	Vessels, piping	149,000	650,000	0	650,000	8/31/2012
PN20302 Capital - Grude Pumps Phase II	Pumps, motors	132,000	362,000	0	362,000	8/31/2012
PN20307 Capital - KA Oxidation Interlock	Instruments, piping, control systems	298,000	1,341,000	0	1,341,000	9/30/2012
PN20327 Capital - 22/23 Hygiene Improvement	Packaging equipment, piping, instruments	0	250,000	0	250,000	9/30/2012
PN20314 Capital - In-line Compounding,	Extruder, pelletizer, loss in weight feeders, packaging	0	4,300,000	1,100,000	5,400,000	9/30/2012
PN20259 Capital - High Voltage Upgrade	HV Switchgear	13,800	13,800	450,000	463,800	5/31/2013
PN20290 Capital - CP24 Truss Screw	Process equipment (screws)	0	0	235,000	235,000	7/31/2013
PN20311 Capital - PZK Sustainability	pumps, piping, process equipment	0	0	210,000	210,000	7/31/2013
PN20319 Capital - Hydrogen Plant	Switch gear, foundations, piping, electrical, Outside boundary limits for new plant. see note 1.	0	4,100,000	795,000	4,895,000	7/31/2013
PN20290 Capital - Truss Screw CP24	Process Equipment (screw)	0	0	230,000	230,000	9/30/2013
PN20317 Capital - HMD Refine Expansion	Refining vessels, piping, instruments	0	250,000	12,500,000	12,750,000	9/30/2013
PN20316 Capital - LPD Dechlor	piping, valves, instruments	0	100,000	3,400,000	3,500,000	9/30/2013
PN20272 Capital - SNCR Phase I	Selective Non-catalysis Reduction Equipment, pumps, instruments	0	0	4,200,000	4,200,000	11/30/2013
PN20313 Capital - #9 Vaporizer	Vaporizer unit (similar to a boiler)	0	0	6,400,000	6,400,000	11/30/2013
PN30315 Capital - 57-62% Nylon Salt	Piping, instruments, controls	0	0	800,000	800,000	11/30/2013
PN20286 Capital - Lockers	Lockers	30,000	128,000	84,000	212,000	12/31/2013
PN20323 Capital - Nitric Inlet Air Filtration	Air Filter, ducting	0	0	450,000	450,000	6/30/2013
PNxxxx Capital - Site Level Projects	Group of small projects all less than \$150K total cost	72,000	600,000	0	600,000	12/15/2012 - \$600K 12/15/2013 - \$600K
TOTAL IN CIP		3,059,000.00	19,625,300.00	31,454,201.00	51,079,501.00	

**ASCEND PERFORMANCE MATERIALS
PENSACOLA PLANT**

ECONOMIC DEVELOPMENT AD VALROEM PROPERTY TAX EXEMPTION APPLICATION

ITEM #5: DESCRIPTION OF THE IMPROVEMENTS FOR WHICH THIS EXEMPTION IS REQUESTED

Nylon Pellets Making Projects: Modification of existing idle continuous polymerization lines, buying new manufacturing equipment for pelletizing and conveying products from the lines to existing and new product storage and distribution area and installing this equipment and materials.

Infrastructural Projects for Making Pellets: Buying and installing new manufacturing equipment for expanding the manufacturing areas that make the raw materials and utilities for making the Nylon Pellets.

ORDINANCE NUMBER 2012-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ENCOURAGING ECONOMIC DEVELOPMENT IN THE COUNTY; ESTABLISHING AN EXEMPTION FROM CERTAIN ESCAMBIA COUNTY AD VALOREM TAXATION FOR ASCEND PERFORMANCE MATERIALS, LLC, AN EXPANDING BUSINESS, PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR SHORT TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION AS THE EXPANSION OF AN EXISTING BUSINESS PURSUANT TO SECTION 196.1995(8), FLORIDA STATUTES; PROVIDING FOR CERTAIN COUNTY AD VALOREM TAX INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE OF TEN YEARS FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT ASCEND PERFORMANCE MATERIALS, LLC, MEETS THE DEFINITION IN SECTION 196.012(16), FLORIDA STATUTES, OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, Ascend Performance Materials, LLC, is such a business, which has made application to the County for an economic development ad valorem tax exemption for the assessed value of certain improvements to real property and of tangible personal property of Ascend Performance Materials, LLC, located at 3000 Old Chemstrand Road, Cantonment Road, Pensacola, Florida; and

WHEREAS, the Board of County Commissioners finds that the granting of this economic development ad valorem tax exemption to Ascend Performance Materials, LLC, is in the best interests of the health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Short Title.

This ordinance shall be known as County Ordinance 2012-_____ "Economic Development Ad Valorem Tax Exemption, Ascend Performance Materials, LLC."

Section 2. Grant and Legislative Intent.

After consideration of the report of the Escambia County Property Appraiser and the request of Ascend Performance Materials, LLC, filed with the Board of County Commissioners on April 27, 2012 and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners hereby grants and establishes for a

period of ten (10) years, effective for calendar year 2013, an exemption from County ad valorem taxation as provided for in Section 196.1995(7), Florida Statutes, as amended, of sixty two percent (62%) of the assessed value of certain improvements to real property and to the tangible personal property of Ascend Performance Materials, LLC, more particularly described in "Exhibit A" attached hereto and incorporated by reference.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the expansion of the existing business, as defined in Section 196.012(16), Florida Statutes. It is the further intent of this ordinance that the exemption hereby granted to Ascend Performance Materials, LLC, shall be solely on the account of and for the use and benefit of said business.

Section 3. Ad Valorem Tax Revenues.

Pursuant to Section 196.1995(9), Florida Statutes, as amended, the following has been determined by the Property Appraiser:

- a. Total Revenue available to the County for the current fiscal year from ad valorem tax sources is \$95,948,415.
- b. Revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is \$1,788,018.
- c. Estimate of revenue, which would be lost to the County during the current fiscal year, if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is \$356,305.
- d. Estimate of the taxable value lost to the County if the exemption applied for were granted:
 - (1) Improvements to real property \$0
 - (2) Tangible personal property \$51,079,501

Section 4. Expiration Date.

The Economic Development Ad Valorem Tax Exemption granted to Ascend Performance Materials, LLC, an expanding business, shall be for a period of ten (10) years and shall expire on December 31, 2022 at 12:01 a.m.

Section 5. Finding of Fact.

The Board of County Commissioners of Escambia County, Florida finds that Ascend Performance Materials, LLC, is an expansion of an existing business as defined by Section 90-148, Escambia County Code of Ordinances and Section 196.012(16), Florida Statutes, as amended.

Section 6. Rating.

The Board of County Commissioners of Escambia County, Florida finds that Ascend Performance Materials, LLC, qualifies for a 62% County ad valorem tax exemption for ten (10) years based upon receiving eight (8) out of thirteen (13) points under the criteria found in

Section 90-147, Escambia County Code of Ordinances. Ascend Performance Materials, LLC, accumulated five (5) points under the Capital Investment category, zero (0) points under the Number of Employees category, and three (3) points under the Wage Rate category for a total of eight (8) points. As a result, pursuant to Section 90-147(4), Escambia County Code of Ordinances, Ascend Performance Materials, LLC, shall receive a 62% ad valorem tax exemption for a period of ten (10) years.

Section 7. Severability.

In any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. Inclusion in the Code.

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

Section 9. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2012.

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

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

Wilson B. Robertson, Chairman

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: 6/9/12

10/21/2016 CATT-6

RESOLUTION NUMBER R2010- 199

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT OF ECONOMIC DEVELOPMENT PROSPECT "PROJECT EVEREST" AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF §196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, THE BOARD OF COUNTY COMMISSIONERS SHALL GRANT AN EDATE FOR THE EXPANSION OF AN EXISTING BUSINESS; RECOMMENDING "PROJECT EVEREST" BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF AN EDATE FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; REPEALING RESOLUTION R2010-175; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prospective business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

WHEREAS, this prospective business expansion, currently identified as "Project Everest", will provide 102 additional full time jobs with an average annual salary of \$55,000.00 per year, which represents 150% of the Pensacola MSA (Escambia and Santa Rosa Counties) average annual private sector wage as reported by the Florida Agency for Workforce Innovation (AWI) effective January 1, 2010; and

WHEREAS, this prospective business expansion, "Project Everest", will include an investment of approximately \$56,100,000.00 to expand and equip the existing production facility; and

WHEREAS, this prospective business expansion will increase the company's local production by more than 10%; and

WHEREAS, this prospective business expansion, "Project Everest" has announced its determination to apply for an Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners; and

WHEREAS, the Escambia County Board of County Commissioners hereby acknowledges that local financial support of 20% of the total tax refund is

Date: 10/22/2016 Verified By: A. Harsua

required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

WHEREAS, the Board of County Commissioners recommends Project Everest be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

WHEREAS, by Board action on September 16, 2010, the Board of County Commissioners previously adopted Resolution R2010-175 establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Project Everest for up to 10 years, and the Board has determined it is in the best interest of the public health, safety, and welfare to repeal Resolution R2010-175 and adopt this Resolution as it pertains to Project Everest.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

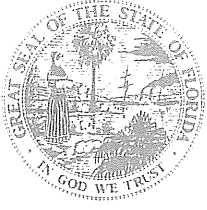
Section 2. That the Board of County Commissioners hereby supports and commends Project Everest's efforts as a qualified expanding business EDATE applicant under §196.1995, Florida Statutes.

Section 3. That upon approval of its application, the Board of County Commissioners shall grant an EDATE to this prospective business expansion, currently identified as "Project Everest".

Section 4. That the Board of County Commissioners recommends Project Everest be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

Section 5. That local financial support in the amount of \$ 81,600.00, which equals 20% of the total tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program, will be provided through an EDATE.

Section 6. That Resolution R2010-175 is hereby repealed in its entirety.



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone 850 434-2735 • Fax 850 435-9526



May 7, 2012

Mrs. Tonya Gant
Economic Development Coordinator
County Administration
Escambia County
221 Palafox Place, Suite 420
Pensacola FL 32502

RE: Economic Development Ad Valorem Tax Exemption
Ascend Performance Materials, LLC

Dear Mrs. Gant:

This is the Escambia County Property Appraiser's response to Larry Newsome's request to review the above referenced EDATE.

Resolution R2010-199 by the Board of County Commissioners of Escambia County, Florida expressed its support of Economic Development Prospect "Project Everest" as a qualified Economic Development Ad Valorem Tax Exemption (EDATE) applicant subject to the requirements of 196.1995, Florida Statutes. The prospective business expansion identified as "Project Everest" will provide 102 additional full time jobs and a capital investment of \$56,100,000.00. Ascend started the expansion on 10/4/2010, at which time they added 72 additional employees and \$20,861,829 of capital improvements were placed into production before the ordinance was granted as of 4/30/2012.

The DR-418 application received on April 27, 2012 for 2013 states Ascend will add 11 new employees with a capital investment of \$51,079,501 over the next two years. The original capital investment was \$56,100,000 with \$20,861,829 already in production before the ordinance was adopted leaves an expansion capital investment of \$35,238,171.

The Pensacola Chamber of Commerce and Ascend state they will add an additional capital outlay of \$15,841,330 to the \$35,238,171 for a total of \$51,079,501. The attachment to the application for the capital investment listed a generalized summary of the capital outlay. Per Kathleen Young at Ascend, that is the lowest level of detail that they have for this EDATE application. Until they purchase the equipment, they don't input any deeper level of specificity.

In closing, I ask that you attach the said detailed capital outlay list upon the submittal of the renewal application for 2013.

Sincerely,

Chris Jones, CFA
ESCAMBIA COUNTY PROPERTY APPRAISER

By:

Handwritten signature of Susan P. Smith in cursive.

Susan P. Smith, CFE
Director, Administrative Services

/bs



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2772

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: 5:33 p.m. Public Hearing - Repealing Certain Septic Tank Regulations Pursuant to HB 1263 (2012)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing certain septic tank regulations pursuant to HB 1263 (2012).

Recommendation: That the Board adopt an Ordinance repealing certain septic tank regulations pursuant to House Bill (HB) 1263 (2012).

BACKGROUND:

During its 2012 session, the Florida Legislature approved, and the Governor signed, House Bill 1263. House Bill 1263 prohibits counties from requiring septic tank and onsite sewage treatment system inspections at the time of a real estate sale. Escambia County had previously adopted a time-of-sale inspection requirement. This ordinance eliminates this requirement in conformance with House Bill 1263. The ordinance additionally repeals certain regulations governing aerobic treatment units that are inconsistent or redundant with state regulations.

BUDGETARY IMPACT:

The Escambia County Health Department will reimburse the County Attorney's Office for the legal advertisement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The revisions to the Ordinance were prepared by Ryan E. Ross, Assistant County Attorney, after coordination with the Escambia County Health Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The revisions to the Ordinance were prepared by Ryan E. Ross, Assistant County Attorney, after coordination with the Escambia County Health Department.

Attachments

Septic Tank Ordinance Amendments

ORDINANCE NUMBER 2012 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 98, ARTICLE III, SECTIONS 98-64 AND 98-65 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY REPEALING THE INSPECTION REQUIREMENT FOR SEPTIC TANKS AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS AT THE TIME OF A REAL PROPERTY SALE OR TRANSFER; DELETING REGULATIONS RELATED TO AEROBIC TREATMENT UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to state law, the Escambia County Board of County Commissioners has adopted regulations governing the installation and usage of septic tanks and on-site sewage treatment and disposal systems; and

WHEREAS, Escambia County works in conjunction with the Florida Department of Health to enforce these regulations and follows applicable state laws and administrative codes; and

WHEREAS, during the 2012 legislative session, the Florida Legislature adopted, and the Governor approved, House Bill 1263, which expressly prohibits counties from requiring inspections of septic tanks and on-site sewage treatment and disposal systems at the point of sale in a real estate transaction; and

WHEREAS, Escambia County currently requires such inspections through its Code of Ordinances, and

WHEREAS, Escambia County also has adopted regulations governing aerobic treatment units that are inconsistent or redundant with state regulations; and

WHEREAS, the Board of County Commissioners therefore finds that it is necessary to amend or delete its regulations to ensure consistency with state law.

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

SECTION 1. Chapter 98, Article III, Section 98-64 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 98-64. - Definitions.

The following words, phrases, or terms used in this article, unless the context indicates otherwise, shall have the following meanings:

1 ~~*Aerobic treatment unit.* A sewage treatment unit which introduces air into sewage~~
2 ~~to provide aerobic biochemical stabilization within a treatment receptacle.~~

3 *Available.* As applied to an Escambia County Utilities Authority (ECUA)
4 wastewater collection main, means that the wastewater collection main exists in a public
5 easement or right-of-way abutting the property line of the establishment or residence to
6 be served; is not under a department of environmental protection moratorium; has
7 adequate permitted capacity to accept the sewage to be generated by the
8 establishment or residence; and the plumbing system of the establishment or residence
9 can be connected to the collection main.

10 *ECUA retrofit prioritized areas.* Those areas scheduled for gravity or low
11 pressure wastewater system installation in the ECUA service area whose priority is
12 identified and updated periodically by the ECUA board and incorporated by reference
13 into this division.

14 *Enforcement agency.* The Florida Health Department shall enforce all provisions
15 of this article.

16 *Lot.* That portion of a parcel of land that is within the boundaries of such parcel
17 whether such parcel is described by recorded plat, metes and bounds or any other legal
18 method.

19 *Mean high water line.* The intersection of the tidal or nontidal plane of mean high
20 water with the shore.

21 ~~*On-site sewage treatment and disposal system (OSTDS).* Any domestic sewage~~
22 ~~treatment and disposal facility, including standard subsurface systems, graywater~~
23 ~~systems, laundry wastewater systems, alternative systems or experimental systems,~~
24 ~~installed on land of the owner or on other land to which the owner or owners have the~~
25 ~~legal right to install a system.~~

26 *Person.* Includes the words owner, agent of an owner, firm, association,
27 partnership, trust, company, corporation, as well as individual.

28 *Plat.* A map or drawing depicting the division of lands and blocks, parcels, tracts
29 or sites being a complete exact representation of the subdivision; and other information
30 in compliance with all applicable sections of the state plat act and this article.

31 ~~*Sale or transfer.* Transmission of real property from one person to another by~~
32 ~~voluntary act and agreement between the seller and buyer founded on a valuable~~
33 ~~consideration. The following transfers shall be exempt from this definition:~~

1 (1) — Transfers pursuant to court order, including, but not limited to, transfers
2 ordered by a probate court in the administration of an estate, transfers pursuant
3 to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in
4 bankruptcy, transfers by eminent domain and transfers resulting from a decree
5 for specific performance.
6

7 (2) — Transfers to a mortgagee by a mortgagor or successor in interest who is in
8 default; transfers to a beneficiary of a deed of trust by a trustor or successor in
9 interest who is in default; transfers by any foreclosure sale after default, in an
10 obligation secured by a mortgage; transfers by a sale under a power of sale or
11 any foreclosure sale under a decree of foreclosure after default in an obligation
12 secured by a deed of trust or secured by any other instrument containing a power
13 of sale; or transfers by a mortgagee or a beneficiary under a deed of trust who
14 has acquired the real property at a sale conducted pursuant to a power of sale
15 under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or
16 has acquired the real property by a deed in lieu of foreclosure.
17

18 (3) — Transfer by a bank, savings and loan association, mortgage banker, the
19 Federal National Mortgage Association, Government National Mortgage
20 Association, Federal Home Loan Mortgage Corporation, or other institutional
21 lender who has acquired the property through foreclosure or deed in lieu of
22 foreclosure.
23

24 (4) — Transfers of condominiums, as defined in F.S. (1993) ch. 718, or as
25 subsequently amended; cooperatives, as defined in F.S. (1993) ch. 719, or as
26 subsequently amended; and time share plans, as defined in F.S. (1993) ch. 21,
27 or as subsequently amended.
28

29 (5) — Transfers by a fiduciary in the course of the administration of a decedent's
30 estate, guardianship, conservatorship, or trust.
31

32 (6) — Transfers from one co-owner to one or more other co-owners.
33

34 (7) — Transfers made to a spouse or to a person or persons related by
35 consanguinity to one or more of the transferors.
36

37 (8) — Transfers between spouses resulting from a decree of dissolution of
38 marriage or a decree of legal separation or from a property settlement agreement
39 incidental to such a decree.
40

1 ~~(9) Transfers under F.S. (1993) ch. 197, or as subsequently amended, as a~~
2 ~~result of failure to pay property taxes.~~

3
4 ~~(10) Transfers or exchanges to or from any governmental entity.~~

5
6 ~~Seller. Owner or title holder of real property or person or entity who has authority~~
7 ~~to enter into a contract for sale of the property.~~

8 *Written corrective action.* A written statement issued to the violator of any
9 provision of this article, or his agent, identifying and specifying the violation, date and
10 time of issuance, corrective measure to be taken and date and time correction is to be
11 completed.

12 **SECTION 2.** Chapter 98, Article III, Section 98-65 of the Escambia County Code of
13 Ordinances is hereby amended as follows (words underlined are additions and words
14 stricken are deletions):

15 **Sec. 98-65. - Standards for on-site sewage treatment and disposal systems.**

16 (a) No septic tank or other on-site sewage treatment and disposal system
17 may be installed until a permit is obtained as provided in Escambia County Ordinance
18 81-10 (chapter 54, article II of this Code) from the Florida Department of Health.
19 Issuance of the permit is subject to the rules of the Florida Department of Health and
20 the following provisions:

21
22 (1) All on-site sewage disposal systems in the unincorporated areas of the
23 county shall be located laterally no less than 100 feet from the mean high water line
24 (MHW) of lakes, streams, canals or any other tidal or nontidal surface waters.

25
26 (2) The maximum allowable density where an on-site sewage disposal
27 system is utilized shall be calculated on a basis of lot size alone.

28
29 (3) The Florida Department of Health will not approve the usage of an on-site
30 sewage disposal system in an area that appears to be a wetland as defined by F.S. §
31 403.817, or where the estimated wet season high water table is determined by soil
32 conditions (such as mottling) to be at the ground surface. The applicant will be directed
33 to contact the Florida Department of Environmental Protection and the U.S. Army Corps
34 of Engineers for wetland jurisdiction determination.

35
36 ~~(4) Persons using aerobic treatment units, regardless of date installed, shall~~
37 ~~obtain an annual operating permit from the Florida Department of Health. The fee~~
38 ~~collected for this permit shall be used to perform periodic monitoring and effluent~~

1 ~~sampling of the unit. Persons operating an aerobic treatment unit shall permit~~
2 ~~department personnel right of entry to the property during normal working hours for~~
3 ~~monitoring and sampling.~~

4
5 ~~(5) a. Existing septic tanks or other on-site sewage treatment and disposal~~
6 ~~systems in both the incorporated and unincorporated areas of Escambia County, Florida~~
7 ~~south of Well Line Road and Becks Lake Road shall be inspected upon transfer or sale~~
8 ~~in compliance with an environmental analysis program, to be administered by the~~
9 ~~Florida Department of Health.~~

10
11 ~~b. Proof of compliance with the inspection requirement set forth herein shall be~~
12 ~~furnished by the seller or the transferor to the buyer or transferee prior to closing or~~
13 ~~transfer of the property on a form prepared and executed by the Florida Department of~~
14 ~~Health. Failure to provide such proof as required herein constitutes a violation of this~~
15 ~~article by the seller or transferor. The completed form shall be attached to the deed or~~
16 ~~other instrument of conveyance and shall be recorded in the public records of Escambia~~
17 ~~County, Florida. Failure to comply with the requirements set forth in this section shall~~
18 ~~not affect the validity of any transfer of deed nor the date of filing of the deed or other~~
19 ~~instrument of conveyance, nor shall acceptance for filing of any deed or other~~
20 ~~instrument be deemed an acknowledgment of compliance with the requirements of this~~
21 ~~section.~~

22
23 ~~(4) a. c. An environmental analysis program will be administered by the~~
24 ~~Florida Department of Health, Escambia County Health Department. Fees for this~~
25 ~~program shall include a surcharge on permits for onsite sewage treatment and disposal~~
26 ~~system installation and an inspection fee for inspections made upon transfer or sale of~~
27 ~~property with an onsite sewage treatment and disposal system, set annually by~~
28 ~~resolution of the board of county commissioners.~~

29
30 ~~b. d. Fees collected under this program and other allocated program~~
31 ~~resources shall be exclusively for an environmental analysis program and a citizen's~~
32 ~~financial assistance program and to administer Section 98-69 of this ordinance to be as~~
33 ~~defined annually by the Board of county commissioners in the county's annual budget.~~

34
35 ~~e. The results of the environmental analysis program will be used to~~
36 ~~define new ECUA retrofit prioritized areas and refine the prioritized areas annually.~~

37
38 **SECTION 3. SEVERABILITY.**

39
40 If any section, paragraph, sentence or clause of this Ordinance or the application
41 thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional
42 by a court of competent jurisdiction, it is the intent of the Board that such section,

1 invalidity, paragraph, sentence or clause shall be deemed separate, distinct,
2 independent and severable and shall not otherwise affect application of this Ordinance
3 that can be given effect without the invalid provision or application.
4

5 **SECTION 4. INCLUSION IN THE ESCAMBIA COUNTY CODE.**
6

7 The provisions of this Ordinance shall become and be made part of the
8 Escambia County Code and the word Ordinance may be changed to section, article, or
9 other appropriate word or phrase, and the sections of this Ordinance may be
10 renumbered to accomplish such intention.

11 **SECTION 5. EFFECTIVE DATE.**

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

13 DONE AND ENACTED THIS ____ DAY OF _____, 2012.
14

15 BOARD OF COUNTY COMMISSIONERS
16 ESCAMBIA COUNTY, FLORIDA

17
18
19 BY: _____
20 Wilson B. Robertson, Chairman

21 ATTEST: ERNIE LEE MAGANA
22 Clerk to the Circuit Court

23
24 BY: _____
25 Deputy Clerk

26
27 (Seal)

28 Enacted:
29 Filed with Department of State:
30 Effective:
31
32
33



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 ◆

AI-2782 **Clerk & Comptroller's Report** **14. 1. 1.**

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Acceptance of Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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

A. The following two Payroll Expenditures:

- (1) Pay Date June 8, 2012, in the amount of \$2,089,709.34; and
- (2) Pay Date June 22, 2012, in the amount of \$2,165,611.07;

B. The following three Disbursement of Funds:

- (1) May 31, 2012, to June 6, 2012, in the amount of \$11,533,864.22;
- (2) June 7, 2012, to June 13, 2012, in the amount of \$3,368,120.36; and
- (3) June 14, 2012, to June 20, 2012, in the amount of \$4,809,888.47;

C. Budget Comparison Reports for eight (8) months, or 66.67%, of Fiscal Year 2012, as follows:

- (1) Summarized, by fund, Budget to Actual Comparison as of May 31, 2012;
- (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of May 31, 2012; and
- (3) General Fund graph of two-year comparison of actual revenues vs. actual expenditures as of May 31, 2012; and

D. The Investment Report for the month ended May 31, 2012.

Background:

Regarding the May 2012 Investment Report:

The total portfolio earnings for the month of May equaled \$110,445. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.24% and should be compared to the benchmark of the Merrill Lynch 1-5 Yr. Treasury Index yielding .19%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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: June 8, 2012

Check No:	\$0.00
Direct Deposits:	\$1,105,805.08
Total Deductions and Matching Costs:	\$983,904.26
Total Expenditures:	\$2,089,709.34

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 JUN -6 A 10:59
 OF THE BOARD OF
 COUNTY COMMISSIONERS



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: June 22, 2012

Check No:	\$0.00
Direct Deposits:	\$1,144,428.78
Total Deductions and Matching Costs:	\$1,021,182.29
Total Expenditures:	\$2,165,611.07

2012 JUN 20 P 12: 59
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 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:

05/31/12 to 06/06/12

DISBURSEMENTS

Computer check run of:

<u>06/06/12</u>	\$ <u>4,541,747.06</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>6,960,045.25</u>
Preferred Governmental Claims	\$ <u>29,525.58</u>
Credit Card Purchases	\$ <u>2,546.33</u>

Total Disbursement by Wire

\$ 6,992,117.16

TOTAL DISBURSEMENTS

\$ 11,533,864.22

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.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 JUN -6 A 11:38
 OF THE BOARD OF
 COMMISSIONERS



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:

06/07/12 to 06/13/12

DISBURSEMENTS

Computer check run of:			
	<u>06/13/12</u>		\$ <u>2,916,476.65</u>
	<u>L-Vendor</u>		\$ <u>0.00</u>
Hand-Typed Checks:			\$ <u>15,000.00</u>
Disbursement By Wire:			
Preferred Governmental Claims		\$ <u>15,961.13</u>	
Other First Transit Transportation		\$ <u>335,417.00</u>	
Civic Center		\$ <u>85,265.58</u>	
Total Disbursement by Wire			\$ <u>436,643.71</u>
TOTAL DISBURSEMENTS			\$ <u>3,368,120.36</u>

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.

2012 JUN 14 A 8:29
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 OF THE BOARD OF
 COMMISSIONERS



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:

06/14/12 to 06/20/12

DISBURSEMENTS

Computer check run of:

<u>06/20/12</u>	\$ <u>4,465,355.68</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire

Preferred Governmental Claims	\$ <u>38,875.78</u>
Credit Card Purchases	\$ <u>21,166.52</u>
Other	\$ <u>283,970.21</u>
Veolia Transportation Services	\$ <u>520.28</u>
Kevin Wayne White	\$ <u>520.28</u>

Total Disbursement by Wire

\$ 344,532.79

TOTAL DISBURSEMENTS

\$ 4,809,888.47

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.

2012 JUN 20 P 2:49
 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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

FINANCE
 JURY MANAGEMENT
 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: June 21, 2012

SUBJECT: Budget Comparison Reports October 1, 2011 through May 31, 2012

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for eight (8) months, or 66.67%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of May 31, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of May 31, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of May 31, 2012.

PLS/nac

2012 JUN 21 P 2:01
 CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY
 ESCAMBIA COUNTY, FLORIDA

Budget to Actual Summary Report
For the fiscal year 2012
as of May 31, 2012
8 months or 66.67% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,457,361	\$ 175,852,714	\$ 115,482,134	66%	\$ 101,886,380	58%	\$13,595,754
101 Esc. County Restricted	293,382	21,080	1,272,266	1,586,728	205,679	13%	192,671	12%	13,008
102 Economic Development	2,765,000	131,438	1,626,128	4,522,566	437,943	10%	649,881	14%	(211,938)
103 Code Enforcement	2,188,239	0	972,453	3,160,692	1,110,439	35%	1,547,377	49%	(436,938)
104 Mass Transit	9,030,374	0	1,490,808	10,521,182	4,517,038	43%	4,214,222	40%	302,816
106 Mosquito Control	18,396	0	45,163	63,559	9,298	15%	9,696	15%	(398)
108 Tourist Promotion	5,758,178	2,597,408	1,861,847	10,217,433	4,811,733	47%	5,138,536	50%	(326,803)
110 Grants Fund	8,728,639	2,115,213	6,942,496	17,786,348	5,820,959	33%	6,386,565	36%	(565,606)
112 Disaster Recovery	0	0	0	0	11,495,560	n/a	0	n/a	11,495,560
114 Misdemeanor Probation	2,330,518	0	257,628	2,588,146	1,641,296	63%	1,367,916	53%	273,380
115 Article V	3,322,595	89,951	3,454,597	6,867,143	1,810,633	26%	2,297,624	33%	(486,991)
116 Development Review Fees	255,250	0	110,967	366,217	158,907	43%	148,449	41%	10,458
117 Perdido Key Beach Mouse	0	0	130,196	130,196	6,943	n/a	0	n/a	6,943
120 SHIP	160,000	0	476,864	636,864	228,475	36%	218,995	34%	9,480
121 Law Enforcement Trust	0	0	598,378	598,378	417,734	n/a	194,797	n/a	222,937
124 Affordable Housing Grant	1,732,212	857,931	1,629,377	4,219,520	1,333,960	32%	1,453,507	34%	(119,547)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	2,198,779	35%	2,100,528	33%	98,251
130 Handicapped Parking	19,000	0	195,945	214,945	29,840	14%	9,619	4%	20,221
131 Family Mediation	100,000	0	17,622	117,622	755	1%	3,793	3%	(3,038)
143 Fire Protection Fund	11,186,061	0	462,404	11,648,465	10,452,716	90%	6,670,843	57%	3,781,873
145 E-911	1,448,750	17,500	1,701,635	3,167,885	608,025	19%	1,159,225	37%	(551,200)
146 HUD-CDBG Housing Rehab	50,000	0	39,981	89,981	705	1%	(740)	-1%	1,445
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	951,690	21%	931,833	21%	19,857
151 Community Redevelopment	1,767,073	296,449	3,840,692	5,904,214	905,437	15%	813,163	14%	92,274
152 Southwest Sector	0	3,336,781	1,028,164	4,364,945	29,689	1%	132,546	3%	(102,857)
167 Bob Sikes Toll	2,707,500	0	1,274,855	3,982,355	2,107,087	53%	1,503,642	38%	603,445
175 Transportation Trust	19,870,212	909,488	2,594,793	23,374,493	13,818,824	59%	12,801,452	55%	1,017,372
177 StreetLighting and Road MSBU	748,553	0	373,275	1,121,828	733,063	65%	407,746	36%	325,317

Budget to Actual Summary Report
For the fiscal year 2012
as of May 31, 2012
8 months or 66.67% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
181 Master Drainage	58,829	117,852	876,301	1,052,982	52,427	5%	140,344	13%	(87,917)
203 Debt Service	9,961,141	0	0	9,961,141	53,924,196	541%	51,583,874	518%	2,340,322
320 FTA Grants	0	0	2,779,444	2,779,444	317,653	11%	315,836	11%	1,817
333 New Road Construction	0	0	256,447	256,447	1,150	0%	221,379	86%	(220,229)
351 LOST II	0	4,765,306	10,601,136	15,366,442	20	0%	16,246,371	106%	(16,246,351)
352 LOST III	34,420,900	18,288,019	59,721,569	112,430,488	37,735,142	34%	29,879,768	27%	7,855,374
401 Solid Waste	19,342,566	0	4,390,880	23,733,446	7,579,744	32%	8,863,513	37%	(1,283,769)
406 Inspections	2,639,118	0	1,767,149	4,406,267	1,273,555	29%	1,615,499	37%	(341,944)
408 EMS	13,719,127	0	11,221,769	24,940,896	9,845,387	39%	6,773,803	27%	3,071,584
409 Civic Center	6,934,743	0	587,018	7,521,761	4,617,209	61%	5,607,462	75%	(990,253)
501 Internal Service Fund	26,131,936	0	5,820	26,137,756	9,533,730	36%	6,751,163	26%	2,782,567
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 126,300,554	\$ 532,512,561	\$ 306,205,554	58%	\$ 280,239,278	53%	

¹ This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

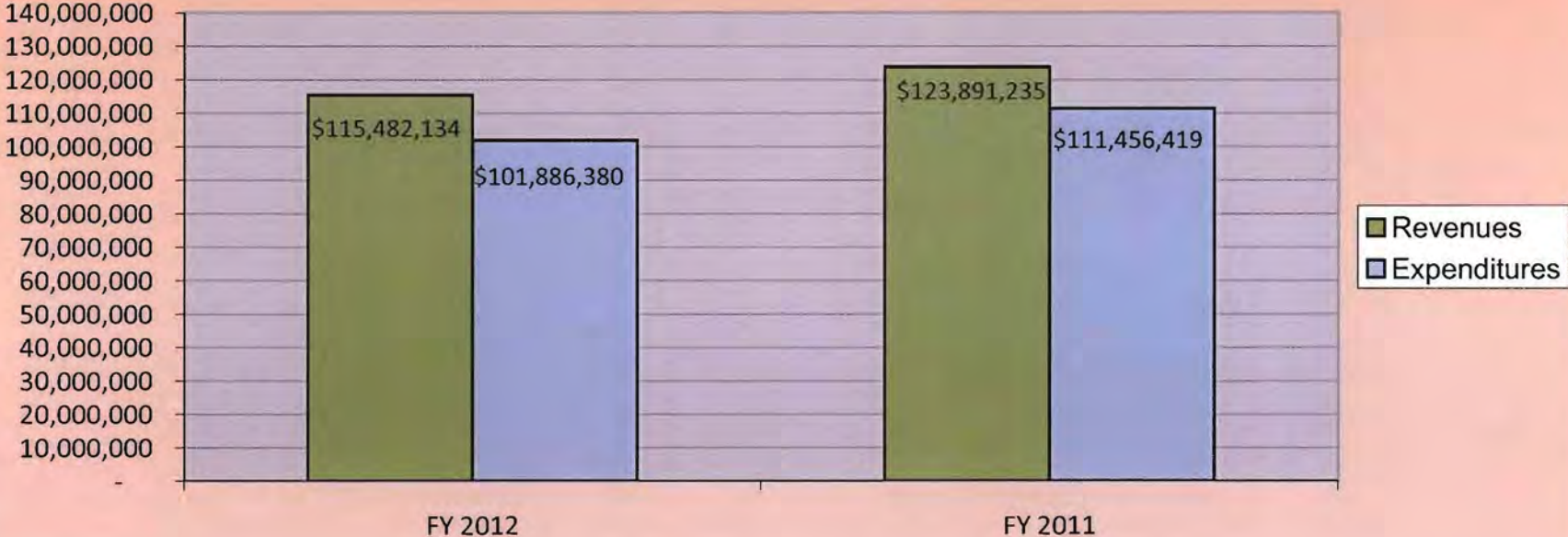
Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of May 31, 2012
8 months or 66.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - May Fiscal 2012	Actual Revenue Oct - May Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - May Fiscal 2012	Actual Expenditures Oct - May Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 115,482,134	\$ 123,891,235	-7%	\$ 101,886,380	\$ 111,456,419	-9%
101	Esc. County Restricted	205,679	216,301	-5%	192,671	236,113	-18%
102	Economic Development	437,943	2,424,383	-82%	649,881	1,220,524	-47%
103	Code Enforcement	1,110,439	1,636,367	-32%	1,547,377	1,274,031	21%
104	Mass Transit	4,517,038	6,683,250	-32%	4,214,222	5,335,483	-21%
106	Mosquito Control	9,298	18,784	-51%	9,696	20,626	-53%
108	Tourist Promotion	4,811,733	4,742,796	1%	5,138,536	3,063,578	68%
110	Grants Fund	5,820,959	2,215,712	163%	6,386,565	3,580,752	78%
112	Disaster Recovery	11,495,560	597,621	1824%	-	5,041,214	-100%
114	Misdemeanor Probation	1,641,296	1,676,211	-2%	1,367,916	1,467,716	-7%
115	Article V	1,810,633	1,921,214	-6%	2,297,624	1,662,724	38%
116	Development Review Fees	158,907	201,100	-21%	148,449	144,947	2%
117	Perdido Key Beach Mouse	6,943	709	879%	-	-	n/a
120	SHIP	228,475	53,286	329%	218,995	581,509	-62%
121	Law Enforcement Trust	417,734	281,365	48%	194,797	214,302	-9%
124	Affordable Housing Grant	1,333,960	25,371	5158%	1,453,507	243,328	497%
129	CDBG/HUD	2,198,779	2,737,315	-20%	2,100,528	2,830,790	-26%
130	Handicapped Parking	29,840	18,845	58%	9,619	53,632	-82%
131	Family Mediation	755	664	14%	3,793	3,128	21%
143	Fire Protection Fund	10,452,716	9,778,502	7%	6,670,843	7,700,218	-13%
145	E-911	608,025	488,591	-24%	1,159,225	949,729	-22%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of May 31, 2012
8 months or 66.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - May Fiscal 2012	Actual Revenue Oct - May Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - May Fiscal 2012	Actual Expenditures Oct - May Fiscal 2011	Incr/ -Dec from Fiscal 2011
146	HUD-CDBG Housing Rehab	705	223	216%	(740)	-	n/a
147	HUD-Home Fund	951,690	1,028,872	-8%	931,833	1,021,264	-9%
151	Community Redevelopment	905,437	953,729	-5%	813,163	1,644,858	-51%
152	Southwest Sector	29,689	116,265	-74%	132,546	210,809	-37%
167	Bob Sikes Toll	2,107,087	2,234,134	-6%	1,503,642	1,624,750	-7%
175	Transportation Trust	13,818,824	14,798,844	-7%	12,801,452	13,926,995	-8%
177	StreetLighting and Road MSBU	733,063	747,744	-2%	407,746	363,102	12%
181	Master Drainage	52,427	47,911	9%	140,344	385,310	-64%
203	Debt Service	53,924,196	5,355,719	907%	51,583,874	3,454,989	1393%
320	FTA Grants	317,653	474,800	-33%	315,836	488,461	-35%
333	New Road Construction	1,150	1,995	-42%	221,379	209,256	6%
350	LOST I	-	153	n/a	-	80,105	n/a
351	LOST II	20	234,373	-100%	16,246,371	5,228,390	211%
352	LOST III	37,735,142	22,828,749	65%	29,879,768	21,382,854	40%
401	Solid Waste	7,579,744	10,525,385	-28%	8,863,513	11,753,371	-25%
406	Inspections	1,273,555	1,228,262	4%	1,615,499	1,729,938	-7%
408	EMS	9,845,387	9,772,677	1%	6,773,803	6,492,688	4%
409	Civic Center	4,617,209	4,468,004	3%	5,607,462	5,213,639	100%
501	Internal Service Fund	9,533,730	13,992,584	-32%	6,751,163	8,303,657	-19%
	TOTALS	\$ 306,205,554	\$ 248,420,045	23%	\$ 280,239,278	230,595,199	22%

General Fund Only
Actual Revenues vs. Actual Expenditures
October through May
Two Year Comparison
FY 2012 and FY 2011



Note: General Fund Revenues decreased by about \$8 million, while General Fund expenditures decreased by about \$9.6 million.



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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

FINANCE
 JURY MANAGEMENT
 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: June 21, 2012

SUBJECT: May 2012 Investment Report

2012 JUN 21 P 4: 21
 CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY
 ESCAMBIA COUNTY, FLORIDA

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended May 31, 2012 as required by Ordinance 95-13.

The total portfolio earnings for the month of May equaled \$110,445. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.24% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding .19%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

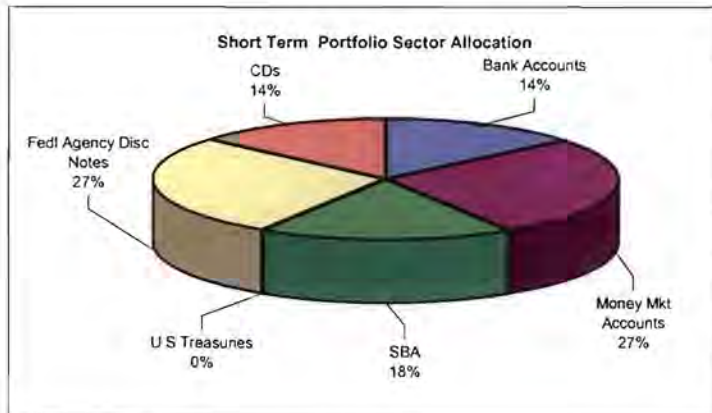
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

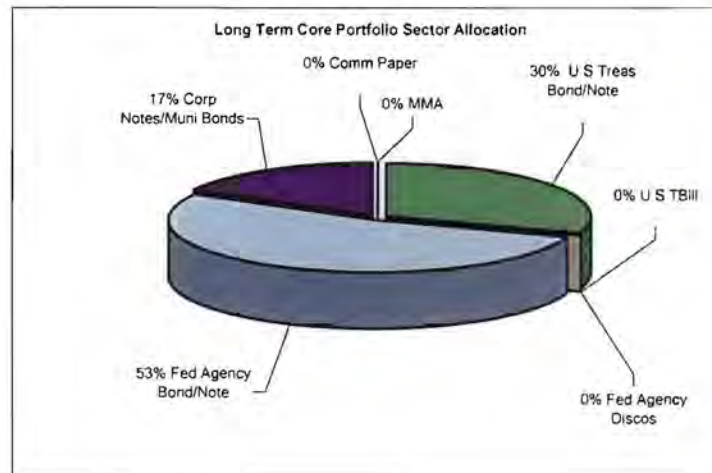


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2011-2012
May 31, 2012**

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 15,141,962	\$ 15,141,962	14%
Money Market Accounts	29,856,002	29,856,002	27%
State Board of Administration	19,061,151	19,061,151	18%
U S Treasuries	-	-	0%
Federal AgencyDiscount Notes	30,000,000	29,991,585	27%
Certificates of Deposit	16,000,000	16,000,000	14%
Total Short Term Portfolio Assets:	\$ 110,059,116	\$ 110,050,701	100%
Short Term Portfolio Yield:	0.24%	YTD Earnings:	\$137,741
Benchmark S&P GIP Index 30 Day:	0.06%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 30,730,000	\$ 31,509,498	30%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	52,875,000	54,917,626	53%
Corporate Notes/Muni Bonds	17,275,000	17,654,092	17%
Commercial Paper	-	-	0%
Federated Govt Money Market Fund	30,325	30,325	0%
Total Managed CORE Assets:	\$100,910,325	\$104,111,542	100%
CORE Portfolio Yield to Maturity at Cost:	1.24%	YTD Earnings:	\$ 1,140,293
CORE Portfolio Yield to Maturity at Market:	0.56%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.04%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	0.19%		

Total Portfolio: \$ 210,969,441 \$ 214,162,243

Current Month Earnings: \$ 110,445

Year to Date Earnings: \$ 1,278,034

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
May 31, 2012

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 5/31/2012	Book Value 5/31/2012	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
<u>BANK ACCOUNTS:</u>											
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	14,333,813	14,333,813	14,333,813				
BANK OF AMERICA (SHIP)			0.30%	NA	728,816	728,816	728,816				
BANK OF AMERICA (DDA)			0.30%	NA	79,333	79,333	79,333				
TOTAL BANK ACCOUNT					15,141,962	15,141,962	15,141,962	13.76%			
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.25%	NA	24,747,204	24,747,204	24,747,204			22.49%	10.00%
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.13%	NA	102,493	102,493	102,493			0.09%	10.00%
SERVISFIRST (MONEY MKT) ACCOUNT			0.30%	NA	5,006,304	5,006,304	5,006,304			4.55%	10.00%
TOTAL MONEY MARKET ACCOUNT					29,856,002	29,856,002	29,856,002	27.13%	20.00%		
STATE BOARD OF ADMINISTRATION Acct #141071			0.33%	NA	19,061,151	19,061,151	19,061,151				
TOTAL STATE BOARD OF ADMINISTRATION					19,061,151	19,061,151	19,061,151	17.32%	50.00%		
<u>FEDERAL INSTRUMENTALITIES:</u>											
MSSB-FHLB	12/14/2011	10/15/2012	0.08%	0.08%	5,000,000	4,997,735	4,998,500				
MSSB-FHLMC	12/14/2011	8/16/2012	0.08%	0.08%	5,000,000	4,999,260	4,999,166				
TOTAL MSSB					10,000,000	9,996,995	9,997,666			9.08%	25.00%
CANTOR-FNMA	12/14/2011	7/16/2012	0.07%	0.07%	5,000,000	4,999,750	4,999,572				
CANTOR-FNMA	12/14/2011	9/14/2012	0.07%	0.07%	5,000,000	4,998,540	4,999,000				
TOTAL CANTOR					10,000,000	9,998,290	9,998,572			9.09%	25.00%
RBC-FNMA	1/5/2012	9/28/2012	0.08%	0.08%	5,000,000	4,998,350	4,998,678				
TOTAL RBC					5,000,000	4,998,350	4,998,678			4.54%	25.00%
UBSPW-FHLMC	1/5/2012	10/2/2012	0.10%	0.10%	5,000,000	4,997,950	4,998,292				
TOTAL UBSPW-FHLMC					5,000,000	4,997,950	4,998,292			4.54%	25.00%
TOTAL FEDERAL INSTRUMENTALITIES					30,000,000	29,991,585	29,993,208	27.25%	100.00%		
<u>CERTIFICATES OF DEPOSITS:</u>											
COMPASS BANK	07/20/11	07/20/12	0.35%	0.35%	5,000,000	5,000,000	5,000,000				
COMPASS BANK	9/16/2011	6/15/2012	0.35%	0.35%	6,000,000	6,000,000	6,000,000				
TOTAL COMPASS BANK					11,000,000	11,000,000	11,000,000		See Above	10.00%	10.00%
SERVISFIRST	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000				
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000			4.54%	10.00%
TOTAL CERTIFICATES OF DEPOSITS					16,000,000	16,000,000	16,000,000	14.54%	20.00%		
TOTAL INVESTMENTS					110,059,116	110,050,701	110,052,324	100.00%			
INTEREST RECEIVABLE AS OF:	5/31/2012						47,421				
TOTAL EQUITY IN INVESTMENTS AS OF:	5/31/2012						110,099,745				
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	5/31/2012						102,888,810				
TOTAL EQUITY IN INVESTMENTS AS OF:	5/31/2012						212,988,555				



Managed Account Issuer Summary

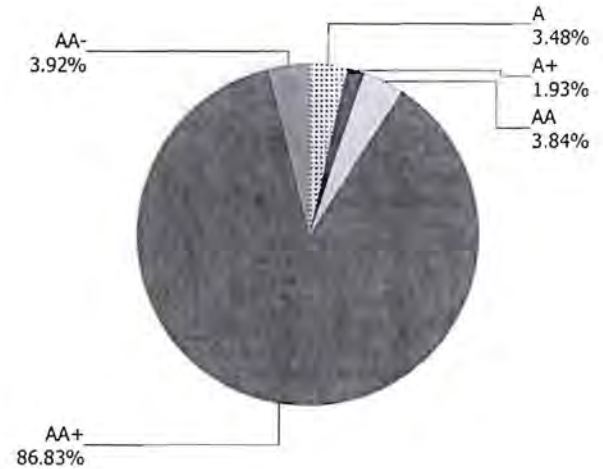
For the Month Ending **May 31, 2012**

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	2,007,174.00	1.93
DEERE & COMPANY	2,515,244.94	2.42
FANNIE MAE	22,651,586.29	21.76
FEDERAL FARM CREDIT BANKS	3,536,185.84	3.40
FEDERAL HOME LOAN BANKS	6,730,413.68	6.47
FREDDIE MAC	21,999,440.60	21.14
GENERAL ELECTRIC CO	3,951,187.50	3.80
MCDONALD'S CORPORATION	1,101,588.40	1.06
PROCTER & GAMBLE CO	3,011,370.00	2.89
STATE OF MICHIGAN	1,071,096.00	1.03
UNITED STATES TREASURY	31,509,498.21	30.26
WAL-MART STORES INC	3,996,431.25	3.84
Total	\$104,081,216.71	100.00%

Credit Quality (S&P Ratings)





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 ◆

AI-2753

Clerk & Comptroller's Report 14. 1. 2.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Proclamation Declaring State of Local Emergency (by Chairman of BCC)

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Proclamation Declaring State of Local Emergency (by Chairman of BCC)

That the Board accept, for filing with the Board's Minutes, the Proclamation Declaring State of Local Emergency (by Chairman of BCC) due to the imminent threat of severe flooding resulting from the rain event of June 9, 2012, effective for seven (7) days beginning at 2:46 p.m., Central Time, June 9, 2012, as enacted by the Chairman and provided to the Clerk to the Board during the Level 1 Activation of the Escambia County Emergency Operations Center of the same date, and transmitted to the Florida Department of State, via Federal Express, on June 11, 2012.

Attachments

CR I-2

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that severe flooding resulting from the rain event of June 9, 2012 has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), as amended by Ordinance No. 2002-28, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 2:46 p. m., central time, this 9th day of June 2012.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any

other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

9. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: *Wilson B. Robertson*
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: *Doris Harris*
Deputy Clerk



Dated this 9th day of June 2012.



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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

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

June 11, 2012

Honorable Kenneth W. Detzner
Secretary of State
Attention: Liz Cloud, Program Administrator
Administrative Code Unit
R. A. Gray Building, Room 101
500 South Bronough Street
Tallahassee, Florida 32399-0250

FEDERAL EXPRESS
AIRBILL NUMBER 8566 3671 5313

Dear Mr. Detzner:

Enclosed please find two (2) certified copies of *Proclamation Declaring State of Local Emergency (by Chairman of BCC)*, which was enacted by the Chairman of the Board of County Commissioners of Escambia County, Florida, due to the imminent threat posed by severe flooding from the rain event of June 9, 2012.

When this Proclamation has been filed in your office, please return one certified copy, showing the filing date, to the **Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, Attention: Doris Harris, Clerk to the Board's Office, 221 Palafox Place, Suite 130, Pensacola, Florida 32502-5843.**

Very truly yours,

Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller

By: *Doris Harris*
Doris Harris
Deputy Clerk to the Board

DCH/
Enclosures

FedEx[®] US Airbill

Express 8566 367J 53J3

1 From *Please print and press hard.*

Date 6-11-2012 Sender's FedEx Account Number 1677-4434-6

Sender's Name Doris Harris, Deputy Clerk Phone (850) 595-4310

Company CLERK OF THE CIRCUIT COURT

Address 190 GOVERNMENTAL CENTER

City PENSACOLA State FL ZIP 32501

2 Your Internal Billing Reference 6-9-2012 Emergency - Holding

3 To Recipient's Name Liz Cloud, Program Admr. Phone (850) 245-6271

Company FL Dept. of State - R.A. Gray Building

Address 500 South Bronough Street

Address Administrative Code Unit, Room 101

City Tallahassee State FL ZIP 32399-0250



4a Express Package Service

FedEx Priority Overnight FedEx Standard Overnight

FedEx 2Day FedEx Express Saver

4b Express Freight Service

FedEx 1Day Freight FedEx 2Day Freight

5 Packaging

FedEx Envelope* FedEx Pak*

6 Special Handling

SATURDAY Delivery HOLD Weekday at FedEx Location

No Yes Dry Ice Cargo Aircraft Only

7 Payment Bill to:

Sender Recipient Third Party Credit Card Cash/Check

Total Packages Total Weight Total Declared Value*

00



8 NEW Residential Delivery Signature Options

No Signature Direct Signature Indirect Signature

Required Advise at recipient's address No one is available at recipient's address

520

RETAIN THIS COPY FOR YOUR RECORDS



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 ◆

AI-2831

Clerk & Comptroller's Report 14. 1. 3.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Public Official Bonds for Santa Rosa Island Authority Board Members

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Approval of Public Official Bonds for Santa Rosa Island Authority Board Members

That the Board approve the Public Official Bonds, through McMahon-Hadder Insurance, Inc., as Bonding Company, to be executed by all Commissioners and filed with the SRIA, for the following two appointees to the Santa Rosa Island Authority (SRIA) Board:

A. Western Surety Company Bond No. 61379133, in the amount of \$10,000, for Elwyn D. Guernsey, effective July 12, 2012, for an indefinite term; and

B. Western Surety Company Bond No. 61379137, in the amount of \$10,000, for David Pavlock, effective July 12, 2012, for an indefinite term.

Background:

The SRIA has \$10,000 Public Official Bonds issued for all Board Members upon commencement of their terms and continuously renewed until the Board Members leave their appointments. In the past year, the SRIA changed insurance carriers from Moulton Allen to McMahon-Hadder. Consequently, Moulton Allen advised that the Bonds would not be renewed in July 2012 and McMahon-Hadder issued new Bonds, effective July 12, 2012. No other Public Official Bonds have required sign-off by the Board of County Commissioners; however, the insurance agency has advised that the signatures are necessary for complete execution. The original Bonds will be retained by the SRIA.

Attachments

CR I-3

WESTERN SURETY COMPANY
P.O. Box 5077
Sioux Falls, SD 57117-5077
(605) 336-0850



Bond No. 61379133
Effective Date: July 12th, 2012

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of Escambia

KNOW ALL PERSONS BY THESE PRESENTS, That we, Elwyn D Guernsey
(Official's Name)

as Principal, and WESTERN SURETY COMPANY

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of
\$ 10,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors,
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was
elected appointed Board Member Santa Rosa Island Authority
(Name of Office) to hold this office for
a term beginning July 12th, 2012 and ending Indefinite and until his/her
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X
(Signature of Official)

Signed and Sealed this 7th day of June, 2012
101 South Phillips Avenue
Sioux Falls, SD 57104-6703
(Address of Main Surety Company)

WESTERN SURETY COMPANY
By Daniel F. Rentz III

Mc Mahon-Hadder Ins., Inc.
(Name of Local Bonding Company)
375 N. 9th Ave., Pensacola, FL 32502
(Address of Local Bonding Company)



By X Daniel F. Rentz III
(Signature of Licensed Resident Agent)

By Daniel F. Rentz III
Appointed Agent of Surety

0082778
(Social Security Number of Licensed Resident Agent)
Daniel F Rentz III
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____
by: _____
County Commissioners

Chairman: _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Daniel F Rentz III of Pensacola, State of Florida, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Board Member Santa Rosa Island Authority

bond with bond number 61379133

for Elwyn D Guernsey

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 7th day of June, 2012.

ATTEST

A. Viator

A. Viator, Assistant Secretary

WESTERN SURETY COMPANY

By

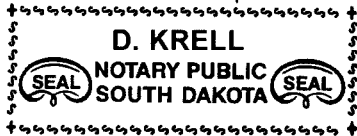
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of June, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2012

D. Krell

Notary Public

**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

STATE OF Florida
COUNTY OF Escambia } ss

On this 7th day of June, 2012, before me, a notary public in and for said County, personally appeared Daniel F Rentz III to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Daniel F Rentz III acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Pensacola, Florida, the day and year last above written.

My commission expires Sept 14, 2012

Katherine S. Howard
Notary Public

KATHERINE T. HOWARD
Notary Public, State of Florida
My comm. Exp. Sep. 14, 2012
Comm. No. DD 822504

WESTERN SURETY COMPANY
P.O. Box 5077
Sioux Falls, SD 57117-5077
(605) 336-0850



Bond No. 61379137
Effective Date: July 12th, 2012

Western Surety Company

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

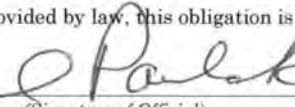
County of Escambia

KNOW ALL PERSONS BY THESE PRESENTS, That we, David Pavlock
(Official's Name)

as Principal, and WESTERN SURETY COMPANY
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of
\$ 10,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors,
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was
elected appointed Board Member Santa Rosa Island Authority
(Name of Office) to hold this office for
a term beginning July 12th, 2012 and ending Indefinite and until his/her
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X 
(Signature of Official)

Signed and Sealed this 7th day of June, 2012
101 South Phillips Avenue
Sioux Falls, SD 57104-6703
(Address of Main Surety Company)

By Daniel F. Rentz III
WESTERN SURETY COMPANY

Mc Mahon-Hadder Ins., Inc.
(Name of Local Bonding Company)
375 N. 9th Ave., Pensacola, FL 32502
(Address of Local Bonding Company)

 (SEAL)
By Daniel F. Rentz III
Appointed Agent of Surety

By X Daniel F. Rentz III
(Signature of Licensed Resident Agent)
0082778
(Social Security Number of Licensed Resident Agent)
Daniel F Rentz III
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____
by: _____
County Commissioners

Chairman: _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Daniel F Rentz III of Pensacola, State of Florida, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Board Member Santa Rosa Island Authority

bond with bond number 61379137

for David Pavlock

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

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In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 7th day of June, 2012.

ATTEST

A. Vietor

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

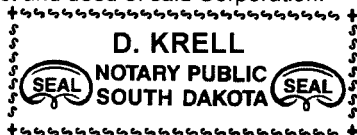
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 7th day of June, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2012

D. Krell

Notary Public

**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

STATE OF Florida)
COUNTY OF Escambia) ss

On this 7th day of June, 2012, before me, a notary public in and for said County, personally appeared Daniel F Rentz III to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Daniel F Rentz III acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Pensacola, Florida, the day and year last above written.

My commission expires Sept 14, 2012

Katherine T. Howard
Notary Public

KATHERINE T. HOWARD
Notary Public, State of Florida
My comm. Exp. Sep. 14, 2012
Comm. No. DD 822504



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 ◆

AI-2783

Clerk & Comptroller's Report 14. 1. 4.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. Closing documents related to the sale of surplus property, located at 811 Grandview Street, to Pensacola Habitat for Humanity, Inc., as approved by the Board on July 21, 2011, and received in the Clerk to the Board's Office on May 30, 2012;

B. *Modification #03 to Escambia County DCA CDBG Contract #10DB-D4-01-27-01-K08* between the State of Florida, Department of Economic Opportunity, and Escambia County, as executed by the Chairman on April 17, 2012, based on the Board's January 7, 2010, approval to submit the application and the June 17, 2010, acceptance of the Grant Contract, and received in the Clerk to the Board's Office on June 8, 2012; and

C. *DEP Contract No. WM920 Amendment No. 2*, as executed by the Chairman on March 29, 2012, based on the Board's action of December 7, 2006, approving a Grant Agreement with the Florida Department of Environmental Protection (DEP) for a Green Roof for the County's new One Stop Building, and received in the Clerk to the Board's Office on June 20, 2012.

Attachments


CR I-4



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk

FROM: Brenda J. Spencer, Assistant to 
Stephen G. West, Assistant County Attorney

DATE: May 30, 2012

RE: Surplus Property Sale – 811 Grandview Street
(7/21/2011 BCC Meetings)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded deed recorded in OR Book 6863 at page 42.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please contact me if you have any questions.

:bjs

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)
Dianne Taylor, Management & Budget (w/o attach)

LEENA MADHANA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
2012 MAY 30 P 3:19
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

7. Continued...

G. Authorizing the County Administrator, or his designee, to address pay disparities and reclassifications according to revised Human Resources policies, with an effective date of October 1, 2011, as long as the maximum financial impact does not exceed \$220,000 across all funds.

8. Taking the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declaring surplus the Board's real property located at 811 Grandview Street, Account Number 06-4000-000, Reference Number 33-2S-30-3300-060-265;
- B. Adopting the Resolution (*R2011-110*) authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approving the sale price of \$6,430.61 for the 811 Grandview Street property;
- D. Acknowledging that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorizing the Chairman to execute the Resolution and all documents related to the sale.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 06-06-2012

TO: Doris Harris, Deputy Clerk

BCC: 01-07-2010-06/17/2010

CAR II-10/CAR II-3 Modification #03 to Escambia County DCA CDBG Contract #10DB-D4-01-27-01-K08

Please Initial and Date
Below on Line Provided

slg 6/6/2012

Shirley Gafford, Program Coordinator, County Administration

Attached is the Clerk's Original of Modification #03 for filing with the Board's Minutes as provided by NEFI.

Thank you.

dch 6/8/2012

Doris Harris, Deputy Clerk

2012 JUN -8 AM 12
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
SHERI LEE MAGANA

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

8. Continued...

C. Approving that these terms are offered under threat of condemnation, and in the event the seller rejects this offer, authorizing the County Attorney's Office to file condemnation proceedings to acquire this property; and

D. Authorizing the Chairman to sign all documents needed to complete the purchase.

9. Taking the following action concerning the *(State of)* Florida Division of Emergency Management (FDEM) Domestic Security Grant award letter, dated October 30, 2009, identifying Grant funding being awarded to Escambia County, in the amount of \$72,000, with a Grant period of October 1, 2009, through April 30, 2012:

A. Approving the FDEM award letter identifying funding from the Homeland Security Grant Program that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459;

B. Authorizing the Chairman to execute the Grant award letter; and

C. Authorizing the County Administrator to execute the subsequent Grant Contract as referenced in the award letter.



10. Taking the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) (Funding: Fund 110, Other Grants and Projects, if awarded):

A. Adopting the Resolution *(R2010-7)* authorizing submission of the Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) Application to the Florida Department of Community Affairs (DCA), in the maximum amount of \$7,067,397, for the benefit of the citizens of Escambia County, the City of Pensacola, and the Town of Century;

(Continued on Page 39)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

10. Continued...

B. Approving the Interlocal Agreement with the City of Pensacola for joint implementation of affordable housing activities, estimated at \$3,000,000 in CDBG Disaster Recovery Grant (2008 Storms) funds;

C. Approving the Interlocal Agreement with the Town of Century, subject to legal signoff, for implementation of an estimated \$600,000 in CDBG Disaster Recovery Grant (2008 Storms) funds; and



D. Authorizing the County Administrator and/or Chairman, as appropriate, to execute all Application and Grant award documents, Agreements, related forms, and any other documents as may be required to submit, receive, and fully implement the Disaster Recovery Grant.

11. Accepting the funding recommendations from the United Way Human Services Appropriations Committee for Fiscal Year 2009-2010, in the amount of \$95,500, in the adopted Fiscal Year 2009-2010 Budget, Public Social Services, General Fund 001, Cost Center 220202.

12. Approving a Purchase Order, in the amount of \$167,991.19, to SMG for management fees for The Pensacola Civic Center for Fiscal Year 2009-2010, to be paid from Fund 409 (Civic Center Fund), Cost Center 221301 (Civic Center Admin.), Object Code 53401.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298



3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.
4. See Page 31.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

27. Awarding a Construction Contract, PD 06-07.004, Perdido Class I Landfill Section 4 Expansion, to T & K Construction, LLC, in the amount of \$4,919,000 (Fund 401, Solid Waste Fund, Cost Center 230315). 1859
28. Approving, and authorizing the Chairman to execute, an *Interlocal Agreement* and *Addendum #1 to Interlocal Agreement*, that would provide for the transfer of \$10.5 million of Local Option Sales Tax funds, and \$500,000 of general revenue funds, to the Pensacola Junior College Foundation, in order for the Foundation to request matching funds from the State for construction of a regional training facility. 1859

2. Green Roof Project

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried unanimously, taking the following action regarding *DEP Agreement No. S0311, Grant Assistance, Pursuant to Line Item 1718 of the 2005-2006 General Appropriations Act*, for up to \$1,000,000, from the Florida Department of Environmental Protection (FDEP) for a Green Roof for the County's new One Stop Building: 1901

- A. Accepting the Grant award and approving the Agreement from FDEP;
- B. Authorizing the Chairman's signature executing the Grant Agreement with FDEP, effective December 18, 2006; and
- C. Authorizing the Chairman to sign any subsequent Grant-related documents.

Speaker(s):

Steve Jernigan



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 ◆

AI-2845 **Clerk & Comptroller's Report** **14. 1. 5.**

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Pensacola Chamber of Commerce Performance Audit

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Pensacola Chamber of Commerce Performance Audit

That the Board accept, for filing with the Board's Minutes, the performance audit review entitled *Assistance in Evaluation of the Cost-Effectiveness of County*, as prepared by Kaye Kendrick, CPA; the audit was conducted to assist the County in evaluating the use of Economic Development Funds and Tourist Development Taxes in the County; no written response was received from the Chamber; the report outlines several points, as follows, which the County should consider:

- Better accountability and demonstration of results could be achieved with consistency and validation in performance reporting
- Data collected indicates economic results in excess of County funds expended have been realized for business retention; however, results based upon existing data are inconclusive for tourism promotion
- More economic opportunities may be realized with further analysis and study of data trends
- Desired results and accountability over contracted vendors could be ensured with performance-based contracting methodology
- Continued enhancements of the effectiveness and efficiency of the Chamber accounting system and controls is needed

Attachments

CR I-5



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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

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

TO: Honorable Board of County Commissioners

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

By: Patricia L. Sheldon
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services

DATE: June 22, 2012

SUBJECT: Pensacola Chamber of Commerce Performance Audit

2012 JUN 22 A 8:39
 RECEIVED BY THE BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY
 PENSACOLA, FL

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the performance audit review entitled "Assistance in Evaluation of the Cost-Effectiveness of County", as prepared by Kaye Kendrick, CPA. The audit was conducted to assist the County in evaluating the use of economic development funds and tourist development taxes in the County. No written response was received from the Chamber.

The report outlines several points which the County should consider:

- Better accountability and demonstration of results could be achieved with consistency and validation in performance reporting.
- Data collected indicates economic results in excess of County funds expended have been realized for business retention, however, results based upon existing data are inconclusive for tourism promotion.
- More economic opportunities may be realized with further analysis and study of data trends.
- Desired results and accountability over contracted vendors could be ensured with performance-based contracting methodology.
- Continued enhancement of the effectiveness and efficiency of the Chamber accounting system and controls is needed.

Should you have any questions, or desire to discuss further, please do not hesitate to call me at 595-4825.



COPY

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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

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

Jim Hizer, Chief Executive Officer
 Pensacola Chamber of Commerce
 117 West Garden Street
 Pensacola, FL 32502

Dear Mr. Hizer,

The Pensacola Chamber of Commerce was selected for an audit of all County funding received for the time period of October 1, 2009 to September 30, 2011. The audit encompassed all County payments via contract and/or Miscellaneous Appropriations Agreements, regardless of funding type/source in effect during that stated timeframe. Such funds demand a high degree of public interest and the review of taxpayer dollars serves an important public purpose. Attached is a copy of the audit report.

Briefing points presented in the audit are as follows:

- Several major points presented by the audit are as follows: Better accountability and demonstration of results could be achieved with consistency and validation in performance reporting.
- Economic results in excess of County funds expended have been realized for business retention and recruitment activities, including armed services and entrepreneurial support. Due to external variables, results are inconclusive for tourism promotion.
- More economic opportunities may be realized with further analysis and study of data trends.
- Desired results and accountability over contracted vendors could be ensured with performance-based contracting methodology.
- Continued enhancement of the effectiveness and efficiency of the Chamber accounting system and controls is needed.

If you would like to meet to discuss the report, please contact my office at the number listed below. The audit report will be presented to the Board of County Commissioners at the June 14, 2012 Committee of the Whole Meeting. Any written response you would like to be included in the record should be received by this office no later than June 11, 2012.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Ernie Lee Magaha
 Ernie Lee Magaha, Clerk of the Court and Comptroller

cc: Randy Oliver, County Administrator
 Lisa Bernau, Chief Deputy Clerk
 Brian McBroom, COO, Pensacola Chamber



Assistance in Evaluation
of the
Cost-Effectiveness of
County Funds Provided to the
Pensacola Bay Area Chamber of Commerce
for Economic Development

An Independent Accountant's Report on Applying Agreed-Upon Procedures

Prepared by



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April 30, 2012

Honorable Ernie Lee Magaha
Escambia Clerk of the Circuit Court and Comptroller
221 Palafox Place, Suite 130
Pensacola, Florida 32502-5843

Dear Honorable Ernie Lee Magaha,

We have performed the procedures described in our letter dated January 22, 2012, which we agreed to perform and with which you concurred, solely to assist you in evaluating the cost-effectiveness of county-funded programs being conducted by the Pensacola Bay Area Chamber of Commerce (Chamber) for the fiscal years ended September 30, 2009, 2010, and 2011.

We conducted our work in accordance with attestation standards established by the American Institute of Certified Public Accountants. These standards also provide guidance for performing and reporting the results of the agreed-upon procedures. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and the associated findings are as follows:

1. For the results reported in the Chamber's annual performance report, determine if there is substantiation for the reported results (i.e., number of jobs created; amount of capital investments for companies facilitated; increase in tourism based on hotel stays or other data). Validate, on a sample basis.
2. For Tech Park Grant & Project - Obtain budget for the project, along with the repayment plan (to help the County assess whether the project will be completed at the budgeted amount and repayment made).
3. For events, such as the DeLuna Fest, obtain any available documentation to evidence the economic return to the County.
4. Determine if there are similar programs and documented results being attained by counties similar to Escambia (e.g., Alachua, Lake County, Leon County, Manatee, Osceola, St. Lucie).
5. Provide the following financial information, based upon audited financial statements: a) the extent revenues exceed expenditures; b) the percentage of revenue from government grants and private memberships; c) notable trends for the past three years, and; d) the financial results without County/City funding.
6. Determine the extent of variance in budget-to-actual expenditure reports to help the County assess adequacy and fiscal responsibility of the budgeting process.
7. Ensure the Chamber is providing the County all quarterly and annual reports as required by the appropriation agreements. Document Chamber explanations for non-compliance with the agreements.

8. Based upon interviews and financial audit reports, determine if the Chamber procedures provide for internal control (including segregation of duties) for cash receipts, fixed assets, and payroll.
9. Provide a schedule of the allocation of overhead costs to the County, along with a historical comparison of that allocation, over the past three years.
10. If competitive procurement processes are used by the Chamber, for a sample of such expenditures, review documentation developed during the procurement process.
11. Review minutes of Chamber Board meetings. Determine if there is evidence other municipalities are obtaining Chamber benefits without contribution. If so, recommend the Chamber develop a basis for public funding which will result in a more equitable funding structure.
12. As it relates to the *Foundations for Future* funding, review the contract for the matching dollars coming from private sources. Determine how much is received in cash and how much is received as "in-kind" services.

This report is intended solely for the use of the management of the County of Escambia and should not be used by those who have not agreed to the procedures or have not taken responsibility for the sufficiency of the procedures for their purposes. However, the report is a matter of public record and its distribution is not limited.

We were not engaged and did not conduct an audit, the objective of which would be the expression of an opinion on the specified elements, accounts or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our work are contained in this report.

Respectfully Submitted,



Kaye Kendrick Enterprises, LLC



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Executive Summary

Purpose

This is a report of the results of our work, conducted to assist the County of Escambia (County) in evaluating the use of economic development funds in the County. We have presented a substantial amount of data in this report. However, it should not be construed as a complete analysis of the County economy. A summary of our work is presented in five topics: Resources and Management, Return on Investment, Opportunities for Economic Enhancement, Building a Performance Management Framework, and Chamber Operations.

Resources & Management

There were several sources and uses of funds for County economic development during the fiscal years ended September 30, 2009, 2010, and 2011. These were the Tourist

Development Tax monies, Deepwater Horizon oil spill monies, general funds appropriated for economic development, and incentives provided by the State of Florida.

- ❖ The Tourist Development Tax is authorized to be levied by counties, pursuant to Section 125.0104, F.S. These monies are used for retention and expansion of the tourism industry, providing for promotion, marketing and operation of the County visitor center.
- ❖ Monies for marketing and promotion of tourism in the County have also been provided by the oil and gas company, BP plc, to compensate for oil spill damage and publicity, which deterred visitors from the County.
- ❖ The County provides some general fund monies to support retention and expansion of existing business, as well as the federal presence of armed services.
- ❖ Incentive funds are made available from the State of Florida for recruitment of new businesses and expansion of existing business.

The Pensacola Bay Area Chamber of Commerce (Chamber) manages and operates most of the County economic development activities. The Chamber has a stable membership base and is able to maintain its own overhead costs. The current Executive Director, hired effective August 15, 2010, fostered creation of the *Vision*

Briefing Points

1. *Better accountability and demonstration of results could be achieved with consistency and validation in performance reporting.*
2. *Data collected indicates economic results in excess of County funds expended have been realized for business retention and recruitment activities, including armed services and entrepreneurial support. Due to external variables, results based upon existing data are inconclusive for tourism promotion.*
3. *More economic opportunities may be realized with further analysis and study of data trends.*
4. *Desired results and accountability over contracted vendors could be ensured with performance-based contracting methodology.*
5. *Continued enhancement of the effectiveness and efficiency of the Chamber accounting system and controls is needed.*



2015 plan for enhancing the County economy. The current Chamber strategy cites targeting *wealth-creating* industry clusters, and envisions growth of minority business enterprises.

Return on Investment

The County requires periodic performance and fiscal reports be provided to them by the Chamber. The County Clerk's office thoroughly reviews expenditures that are claimed for reimbursement by the Chamber. The County has not prescribed specific goals and performance measures for Chamber performance reporting, and there was inconsistency in the performance measures used by the Chamber to report its performance results. In addition, documentation to support all reported performance was not available. We used third-party data sources to attempt to validate the reported returns on investment of the economic development funds used.

Our work indicated the County has realized economic results in excess of the County amounts expended in its business recruitment and expansion activities, including Armed Services and entrepreneurial support, though we were not able to validate all the Chamber-reported results. There are two long-term strategies being deployed: a technology park and a new business incubator program. Numerous research studies cite these to be long-term economic development strategies, not expected to yield a short-term return on investment. Both the County and City have invested in the Technology Park. In addition, federal grant funds have been attained for additional funding needed for the Technology Park construction. It would be prudent for the County to work with the Chamber to provide clearly articulated goals and objectives for these programs. There should also be agreement on a strategy for selling the Tech Park lots, fulfilling goal expectations and returning investment to the County. Establishing milestones for strategy implementation and monitoring them will ensure accountability is demonstrated to County citizens.

In spite of Tourism marketing and promotion efforts, the sales for the *Leisure and Hospitality* industry have not significantly increased, though some results may not yet be realized. Without the marketing and promotion dollars, this industry may well have fared even worse over the past few years. The *Leisure and Hospitality* Industry in the County paid the lowest average wage (\$14,874) of all County industry sectors, which is much lower than the statewide average wage from this industry (\$21,448). Other County industry sectors paid average wages 2 ½ times greater.

Opportunities for Economic Enhancement

Relative to trends and in comparison to other Florida *comparable* counties, the economic development efforts of the County appear to have performed reasonably well, particularly given the environmental crises that have



been experienced (hurricanes and Gulf oil spill). There are, however, more opportunities for the County to perform better.

Specific areas of opportunity by strategic outcome area include:

Capacity for Innovation

- ❖ Foster workforce for, and capitalize further on the growth being experienced in the *Professional, Scientific, and Technical Services* sector.
- ❖ Further recognize university and other post-secondary institutions as major assets in fostering economic development. These organizations have been instrumental to the Technology Park success in other geographical areas, particularly in establishing a unique identity in innovation.
- ❖ As part of fostering entrepreneurship in the community, seek strategies to further support non-employer (businesses with no employees) and minority business in the County, both in the number of enterprises and amount of annual receipts.

Strength of Human Capital

- ❖ Create a workforce with a higher level of educational attainment. The County high school graduation rates have increased, but the percent of university graduates in the County could be higher. Determine strategies for retaining and attracting more university graduates in the County.
- ❖ To gauge both the perceived and actual reality of the County's quality of life, compile and analyze data for indicators, as suggested in Appendix E of this report. This effort will help the County affirm assumptions for the reason(s) the County has experienced low population growth (1.1%) over the past ten years, compared to the statewide rate (17.6%).
- ❖ Twenty-one percent of the population is aged 0-17. Focus attention on helping this age group retain their creativity, acquire knowledge, and gain educational credentials. These are success attributes that research studies cite as essential to a wealth-creating community.

Strength of Business Assets & Investments

- ❖ Continue to realize gains in "Knowledge Economy" industries. Research cites knowledge, professional and/or innovative occupations to be the greatest community wealth-creating occupations.
- ❖ Explore decline in the *Management of Companies and Enterprises* sector. These are business headquarters, and can greatly contribute to the County economy. Determine if there is strategy that can mitigate effects of any future recession on this valuable industry sector.
- ❖ Continue to work with defense industry leaders to realize the benefits of more high value contracts in the community, and consider all cooperative efforts possible in the development of the City Technology Park and Saufley Field.
- ❖ Evaluate the extent to which tourism can be expected to contribute to the County economic development efforts, and pursue viable strategy to increase its earnings and wage contributions to the County.



Extent of Personal Income & Assets

- ❖ Ensure a continuing trend in the rise of per capita income. Consider strategy options to reduce the level of County poverty, currently at 19.1%; increase per capita personal income, which is currently less than the statewide average; and, increase median household income, \$41,428 versus \$44,390, statewide.
- ❖ Foster increasing owner-occupied housing to pre-recession levels, or better.
- ❖ Monitor the *Direct Federal Expenditure* monies provided to Escambia County. Ensure strategies are designed to receive the type of federal support desired (e.g., federal contract procurement vs. unemployment payments).

Building a Performance Framework

Many governments are being recognized for, and realizing the benefits of having a dynamic, yet sustainable performance management framework for their community. The County could create its own performance management framework, using data such as those presented in this report to demonstrate economic development results and efforts to citizens. Building a performance framework would require defining a common vision through collaboration between the County, Chamber and citizens; and, defining desired outcomes and strategy for key economic development areas. A performance management framework requires a system of planning, performance measurement development, data collection, evaluation and a reporting process for key outcome measures. Having easily accessible, user-friendly and valid data is critical to successful performance reporting. The data collection process can be facilitated using a web-based application, which can be purchased, on a subscription-basis.

Chamber Operations

There were several areas specific to Chamber operations that can be addressed to strengthen the partnership role of the Chamber with the County.

- ❖ Continue regional collaboration with other counties, equitably sharing expenses and benefits derived from these efforts. This is a high-leverage strategy currently being deployed by the Chamber.
- ❖ Develop a process for performance-based contracting with vendors, holding vendors accountable for outcome results. This effort will demonstrate the value of contract work in meeting County economic development objectives, particularly those not awarded through a competitive bid process, such as the Chamber's current marketing and promotion contracts.
- ❖ Further enhance the accounting processes, and address internal control issues cited in current financial audit reports, to foster more confidence in the integrity and efficiency of Chamber processes.



Resources & Management

The County of Escambia provides funds to the Pensacola Area Chamber of Commerce and the Pensacola-Escambia County Promotion and Development Commission (PEDC) for the following economic development activities: Business Recruitment and Retention, Entrepreneurial Development, Tourism Development, Armed Services Support, Workforce Development, and Community Event Support. The amounts provided since fiscal year 2007-08 are shown in the following table:

Program & Source of Monies	Purpose	FY 2008-09	FY2009-10	FY 2010-2011	FY 2011-2012
Appropriated for Use by the Pensacola Area Chamber of Commerce & Affiliates					
Foundations for the Future/Economic Development Fund	Retention & Expansion of Existing Industry, Tourism & Convention Program, Armed Services Support	\$ 402,000	\$ 402,000	\$ 400,000	\$ 400,000
3rd Cent Tourist Development Tax/Tourist Development Fund	Tourism Administration Convention Committee (Pensacola Convention & Visitor Information Center Operations & Tourist Development Programs)	\$ 1,205,212	\$ 1,541,250	\$ 1,310,294	\$ 1,442,334
3rd cent Tourist Development Tax/Tourist Development Fund - additional funding				\$ 355,101	
4th Cent Tourist Development Tax/Tourist Development Fund	Tourism Administration Convention Committee (Tourism Marketing)	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Division of Emergency Management /BP Oil spill funding	Marketing & Promotion		\$ 1,400,000		
BP/State of Florida - Oil Spill	Marketing & Promotion		\$ 626,844	\$ 1,290,584	\$ 1,875,458
				(actual dollars spent)	(FY 12 appropriation)
		\$ 2,207,212	\$ 4,570,094	\$ 3,955,979	\$ 4,317,792
Appropriated for Use by the Pensacola-Escambia County Promotion and Development Commission (PEDC)					
Support of Public-Private Partnership	Recruitment & Retention, Tourism Promotion & Development, Armed Services Support	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL County Funds Provided to Chamber & PEDC		\$ 2,357,212	\$ 4,720,094	\$ 4,105,979	\$ 4,467,792



Financial data has been extracted from the audited financial reports of the Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates, for the fiscal years ended September 30, 2009, 2010 and 2011, and are shown below. The *Support/Revenue Sources* for the Chamber has increased over 30% in each of these years. The *Expenses* increased 23% and 35%, for the fiscal years ended September 30, 2010 and 2011. The primary increase in revenue between years was from a Port Security Grant from the United States Department of Homeland Security. The Chamber Membership has remained fairly stable, varying by about 10% each year. The Chamber Membership and Fundraising revenues have provided funding for almost 50% of *Management and General Expenses*. Our work indicated the Chamber has sufficient funds to cover its own overhead costs and supports the Chamber representation that no overhead is paid with monies from the County. In addition, our review of the Chamber budget-to-actual results did not reveal any significant differences of concern.

Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates Excess Support/Revenues over Expenditures Years Ended September 30, 2009, 2010 and 2011			
<u>Support/Revenue Sources:</u>	2009	2010	2011
Membership Dues, net of amounts written off	\$ 536,174	\$ 459,808	\$ 509,585
Programs:			
Tourism Administration and Convention Comn	2,612,681	4,303,547	3,805,917
Economic Development	199,940	237,666	196,197
Military Development	158,191	135,912	278,490
Foundation/Leadership Pensacola	1,409,436	1,226,006	2,253,532
Port Security Grant	-	258,223	1,819,811
Special Events	33,364	-	-
Other Revenue	135,671	110,229	116,373
Total Support and Revenue	<u>\$ 5,085,457</u>	<u>\$ 6,731,391</u>	<u>\$ 8,979,905</u>
<u>Expenses:</u>			
Program Services:			
Tourism Administration and Convention Comn	\$ 2,532,457	\$ 4,269,725	\$ 3,802,589
Economic Development	731,955	784,524	765,171
Military Development	350,544	334,370	402,730
Foundation/Leadership Pensacola	529,516	494,513	475,242
Port Security Grant	-	258,223	1,819,811
Special Events	19,119	-	-
Total Program Services	<u>\$ 4,163,591</u>	<u>\$ 6,141,355</u>	<u>\$ 7,265,543</u>
Supporting Services:			
Management and General	\$ 1,078,056	\$ 767,406	\$ 1,306,069
Fundraising	-	160,648	126,551
Total Supporting Services	<u>\$ 1,078,056</u>	<u>\$ 928,054</u>	<u>\$ 1,432,620</u>
Total Expenses	<u>\$ 5,241,647</u>	<u>\$ 7,069,409</u>	<u>\$ 8,698,163</u>
Excess Support/Revenues over Expenditures	<u>\$ (156,190)</u>	<u>\$ (338,018)</u>	<u>\$ 281,742</u>



Reported Performance Results

The Chamber reported performance for various economic development activities. The performance measures reported are not prescribed by the County and were somewhat varied each year, which makes it more difficult to track the success of the County's funding over time. The current Executive Director of the Chamber was hired, effective August 15, 2010, and has developed a strategic plan entitled, *Vision 2015*. Below are summaries of the performance results reported by the Chamber from fiscal year 2008 to present, along with related Chamber *Vision 2015* current plans and objectives. Since the Chamber did not provide us documentation to validate their results, we have used data we compiled, and included in the Appendices to this report, to help assess the reasonableness of the data reported.

Business Recruitment & Retention

There are no third-party data series available to allow independent verification of several reported business recruitment and retention measures, including jobs per dollar of public funding, payroll increase per dollar of public funding, existing company gross payroll and job growth, data on companies assisted, or specific local activity such as visits to existing businesses or marketing events. Also, various government entities base their fiscal years on differing time periods, and in all likelihood, the fiscal years for various data series do not correspond. As a result, the third-party data series used to assess reasonableness of reported new and expanded business results will vary somewhat from the Chamber's figures.

Our research found data on participation in the various State of Florida incentive programs during Calendar Years 2000 through 2011 which indicate that projects based in Escambia County received a total of almost \$11.3 million in incentives to locate or expand businesses in the County. Of that amount, required local match equaled \$1.3 million. A total of 3,460 new jobs were expected to be created by 19 company projects. This involved nine companies, which were already located in Escambia County, with 3,409 existing employees. Altogether, these 19 companies anticipated that \$377.8 million dollars in new capital investment would result from these projects. It cost local government in Escambia County an average of \$360 for each new job created.



Table 1 - Data Reported by Chamber to County – Business Recruitment & Retention

Performance Reported	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	Current & Vision 2015
Jobs Created	1,677 (past two years)	800	Reported by Project – see narrative detail below	250+	In current fiscal year, 357; 500 projected; 300 new jobs in 5 years
Increase Payroll from Job Creation	-	\$27 million	-	\$10 million	-
Capital Investment	\$251 million (past two years)	\$80 million	Reported by Project – see narrative detail below	\$37 million	In current fiscal year, \$63.1 million; over 116 investors, \$8,684,000 invested over next 5 years
Jobs per Dollar Public Funding	One Job per \$1,000 Foundations for Florida funding	-	-	-	-
Payroll Increase per Dollar Public Funding	\$42 payroll increase per Dollar Public Funding	-	-	-	-
Existing Company Gross Payroll Increase/Job Growth	-	\$27 million /80%	-	-	In current fiscal year, 100 existing businesses
Economic Impact – Companies Assisted	\$957 million over next five years	-	-	-	-
Avg. Annual Salary – Companies Assisted	\$36,633	-	-	-	-
Visits to Existing Businesses	-	100+	40	100+	82; 100/200 per year projected
Marketing Events	-	14	-	-	-
State & Local Incentives Obtained	-	\$2 million, to support \$80 million capital investment, 800 new jobs, \$30 million new payroll	-	-	-

The fiscal year 2008 Chamber performance report described plans for the county technology park, a development expected to provide \$50 million in capital investment, while creating 1,000 new jobs, averaging over \$50,000 in annual salaries. Site work was expected to be completed in less than 1 year allowing construction on buildings to begin. In 2009, the Chamber reported the award of a \$2 million technology park grant, and reported expectations to generate 1,000 jobs with \$50 million new payroll for the county. There were 2 tenants added that year. The technology park venture is further discussed later in this report.

In fiscal year 2010, the Chamber reported five project successes: Pall Life Sciences 55 jobs, \$37 million investment expansion; Jupiter Composites expanded in Ellyson; Offshore Inland, 51-100 jobs; Overhead Door Corporation, 128 jobs; Navy Federal Credit Union, 800 jobs, \$81 million investment; Project Everest, 102 jobs, \$56 million investment.

The current Chamber strategy targets the following industry clusters: aerospace and defense, renewable energy, financial services, and back office support. It also envisions growing minority business enterprises in size, scale and capacity.

Comparison or Reported Results to Published Data

- ❖ Reported performance results for FY 2007-2008 and past two years was, 1,677 jobs created, \$251 million in new capital investment. *Escambia County Participation in State Incentive Programs—2000 Through 2011* (see Appendices), reported \$120,168,000 in new capital investment for projects approved between 6-27-05 and 6-20-2007. These projects planned to create 1,080 new jobs; therefore, reported amounts exceed original expectation. Existing employment at these companies totaled 1,175.
- ❖ Reported performance results for FY 2008-2009, 800 jobs created and \$80 million new capital investment, as well as \$2 million in state and local incentives. The jobs and new capital investment results appear to be verified by 4-15-2009 Closing Fund project award from the Table, *Escambia County Participation in State Incentive Programs—2000 Through 2011*. The incentive it received was at least \$1 million. Additional local incentives or State incentive programs not included in the State Incentives Table, such as workforce training programs or transportation improvement grants, could have been coordinated by the Chamber for the project, which could account for the reported \$2 million in incentives.
- ❖ Verification of projects discussed in report narrative for FY 2009-2010 includes the following:
 - Pall Life Sciences – Appears to be verified in FY 2007-2008 by 6-20-2007 award of QTI project from the *Escambia County Participation in State Incentive Programs—2000 Through 2011* Table. The Pensacola Chamber’s website discusses project and notes the announcement of the completion of the project expansion. The State project reported 54 new jobs and \$26 million new capital investment while the Chamber reported 55 jobs and \$37 million in investment.
 - Jupiter Composites - Not enough information on the project to verify with any certainty.
 - Offshore Inland - Project verified in online *Pensacola News Journal* article, only local incentives were used.
 - Overhead Door Corporation - Project reported in FY 2010-2011 by 12-21-2010 award of QTI project from the Appendices Table, *Escambia County Participation in State Incentive Programs—2000 Through 2011*, from the Florida Department of Economic Opportunity. State statistics showed 40 new and 76 retained jobs for a total of 116 jobs, no additional capital investment. Chamber reported 128 jobs.
 - Navy Federal Credit Union - This appears to be the same project as reported for FY 2008-2009. However, the Chamber may have continued working with the company.
 - Project Everest - Project appears to be verified in FY 2010-2011 by 10-28-2010 award of QTI project and 11-17-10 Closing Fund award from the Appendices Table, *Escambia County Participation in State*



Incentive Programs—2000 Through 2011. State statistics showed 102 new jobs and \$56.1 million capital investment, which matches the performance results reported by the Chamber.

- Reported performance results for FY 2010-2011, 250+ jobs created and \$37 million new capital investment. Cannot verify results from State incentives project data. The project data from the *Escambia County Participation in State Incentive Programs—2000 Through 2011* Table for FY2010-2011 appears to correspond to the narrative results reported by the Chamber for FY 2009-2010. The State’s FY 2011-2012 data does not appear to correspond to any of the Chamber’s reported results, probably due to timing differences. Also, the Chamber’s reported projects may not have used State-level incentives.

Entrepreneurial Support

The fiscal year 2008 Chamber performance report discussed the creation of a technology incubator program. The fiscal year 2009 performance report indicated the addition of two new tenants in the program. There was no performance data reported in fiscal year 2010. The fiscal year 2011 program reported an additional two new tenants. In the current year, the Chamber reports the program has 71% occupancy and has increased employment from 8 to 28 employees. The Chamber envisions increasing capacity from seven to eighteen offices and achieving an 80% occupancy rate. No third party data were available to validate these reported results.

Suggested Improvements for Technology Incubator Results Reporting

Strong performance management requires clearly stated desired results and following “best practices”. The purpose of an incubator program can vary; therefore, the required performance measurements may vary. For example, the purpose of the program is obviously economic development, but it may have more specific objectives, such as economic diversification, technology transfer, women or minority opportunities, and/or neighborhood revitalization. Another purpose may be to attain higher survival rates of new company start-ups.

To determine the long-term return on investment for their effort, the County and Chamber will need to clearly define their program goals and track the long-term success and employment trends for the companies fostered through its technology incubator program. Additional performance measures used by similar programs include: Jobs Created; Average Salary; Investment Raised; Generated Revenue; Patents, Copyrights, Trademarks, or Trade Secrets Held; & Square Footage of Facility. The success of these companies can be compared to those of similar companies started without support of a technology incubator program. The results of the program can also be compared to those of other incubator programs. In addition, the County and Chamber should compare its operations to the “best practices” defined by this industry.

Tourist Development

The results of the Tourism program were not included in the Chamber 2010-11 fiscal year performance report. The Chamber recently reported tourism in the County to be a \$1.2 billion industry, providing 18,000 jobs; 8,000 hotel rooms; and, 2,000 condos/beach homes.

Table 2 - Data Reported By Chamber to County - Tourism Development

Performance Reported	FY 2007-08	FY 2008-09	FY 2009-10	Current Year; <i>Vision 2015</i>
# Visitors to County	3.25 million	3.75 million	2.5% Increase	-
Lodging Revenues	-	\$124 million, down 3% from prior year	27% increase	\$162.6 million revenue, +27.4% from 2010; Increase lodging revenues by 10% from \$124,000,000 in 2009 to 136,000,000 in 2012 \$101.48 average daily hotel rate, +13% from \$89.54 in 2010
Occupancy Rates	-	1.3% increase	18.4% increase	58.3% hotel occupancy, +3% from 2010
Jobs Created	67 (Escambia & Baldwin County)	-	-	-
Annual Local Economic Impact	\$1.3 billion	-	-	-
Tax Revenue	\$92 million			4% Increase
Tourist Development Tax Collections		-	\$5,039,700	-
Group Bookings	353	92 weddings, 72 group tours, 44 meetings & conventions, 45 class & family reunions, 23 military reunions, 12 sporting events	70 group tours, 65 weddings, 52 class reunions, 35 corporate events & conventions, 26 military reunions, 20 sporting events, 15 religious groups	Increase group bookings by 6%, from 2,917 to 3,092, from 85 to 90 room nights Increase convention and meeting bookings by 10% from 21,314 to 23,445 Increase the number of military reunions by 20% from 25 to 30 and room nights from 3,011 to 3,733 Increase wedding bookings from 163 to 171, and room nights from 13,229 to 13,890
Major Events & Festivals	50	-	-	-
Dive Trips - #, Revenue per Trip, Economic Impact	4,200; \$463 revenue per trip; \$3.6 million economic impact	-	-	-
Marketing Initiatives	\$6 million media coverage	450 th anniversary mentioned 800+ times in media outlets	9 marketing initiatives to Overcome Oil Spill Publicity	\$8.4 million dollars in advertising equivalency, up 6% from \$8 million; 9 strategies and tactics for pursuing convention and meeting sales; 8 strategies and tactics for increasing military reunions; 7 strategies and tactics for wedding bookings; Increase e-NEWS subscribers by 20% from 50,000 to 60,000 subscribers; Increase Facebook likes by 66% from 22,000 to 36,000; Increase YouTube views by 20% from 6900 to 8300; Increase web visits by 17% from 650,000 to 760,000; eight strategies and tactics with the visitor and information center; increase print and online advertising inquiries from potential visitors by 10% from 112,000 to 123,000



Comparison of Reported Results to Published Data

Various government entities base their fiscal years on differing time periods, and in all likelihood, the fiscal years for various data series do not correspond. The third-party data series used to verify reported results will vary somewhat from the Chamber's figures, as a result. Moreover, data on the number of tourists and their spending patterns requires significant primary data collection and very sophisticated econometric modeling. Tourism industry statistics and economic impact information is not readily available and requires significant research and analysis to develop. Third-party data series were not available to allow independent verification of the number of tourists, the annual local economic impact, tax revenues, or specific local activity in group bookings, major events and festivals, or marketing.

- ❖ Reported performance for FY 2009-2010 for Tourist Development Tax Collections indicated collections were \$5,039,700. The results are consistent with those of third-party data sources. Data provided in the Table entitled, *Local Option Tourist Development Tax Collections--State Fiscal Years Ended June 30, 2000 through 2011* (see Appendices) showed the following: \$5,448,643 for FY 2008; \$5,301,707 in FY 2009; \$5,457,305 for FY 2010; and \$5,588,528 in FY 2011.
- ❖ Reported Lodging Revenues for FY 2008-2009 were \$124 million, down from the prior year by 3%. Somewhat similar data obtained from the Florida Legislature's Office of Economic and Demographic Research showed that there were taxable sales by transient rental facilities in FY 2009 of \$132.5 million, which was a decline of 2.7% from the previous year. However, this data series did not show an increase for FY 2010, as did the Lodging Revenues data reported by the Chamber.
- ❖ Reported performance for FY 2007-2008 for Jobs Created is 67 for Escambia and Baldwin County. Also reported for FY 2007-2008 were statistics for Dive Trips, indicating there were 4,200 trips with average revenue per trip of \$463 and a total economic impact of \$3.6 million. These figures are taken from a study conducted by the Haas Center for Business Research and Economic Development, University of West Florida, entitled, *The Economic Impact of Diving the USS Oriskany on the Regional Economy*, Final Report, May 2007. The data included in the Chamber's results are for both Escambia County and Baldwin County, Alabama, combined. The Haas study provided figures for Escambia County alone which indicate 37 jobs created and an economic impact of \$2 million.
- ❖ The Chamber recently reported there are 8,000 hotel rooms and 2,000 condos/beach homes in Escambia County. For FY 2010-2011, Florida Department of Business and Professional Regulation's *Public Food Service and Lodging License and Unit Summary by County* data show 83 lodging license accounts classified as hotels and motels, with 7,085 units and 53 lodging license accounts having 1,685 units, which could be identified under the general rubric of condos/beach homes.

The County could focus strategy to target those activities most attractive to tourists. Domestic and international visitors are reported to have different interests. According to VISIT Florida Research (Promote Your Business Research FAQ at VISITFlorida.org), the most popular activities for domestic visitors to Florida in 2010 were shopping (25%), beach/waterfront activities (20%), theme and amusement parks (15%), and parks and touring/sightseeing (13%). Overseas visitors cited shopping (89.3%), dining in restaurants (82.1%), and amusement and theme parks (53.5%) as the most popular activities while in Florida.



Armed Services

The Chamber's *Vision 2015* defines six strategies to enhance and support military mission and performance, 12 strategies to strengthen area Department of Defense investments in infrastructure and assets, and 8 strategies to improve and promote quality of life for area military members.

Table 3 - Data Reported to County by Chamber - Armed Services Support

Performance Reported	FY 2007-08	FY 2008-09	FY 2009-10	<i>Vision 2015</i>
# Employees & Average Salary – Navy Armed Services (NAS)	22,000; \$72,000	22,000, \$72,000	22,000; \$77,200	22,000, \$77,000
# Defense Industry Employment	-	77,000	73,850	78,850
Annual Salaries & Wages - NAS	-	-	-	\$5.1 million
Economic Impact	-	-	\$5.1 billion	-
Capital Investment	-	-	531.9 million	\$1 billion
Military Appreciation	-	-	Recognized 200 military personnel in local outlets; 1000 baseball tickets to active duty military members	-

Comparison of Reported Results to Published Data

Defense industry statistics and economic impact information are not readily available and require significant research and analysis to develop. Studies of the defense industry are not performed on a routine basis and, as a result, the latest statistics are often several years old.

- ❖ For FY 2009-2010, the average salary of \$77,200 as reported by the Chamber is consistent with data presented in *Florida Defense Industry Economic Impact Analysis*, Volume 2, January 2008, a study of the defense industry conducted by the Haas Center for Business Research and Economic Development, University of West Florida.
- ❖ Total defense industry employment of 73,850 is equal to the Haas Center's estimate of total jobs generated due to the military in 2005.
- ❖ The Chamber's reported \$5.1 billion economic impact of the military is consistent with the Haas Center defense study, which found defense expenditures had an economic impact of \$5.145 billion in 2005 and \$5.657 billion in 2007.
- ❖ The Haas Center's econometric modeling also found capital investment in residential and non-residential real estate, plus durable equipment purchases attributable to defense spending totaled \$531.9 million in 2005.



Workforce Development

The fiscal year 2009 Chamber performance report stated that student enrollment in career academies encompassed 35% of high school education, and the Chamber goal is to increase participation to 45% over the next five years. It reported that there are 43 career academies in Escambia County and 16 career academies in Santa Rosa County. The 2009 report also stated that graduation rates in Escambia County increased from 64.9% in school year 2002-03 to 75.7% in school year 2007-08.

Note: We did not conduct validation work in this area, since it was not a specified use of County funds.

Community Events

The Chamber receives County monies for funding of community events, but is not responsible for managing these events or the nature of the expenditures made by the event managers. The community events are: DeLuna Fest, Mardi Gras, Memorial Weekend, and Fall Festival.

The County has not defined a methodology to assess the return on investment for such events. To do this, the County should consider the quality of life aspects for the community, in addition to the dollar impact on the local economy. The quality of life indicators would require qualitative data, obtaining feedback from citizens on their perception of the value of these events.

Tech Park Grant & Project

The Pensacola-Escambia Promotion and Development Commission (PEDC) was formed in 1967 to promote and develop tourism and industry in the County and in the City of Pensacola. On February 21, 2008, the PEDC entered into an agreement (the Agreement) with the County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain properties to the Commission with fair value of \$6,900,000 and \$1,425,000, respectively. The County and City are to receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park. If the total of all proceeds paid to the County and City is less than the appraised values above, the difference shall be paid to the County and City by the Community Redevelopment Agency from any revenues in its Urban Core Community Redevelopment Trust Fund, directly accruing to and



received from the Technology Park property.

The PEDC is responsible for the design, development, marketing and sale of the Tech Park property. According to the interlocal agreement, the construction of the Tech Park infrastructure was to be completed within 30 months of the date of the agreement, or August 21, 2010. Funding for this construction was provided by the County in the form of an interest-bearing line of credit, in the amount of \$2.5 million. If certain conditions are not met, including the completion date requirement noted above, the County and City have the right of reentry to recoup their investment.

Total construction costs were estimated at \$3.7 million. On May 21, 2009, the Commission was awarded a \$2 million Public Works and Facilities Development Grant through the Economic Development Administration (EDA) of the US Department of Commerce for the balance of the construction cost of the Technology Park. The grant agreement sets forth certain reporting and compliance requirements, noncompliance with which would result in the return of the funds to the grantor. The requirements include a semi-annual financial status report, quarterly project performance reports, and reports on program performance and outcomes on the three, six and nine year anniversary dates of the award approval date (March 11, 2009). The EDA defined the anticipated impact/outcome of the grant monies expended to be: 670 jobs created and \$26.5 million in private investment leveraged. In addition, the investment is described to be for construction of "street and water infrastructure, for the Pensacola Technology Campus in downtown Pensacola, a brownfield site", with three technology companies locating on the campus and additional sites in the park available for future growth. The construction is scheduled to be completed May, 2012.

In accordance with the grant requirements, an audit was conducted pursuant to OMB Circular A-133, for the year ended September 30, 2011. The financial statements, as of that date, report a liability to the County of \$9,615,760. As of the date of this report, none of the 40 Tech Park lots had been sold.

It would be prudent for the County to request the Chamber provide a strategy for selling the Tech Park lots, fulfilling goal expectations and repaying the County for its investment. Although this initiative is most likely a long-term return on investment, establishing milestones and monitoring them would ensure accountability is demonstrated to County citizens.



Results Compared to other Counties

To assist the County in comparing its economic development efforts with Florida Counties of similar size, we obtained and compiled a variety of relevant data, included in the Appendices of this report. The following “bullet points” summarize some of the more notable trends we observed from these data. Our work is not intended to be a complete economic analysis of the County, but is presented within the context of a performance framework. The County can use this framework and related data as a basis to work with the Chamber and other stakeholders to develop a performance management system for County economic development activities. This effort will enable the County to obtain consistent performance data for desired strategic outcomes and assess the effectiveness of the various programs and activities toward attaining target goals and objectives. Following are highlights of the data collected:

There are several measures of the strength of a county’s economy, which are shown in the bullets of this section.

Productivity of the Economy

One of the most encompassing measures is a county’s *Gross Regional Product* (GRP). Similar to the national level measure, *Gross National Product* (GNP), GRP is defined as the market value of all final goods and services produced within the county area in a given year. It is equal to total consumer, investment, and government spending, plus the value of exports out of the area and minus the value of imports into the area.

- ❖ The County’s GRP was \$12.4 billion in 2008, ranking it as the state’s 15th largest economy overall, and accounted for 1.59 percent of the state’s GRP.
- ❖ While Escambia County has the largest economy in Northwest Florida, Miami-Dade’s economy was 10 times the size of Escambia’s and ranked first among all 67 at \$121.4 billion.
- ❖ Escambia’s was the largest economy of all eight comparable counties, the smallest of which, St. Lucie, ranked 24th in the state.

Extent of Employment & Unemployment

- ❖ Total employment grew from 114,397 in 1990 to 127,149 in 2000, and continued to experience an upward trend through 2008, when it peaked at 129,723. Since then, overall employment in the County has declined to a level below that of 2000, total employment being 126,409 in 2011.
- ❖ During the past decade, the County’s unemployment rate has generally been at, or below, the Florida statewide average.
- ❖ The economic downturn has caused the unemployment rate to grow dramatically, from a low of 3.8% in 2005 to 10.1% in 2011. This parallels the Florida pattern, but with less severity. The County’s rate falls in



the middle of the comparative counties—substantially lower than four and higher than three, including Okaloosa which hit 7.4% in 2011.

Available Labor Force

- ❖ The County's labor force grew by 4.5% between 2005 and 2010, compared to a statewide growth rate of 7.1%, ranking it fifth among the eight counties compared in this report.
- ❖ The labor force is an increasingly smaller percentage of the population, both statewide and in Escambia. Moreover, while 62.0% of the population statewide was in the labor force as of 2010, the County had only 59.6% of its population in the labor force. Only the three counties with the highest retirement populations (Lake, Manatee, and St. Lucie) ranked lower.

Strength of Human Capital

- ❖ At 86.7%, the percentage of the Escambia County population which has graduated from high school is higher than the statewide average of 85.3%. However, it is significantly lower than that of neighboring Okaloosa County with 90.7%. Moreover, the percent of the County population with a Bachelor's or Higher Degree is below the statewide average, 23.4% versus 25.9%.
- ❖ The County is attracting a larger retirement aged population with stable, fixed incomes, but to be competitive in expanding existing and attracting new businesses, the County will have to ensure its labor force has the requisite skills and education.
- ❖ While the County's total population has declined, the University of West Florida has noted it has experienced strong student population growth, attracting additional first-time freshmen from outside the immediate area because of its small class sizes, low faculty-to-student ratio, and welcoming environment. This could be a benefit to the area's labor force if jobs in the area are available to retain these university students.

Size & Age of Workforce

- ❖ The County ranks 18th out of the 67 Florida counties in total population as of 2010.
- ❖ While Florida's population grew by 17.6% percent between 2000 and 2010, Escambia grew by only 1.1% during the same timeframe.
- ❖ The County actually lost population between 2007 and 2010, when it declined from an estimated 300,184 to 297,619 persons. This could be a reflection of recent natural and manmade disasters (hurricane and Gulf Oil Spill); the economic downturn, with ongoing housing/mortgage problems; and, high costs for taxes and insurance along the coast. Possible reasons may also be a lack of job opportunities, other than service industry jobs. This loss of population is an issue that should be investigated and understood by the community, and then taken into consideration in its goals.
- ❖ Escambia's population is somewhat younger than the state as whole. The median age for the county is 37.6 versus 40.7 for Florida.
- ❖ The *Prime Working Age Population*, the number of persons between the ages of 18 and 64, is an important indicator of an area's ability to provide the workers businesses need to be successful. The County has the second largest prime working age population among the comparable counties, only Leon has a larger number. However, in terms of percent of the total population in this category, Escambia ranks 5th, as only 64% of its population are between 18 and 64.



- ❖ An additional 21.6% of the population is aged 0-17, and will be entering the labor force over the next few years. This is the third highest level among the comparable counties. The Chamber's emphasis on training programs may be helpful, and their success should be evaluated in helping ensure that the labor force have the jobs skills businesses need now and in the future. It is also critical that the Chamber's business development programs provide high quality jobs to meet the needs of the County's population and retain the workforce-age population who contribute most strongly to the County's economy.

Extent County Supported by Federal Dollars

- ❖ In 2010, *Federal Direct Expenditures* in the County added nearly \$4 billion dollars to the local economy, up from \$2.2 billion in 2000. The County accounted for 2.4% of all federal direct expenditures in Florida. Because these dollars originate from outside Florida, they help grow the size of the County's "economic pie", bringing in new dollars to circulate throughout the local economy.
- ❖ Altogether, Escambia County received an average of \$12,900 per person in federal direct expenditures from a variety of federal programs. The largest source (36.8%) of these funds is federal *Retirement and Disability* payments to individuals. The second largest (23.1%) comes from a variety of federal programs categorized as *Other Direct Payments*, and includes unemployment compensation, food stamps and public assistance, flood insurance, housing assistance, and employer workers' compensation, health, and life insurance premium payments for federal employees.
- ❖ A rapidly growing source of federal expenditures is the *Procurement* category which has nearly tripled from 5.8% in 2000 to 16.6% of all federal direct expenditures in the County in 2010.
- ❖ *Salaries and Wages* continue to be an important source of federal dollars and include military payrolls as well as salaries/wages paid for the Postal Service, federal judges, and employees of other federal agencies such as the Veteran's Administration.

Capacity for Innovation

- ❖ Today's Innovation Economy requires a labor force with strong scientific and technical education and skills. The County can work to improve its level of educational attainment, specifically Bachelor's or higher postsecondary degrees, to better provide a workforce which will attract the types of businesses targeted for its new science park.
- ❖ The *Professional, Scientific, and Technical Services* sector comprises establishments that specialize in performing professional, scientific, and technical activities requiring a high degree of expertise and training, for clients in a variety of industries. Businesses in this sector are generally small, often local entrepreneurs meeting the demands of a growing business sector and/or a growing population. In the County of Escambia, the number firms in this sector grew by 11.3%, a somewhat slower rate than for the state as a whole, and had an average of 7 employees, somewhat higher than the state average.
- ❖ "It is conventional wisdom that universities and venture capital are necessary components of any high-tech agglomeration," according to a 2004 study on science parks funded by the AEI Brookings Joint Center for Regulatory Studies. The study notes that universities draw scientists and engineers to a region and generate knowledge that can be used by nearby firms. With the University of West Florida and other post-secondary institutions located in the County, these should be considered major assets for fostering goals in innovation and high-tech industry development.



- ❖ A 2007 study of North American Research Parks by Battelle Technology Partnership Practice, in cooperation with the Association of University Research Parks, notes that to compete in technology development, a region or state in its economic development efforts must differentiate itself and cultivate and sustain specialized areas of expertise where it can be a world leader. A successful research park must build on the strengths found in its local “clusters of innovation” - distinct groups of competing and cooperating companies, suppliers, service providers, and research institutions.

Strength in Entrepreneurship & Entrepreneurial Diversity

- ❖ An indication of an area’s environment for entrepreneurship is the level of minority business ownership. In 2007, 30.6% of Escambia County’s 24,187 firms were Woman-owned, 9.5% Black-owned, and 3.7% Asian-owned. All groups were higher than their respective shares statewide, indicating a generally positive environment for minority entrepreneurship. Only Hispanic-owned businesses were substantially below the statewide average, 2.4% in Escambia versus 22.4% statewide.
- ❖ The percent of the population reported as, *Black*, in the County is 22.9%, indicating that Black-owned business is significantly under-represented. Although *Hispanics* account for only 4.7% the County’s population, versus 22.5% statewide, Hispanic businesses are still slightly under-represented.
- ❖ Another measure of the health of entrepreneurship in a community is provided by statistics on non-employer businesses. In addition to the nearly 8,000 employers in the County in 2009, there were an additional 17,648 non-employer businesses with receipts of more than \$640 million.
- ❖ Escambia ranked 5th among the comparable counties in number of non-employers, while Manatee ranked 1st with 22,958 and Osceola 2nd with 20,542.
- ❖ For non-employers in all industry sectors in the County, receipts averaged \$36,273 per non- employer, which was lower than the statewide average of \$39,087. Okaloosa ranked highest with an average of \$43,519 followed by Manatee at \$42,995.
- ❖ Within Escambia’s non-employer industries, the *Wholesale Trade* sector had the highest average receipts at \$63,111, followed by *Real Estate* at \$56,215. *Administrative and Support Services* was the lowest with an average of only \$17,679.
- ❖ Most of the County’s sectors had receipts which fell below the statewide average. However, *Other Services*, *Transportation and Warehousing*, *Retail Trade*, and *Construction* all had average receipts per non-employer which were well above the Florida average.

Strength of Business Assets & Investments

Competitive wages

- ❖ The County wage levels are very competitive compared to other areas throughout Florida. According to the Florida Comparative Relative Wage Index for Counties (FCWI), prepared by the University of Florida, Escambia ranks 43rd in the state in the relative wages paid to a typical worker performing the identical job across Florida at a particular point in time. As businesses seek to cut costs, competitive wage levels are an important factor in their success.
- ❖ The FCWI ranks Florida counties against a statewide average which is shown as 100. At 94.08, the County of Escambia is next to the lowest of the eight comparable counties.



Strength in Industry Diversity & Knowledge

- ❖ Of the eight comparable counties, Escambia and Manatee have the strongest manufacturing sectors when measured by value of shipments. In 2007, with shipments valued at more than \$2 billion, Escambia accounted for 2.0% of total Florida manufacturers' shipments.
- ❖ The national economic downturn and housing market collapse has dampened the entire construction industry and brought new home construction to a virtual standstill. Building permits in the County plunged from 2,602 in 2005 to 973 in 2010. The drag on the economy has affected economic growth across the board. Diversity in the County's industrial sector is an important factor in mitigating these negative impacts. The stability offered by the area's military sector is a good example of economic diversity.
- ❖ Growth of the *Management of Companies and Enterprises* sector can contribute to economic diversity, as well as to higher salaries and improved quality of the job experience. Typically thought of as major corporate headquarters, companies in this sector also can be the headquarters of local firms, regional or district offices, or holding companies. Growth in this sector can also be an indicator of the environment for entrepreneurship in an area. In 2010, the County of Escambia had 34 reporting units in this sector, employing 573 persons with total payrolls of \$2.7 million.
- ❖ Between 2005 and 2010, the County experienced a 21.4% increase in the number of reporting units in the *Management of Companies and Enterprises* industry sector. However, growth statewide was 40.0%. Among the comparable counties, Escambia ranked 4th, with Lake, Leon, and Alachua Counties exhibiting higher growth rates.
- ❖ Despite the overall growth in the number of firms in the *Management of Companies and Enterprises* sector, it too has been impacted by the economic downturn. Corporate retrenching and cost cutting took its toll on employment and payrolls. In the County, employment in this sector declined 45.6% and payrolls dropped by 54.0% during the period. Only Alachua and St. Lucie saw increased employment in this sector and only Alachua and Manatee experienced growing payrolls.
- ❖ The Pensacola Regional Airport, Amtrak and CSX rail, Interstates 10 and 110, and the Port of Pensacola, which serves as a foreign trade zone, provide the County with an efficient and highly competitive transportation infrastructure. These facilities not only generate jobs, they are also critical support for the area's manufacturing, tourism, defense, and trade sectors.
- ❖ *Total Private Sector Non-Farm* earnings totaled more than \$5 Billion in the County in 2009. The County accounted for some 1.4% of such earnings statewide. Nearly one-quarter of all private non-farm earnings were generated by the *Healthcare* industry, which contributed the largest share of any of Escambia's industry sectors.
- ❖ In terms of earnings, the top six industries in the County are: *Healthcare* (23.2%); *Retail Trade* (9.8%); *Professional, Scientific and Technical Services* (9.4%); *Construction* (8.5%); *Finance & Insurance* (7.1%); and *Manufacturing* (6.4%). Together, these six industries account for 64.4% of private non-farm earnings in the County.
- ❖ When compared to their statewide counterparts, the *Healthcare*, *Construction*, and *Retail Trade* sectors each generate a larger share of earnings in the County than is the case statewide. Conversely, all other industry sectors in the County generate smaller shares than their statewide counterparts, including those industries included in Tourism activity.



- ❖ In terms of employment, the County's largest sectors are: 1) *Education & Health Services* (19.3%); 2) *Trade, Transportation & Utilities* (18.7%); 3) *Government* (18.7%); 4) *Professional & Business Services* (11.7%); 5) *Leisure & Hospitality* (11.3%); and 6) *Construction* (6.1%).
- ❖ *Tourism-related* industries account for 11.3% of employment, but only 5.5% of earnings. *Financial Activities* and *Manufacturing* account for 9.9% of employment and 13.5% of earnings.
- ❖ The industry structure of an area is always fluid, some industries are growing while others are waning or temporarily impacted by larger economic trends. A study of establishment "births and deaths" between 2007 and 2008 (the latest period for which such data are available) reveals some trends. Even though there was a net loss of 164 establishments, companies were opening at the same time others were closing. The sectors with the largest losses were *Construction, Retail Trade, Accommodation and Food Services, and Real Estate* which are cyclical industries, sensitive to economic downturns.
- ❖ Sectors which had gains included the (1) *Information*, (2) *Finance and Insurance*, (3) *Management of Companies*, (4) *Administrative & Support Services*, and (5) *Professional, Scientific, and Technical Services* sectors. These are industries which are part of today's growing "Knowledge Economy".

Contribution of Defense Industry

- ❖ Escambia County is home to Naval Air Station (NAS) Pensacola, Saufley Field, Naval Technology Training Center/Corry Station, and Naval Hospital/Pensacola. Primary units include Naval Aerospace Medical Research Laboratory, Naval Operational Medicine Institute, Naval Education and Training Command (NETC)/ Saufley Field, Training Wing Six, Center for Information Dominance (CID)/Corry Station, USAF 313th Training Squadron (Intelligence and Information Warfare).
- ❖ Escambia County provides an excellent environment in which its military facilities can survive and prosper. The number of personnel at NAS Pensacola has grown 23.1%, adding a total of 4,314 persons. The County may wish to explore ways to foster the growth of higher value roles and missions to the area.
- ❖ The presence of military installations in Escambia County and the Florida Panhandle has led to the existence of a sizeable defense contractor sector in the County. According to the 2011 *Florida Defense Industry Economic Impact Analysis* by the Haas Center for Business Research and Economic Development, University of West Florida, Escambia ranks 9th among all Florida counties in the number of defense contractors, with 524.
- ❖ Between 2000 and 2009, Escambia County's defense contractors won more defense contracts—some 8,960—than any other of the comparable counties, ranking 8th statewide. Okaloosa ranked 10th and Manatee ranked 13th.
- ❖ These defense contracts brought nearly \$1.9 billion into the Escambia County economy, ranking the county 11th in the state in total value of contracts. However, Okaloosa County ranked 4th in value statewide, with \$6.7 billion in defense contracts. There was a significant difference in average value of contracts per defense contractor: \$3.5 million in Escambia and \$14.9 million per contractor in Okaloosa. The County may want to explore opportunities for attracting higher value contracts.
- ❖ The Center for Innovation and Technology at Saufley Field is a new development initiative which is the result of an Enhanced Use Lease and Business Agreement at Saufley Field. It consists of two non-contiguous parcels, one approximately 86 acres and one approximately 18 acres, and is considered commercial office/light industrial. There are existing facilities with potential for redevelopment, as well as,



what is described as unique telecommunication advantages, which can offer significant advantages to attract new roles and missions, as well as, new or expanding defense-related companies.

- ❖ If it hasn't already, the County may want to ensure that the new Tech Science Park and the Saufley Field development complement, rather than compete with each other for new business opportunities.

Contribution of Tourism Industry

- ❖ Both the State and local tourism industries have weakened during the current economic downturn. The industry also undoubtedly suffered as a result of numerous hurricanes and the Gulf Oil Spill. Taxable sales reported by transient rental facilities showed a steady decline from 2008 through 2010. This is probably due, in part, to a lower average room rate, as well as, a drop in overall visitor levels.
- ❖ In 2010, when ranked against Escambia County's 10 other major industry sectors, the *Leisure and Hospitality* industry paid the lowest average wage, only \$14,874. The top paying industry in Escambia County, *Manufacturing*, paid an average wage that was 3½ times as much, some \$52,921. Even the average of all industries together was 2½ times the average wage paid by the *Leisure and Hospitality* industry.
- ❖ Statewide, the average wage paid by the *Leisure and Hospitality* industry was \$21,448 versus the County's average of \$14,874. Among the comparable counties, only Leon County was lower. Osceola's average was \$28,353, which was the highest among the comparable counties and is almost double that of Escambia County.
- ❖ The County's tourism industry pays very low wages. It appears the County's *Leisure and Hospitality* industry lacks the more up-scale amenities and attractions which pay higher level wages. The County may want to re-evaluate the role this industry should play in its industrial mix and whether anything can be done to improve the level of wages paid by this sector. The new baseball stadium may contribute positively to this goal.
- ❖ Tourism-related industries account for 11.3% of employment, but only 5.5% of earnings.
- ❖ Nature-based recreation was a surprisingly small sector in the County, accounting for only an estimated 324 jobs in 2008, ranking it 4th among the eight counties. Manatee County ranked first with 1,220, nearly four times as many jobs. This figure probably somewhat under-estimates the actual nature-based employment, as there is no comparable way to measure jobs generated by beach and swimming activities.
- ❖ In 2007, tourism in Escambia County accounted for well over a half a billion dollars in receipts/sales generated by tourism-related businesses in the Arts, Entertainment & Recreation (AE&R) and Accommodation & Food Services (A&FS) sectors. (This is the latest year for which these data are available.)
- ❖ Among the eight comparable counties, Escambia only ranked 4th largest in AE&R receipts and 3rd largest for A&FS sales.
- ❖ The growth of these industries in Escambia between 2002 and 2007 was well below the state average in each sector and compared poorly to the growth experienced in the other comparable counties. For AE&R receipts, the County experienced a growth rate of 26.7% versus the statewide rate of 35.9%, which ranked Escambia 4th. In A&FS sector sales, the County grew by 26.0% versus 43.2% for the state as a whole, ranking Escambia last among the eight counties.
- ❖ A healthy and diverse tourism industry can also provide many services and activities which may contribute to the quality of life for residents and make an area a better and more fun place to live. The County has many assets which support a high quality of life and could be used to attract other types of industry to the area. A high quality of life is particularly important to entrepreneurial and innovation businesses.



Extent Incentives Provided to Industry

- ❖ In compliance with new reporting requirements mandated by the 2010 Legislature (Chapter 2010-147, *Laws of Florida*), data on economic development incentives are self-reported by local governments to the Legislature's Office of Economic and Demographic Research (EDR), which has compiled a report from the first submission of incentives data. According to EDR's *Economic Development Incentives Report* (On-line Reports, edr.state.fl.us), Escambia County reported, via the Chamber, the following results for FY 2010.
 - Direct Incentives—\$500,000
 - Indirect Incentives—\$1,049,219
 - Fee & Tax-Based—\$3,916,704
 - Below Market Lease/Deed—None
 - Total All Types of Incentives Provided—\$5,465,923
- ❖ Escambia County accounted for 6.5% of the total amount of incentives (over \$84 million) provided by the 38 reporting counties. Of the eight comparable counties, Escambia provided the highest level of incentives, only St. Lucie County was even close with nearly \$4.4 million.

Extent of Personal Income and Strength of Resident Assets

- ❖ Despite the economic downturn, the County's rate of filings for personal bankruptcy declined from 4.44 per thousand in 2000 to 3.73 per thousand in 2010, ranking the County 35th statewide and fourth among the comparable counties. Two of the comparable counties ranked first and second in the state (Osceola and Lake, respectively). The state average in 2010 was 5.62 per thousand.
- ❖ In 2010, Escambia County accounted for 1.8% of the state's poor population. The 53,655 poor in the County totaled 19.1% of Escambia's total population. Of the eight comparable counties, Escambia had the third highest level of poor. Only Alachua and Leon Counties, both with high levels of student populations, fared worse.
- ❖ In 2009, per capita personal income reached \$34,133 in Escambia, well below the state average of \$38,965. However, per capita personal income has been rising in the County, increasing 44.1% between 2000 and 2009. It grew faster than the state as a whole, which increased by 34.0%. Of the comparable counties, only Alachua (44.3%) and Okaloosa (52.8%) had faster rates of per capita income growth.
- ❖ Escambia also trails the statewide average in median household income—\$41,428 versus \$44,390.
- ❖ As opposed to per capita or per person income, household income measures the combination of more than one income earner living in the same household. Median household income is the middle value in a list of all household incomes in the County in order from lowest to highest. Half of Escambia households make above \$41,428, and half make below that amount.
- ❖ Median household income in Escambia County rose at a slower pace than per capita personal income, only 20.6% between 2000 and 2010. However, it also outpaced the state as a whole (up 14.5%) during the period, and of the eight comparable counties only two had faster rates of growth.
- ❖ Similar to the state of Florida as a whole, Escambia County has seen home ownership decline during the last decade. In 2000, 59.9% of homes were owner-occupied. By 2010, that rate had declined to 55.2%, which is slightly less than the state average of 55.6%. Conversely, there has been a sizeable rise in the



percent of homes which are vacant, up from only 10.9% in 2000 to 14.9% in 2010, which is lower than the state rate of 17.4% for the same period.

- ❖ The median value of owner-occupied housing units in the County is \$148,000 versus \$205,600 for the state as a whole.
- ❖ A low cost of living benefits residents in that their dollars go farther. The County ranks 31st lowest in the state, according to the *Florida Price Level Index*. This index is based on the cost in each county of a set “basket” of goods and services and is pegged against a statewide average which equals 100. In 2008, Escambia’s index was only 89.93, ranking it 31st among the 67 counties.
- ❖ The County’s cost of living, in comparison to the state average, has improved since 2000 when its index was 93.22. It ranks seventh lowest among the eight comparable counties. This low cost of living can help attract new businesses who may consider a low cost of living to be a quality of life advantage for their employees and a contribution to competitive wage levels.
- ❖ Quality of Life issues can affect a community’s attractiveness to new or expanding business, as well as, its ability to attract and retain a skilled workforce. Escambia County’s crime rate could be a negative factor, as it was the highest of the comparable counties and well above the state average on two crime measures—crime per 100,000 population (4970.1 for Escambia versus 4104.7 for Florida) and prison admissions per 100,000 population (309.1 versus 185.1).

Chamber Collaboration with other Counties

The Chamber’s *Vision 2015* plan includes collaboration with the County of Santa Rosa. The formation of regional development partnerships is a concept which has been implemented throughout the state over the past several years. In Florida, many areas have formed regional alliances to foster economic growth — Florida’s Heartland Regional Economic Development Initiative Inc., Opportunity Florida, Florida’s Great Northwest, the South Florida Regional Business Alliance, Central Florida’s myregion.org, and the Tampa Bay Partnership, to name a few. Using the regional approach, a coordinated, comprehensive plan supported by citizens and businesses throughout the area can be created to map out key issues hindering economic prosperity in the area; determine a framework of goals, objectives and strategies for improvement; and, provide an agreed-upon structure for implementation. A study of other regional organizations and experiences can provide invaluable lessons learned and “best practices” for structuring a regional alliance. This is an opportunity where the whole can be greater than the sum of its parts. The Chamber is already a member of Florida’s Great Northwest (FGNW), which is the regional economic development organization representing the 16-county “Panhandle” region of Northwest Florida. FGNW is an investor-supported 501(c) (6) nonprofit corporation created to assist companies that are evaluating Northwest Florida as a business



location. The goal in collaborating with Santa Rosa County is a three-phase project that outlines steps needed to stimulate the region's economy and help local business expand and grow. The Chamber desires to address declining population growth and higher unemployment, which began subsequent to Hurricanes Ivan and Katrina in 2004-2005. Their long-term effects included higher insurance premiums and limited coverage availability, contributing to a decrease in housing sales. Recovery was thwarted by the 2008 recession, with declines in the housing market, international trade, and commodity prices; along with rising unemployment rates. Then, in the spring of 2010, the *Deepwater Horizon* oil spill occurred, affecting the tourism industry. The presence of the defense industry in Escambia County provided some stability and economic benefits. The cooperative effort with Santa Rosa seeks a more diversified economy for citizens to mitigate effects such as those recently experienced, taking advantage of an opportunity to realize economies of scale by working together. The project will involve research, strategy development and implementation, and marketing.

Reporting in Accordance with Agreements

The Chamber is required to provide an annual narrative progress report to the County. In addition, the Chamber must submit documentation to support its requests for reimbursement. The Chamber generally complied with reporting requirements; however, the appropriation for the *Foundations for Florida* monies required a quarterly statistical report, which we were not able to validate as having been submitted. In addition, the County Clerk staff did request more prompt compliance and organization in submittal of the supporting expenditure documentation provide to evidence proper and allowable spending, in accordance with agreements.

The Chamber is working to develop more and improved performance measurement for their programs. This is an opportunity for the County to work with the Chamber to establish a more goal-oriented, data-driven performance reporting process. If the Chamber improves its performance tracking and expenditure documentation processes, a less extensive expenditure monitoring system may be possible.



Chamber Procedures & Internal Control

The Chamber has some written procedures to assist in providing for internal controls, though the recently issued independent financial audit report for the Chamber cited some internal concern deficiencies and disclosed *Related Party* transactions, as shown below. The Chamber recently hired accounting staff and has implemented *QuickBooks* as their new accounting system. This system will provide more efficient accounting for the various cost centers, and provide more *ad hoc* reporting capability.

<p><u>Finding 11-1: Segregation of Duties</u></p> <p><i>Auditor's Comment:</i></p> <p>As we have noted in previous audits, the lack of a formal office staff limits the extent of segregation of incompatible duties. The basic premise is that no one person should have access to both cash and the related accounting records or to all phases of a transaction. While it may not be economically feasible to hire staff simply to achieve adequate segregation of duties, we recommend that the Commission continue to take steps, wherever practicable, to improve segregation of duties. We also recommend that the Commission periodically reevaluate the controls to ensure that material weaknesses do not develop.</p> <p><i>Management's Response:</i></p> <p>Due to small size of the Chamber's office staff, there is a limited extent of separation of duties. While it is not economically feasible to hire additional staff, the Chamber has separated incompatible functions where it is deemed practical. This has reduced the likelihood of intentional or unintentional errors and irregularities.</p> <p><u>Finding 11-2: Financial Reporting</u></p> <p><i>Auditor's Comment:</i></p> <p>During the audit, we proposed several audit adjustments to fully close out the books and to correct certain account balances. The incomplete condition of the accounting records was attributed to turnover in the accounting staff and time constraints on new personnel. As the new accounting personnel adjust to their roles, we recommend that their duties be reviewed and adjusted as necessary to ensure timely and accurate financial reporting.</p> <p><i>Management's Response:</i></p> <p>As the accounting staff continues to adjust to their new roles, duties will evolve to ensure efficiency and accuracy in the financial reporting for the Commission.</p>

Source: Excerpt from FY 2011 PEDC financial audit



Internal Controls Over Financial Reporting

During the year ended September 30, 2011, the Chamber experienced a significant amount of turnover in its accounting and finance positions and the position primarily responsible for financial reporting was expanded to include more operational responsibilities. In addition to this turnover, unfamiliarity with the accounting software and time constraints contributed to, certain financial reporting and accounting procedures not being performed consistently during the year.

As a result, we noted several accounts were not reconciled and various adjustments were necessary to correct the accounting records. These conditions, which the Chamber’s management asserts would have been identified by internal controls if more manpower and/or time were available to properly close the books prior to the audit, are summarized as follows:

- Certain accruals and deferrals necessary to convert from the cash basis of accounting to the accrual basis of accounting had not been made.
- The allowance for doubtful accounts and pledges was not reviewed and adjusted.
- Certain in-kind donations were not recorded.
- Certain intercompany transactions and balances were not properly reconciled.
- Certain grant revenues and expenditures resulting from subrecipient activity were not accrued.

Financial reporting is the responsibility of the management of the Chamber. Controls should exist to ensure that transactions are consistently recorded in a timely manner and are presented in conformity with generally accepted accounting principles.

We recommend that the Chamber review the duties and workload of the accounting and finance personnel in order to strengthen internal controls and to ensure that personnel have the time, necessary skills and training to prepare timely reconciliations of account balances and adjust the accounting records accordingly. We also recommend the Chamber periodically re-evaluate controls over financial reporting and determine whether they are functioning as designed.

Management’s Response:

The management of the Chamber has undergone a complete reorganization of the finance department including new accounting software. Current Chamber personnel have the appropriate time, skill and training necessary to ensure that transactions are consistently recorded in a timely manner and are presented in conformity with generally accepted accounting principles.

Source: Excerpt from FY 2011 Chamber financial audit



Gift Cards and Inventory Procedures

The Chamber maintains a large inventory of gift cards associated with the BP Lodging Voucher Program. The majority of these cards are located at the Chamber’s downtown office but cards are also distributed to and held by the Pensacola Beach Chamber of Commerce and Pensacola Visitor Information Center to be distributed to tourists participating in the program. Although we noted that a count of gift cards was performed at year-end, other counts conducted throughout the year had not been reconciled to the accounting records and there were no schedules indicating what the year-end balance should have been. Additionally, the Chamber did not maintain a schedule reconciling the number of gift cards received and distributed in total or by location to the general ledger during the year. As a result, a count of all cards at each location was needed in order to determine the appropriate balance as of year-end and to adjust the accounting records for gift card receipts and disbursements for the year.

The lack of tracking of gift cards and reconciliation of amounts to the general ledger on a regular basis throughout the year is a serious weakness in internal controls that could allow abuse or fraud to occur and not be detected in a timely manner. We recommend the Chamber formally document and adopt procedures for performing a periodic physical count of the gift cards. These procedures should include specific tasks to be performed by appropriate Chamber personnel including procedures on reconciling the balances on-hand at each location and the frequency for which the counts should be performed. These procedures will provide better financial information to the Chamber’s management as well as accountability of funds expended as part of the program.

Management’s Response:

The management of the Chamber has implemented appropriate controls and performs periodic physical counts of the gift cards to ensure abuse or fraud does not occur relative to improper handling of the gift cards. Gift card balances are reconciled to the general ledger monthly.

Source: Excerpt t from FY 2011 Chamber financial audit

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 \$199,730 and \$178,079 at September 30 2011 and 2010, respectively.

There were no amounts payable to these vendors as of September 30, 2011 and 2010, respectively.

Source: Excerpt t from FY 2011 Chamber financial audit



Competitive Procurement Processes

The Chamber procedures do require a competitive bid process be followed. However, the Chamber's Board can decide not to follow a competitive bid process, if they deem the process inappropriate for the purchase or for some other reason, not to be in the best interest of the Chamber.

For a major marketing contract for which no competitive bid process had been followed, we observed that mutually agreed-upon outcome performance measures could be used to demonstrate the value derived by the County. For all contracts and more particularly those not competitively bid, a "best practice" followed in professional purchasing practice is performance-based contracting. Vendors are often very adept at establishing the first set of performance targets for the contract from which the purchaser, as deemed necessary, may negotiate with the vendor. Some measures may be output or production-oriented in the short-term, but the vendor should understand and be vested by contract, in the long-term outcomes that the Chamber and County desire to be achieved.

Foundations for Future Matching Funds

The *Foundations for Future* monies provided by the County to the Chamber for economic development activities, requires the Chamber to match the funds with the same amount of funds or in-kind match. Below is a schedule of the Chamber Foundation revenues, indicating the amounts received from the County and City of Pensacola, the Chamber's own *Foundations for Future* revenue funds, and the In-kind contributions provided by donors to the Chamber. The details were obtained from the Chamber general ledger, with an adjustment shown, to agree the total revenue with the annual financial audit. The amount of Foundation Pledges receivable at the end of each year is also shown. We obtained schedules for the In-kind funds from the Chamber financial auditor, whose report indicated the contributions included television and radio production of the Chamber's weekly show, advertising space for promotion of the Armed Services' activities, office space, and consulting services; and, the computation of value for the contributions was based on fair value of the contributed item at the date received.



Foundations for Future Funding Sources

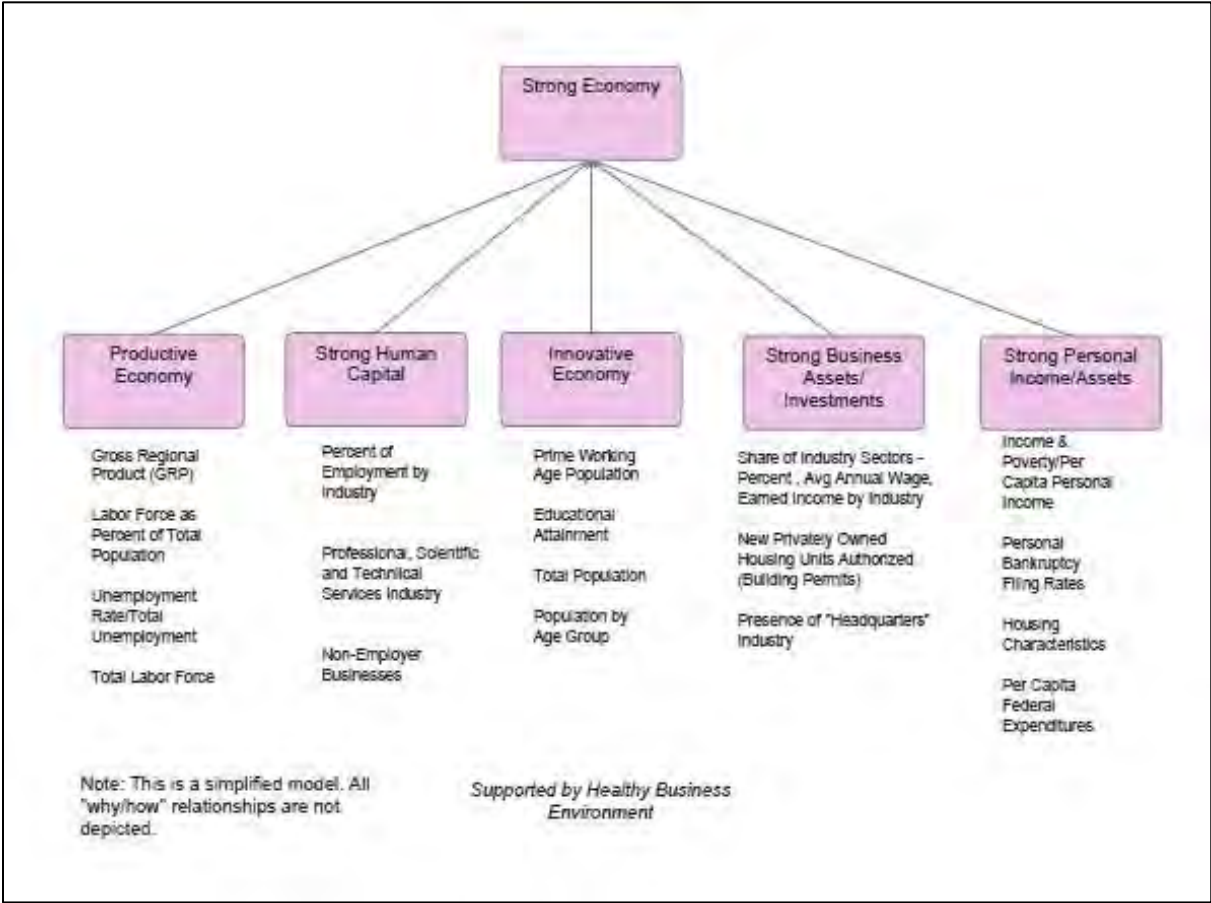
	FY2009	FY 2010	FY2011
County Investment	\$ 401,999	\$ 397,885	\$ 377,718
City Investment	175,000	175,000	175,000
Total County/City	<u>\$ 576,999</u>	<u>\$ 572,885</u>	<u>\$ 552,718</u>
Foundation Pledges	\$ 300,155	\$ 279,288	\$ 3,865,906
Leadership Pensacola	52,000	52,000	52,022
Voluntary Investments	11,757	14,529	12,100
Retreat Sponsorship Income	1,040	70	175
Ship Commissioning Income	-	-	159,110
Workforce Escarosa Grant	23,985	24,888	12,025
CIE Income (incubator program)	7,996	-	1,708
Tallahassee Income	1,380	5,875	5,557
Sessions Income	584	-	-
Graduation Income	1,175	300	1,075
Application Fee Income	1,675	1,775	2,200
Class Project Income	31,908	24,700	23,195
Interest Income	5,285	1,591	1,334
Misc - Foundation	30,000	8,116	-
Misc - Leadership Pensacola	904	383	-
Year End Audit Adjustments *	<u>(58,110)</u>	<u>(32,888)</u>	<u>(2,695,871)</u>
Other Foundation Revenue	<u>411,734</u>	<u>380,627</u>	<u>\$ 1,440,536</u>
Foundation - In-kind	\$ 312,375	\$ 250,488	\$ 245,582
Leadership Penacola In-kind	108,328	21,906	10,233
Other - In-kind	-	100	4,463
In-kind Contributions	<u>\$ 420,703</u>	<u>\$ 272,494</u>	<u>\$ 260,278</u>
Total Revenue	<u>\$ 1,409,436</u>	<u>\$ 1,226,006</u>	<u>\$ 2,253,532</u>
Pledges Receivable-net of uncollectible amounts (10%)	<u>\$ -</u>	<u>\$ 662,363</u>	<u>\$3,300,747</u>
*Amount of accruals, allowance for doubtful accounts or other year-end financial audit adjustments			

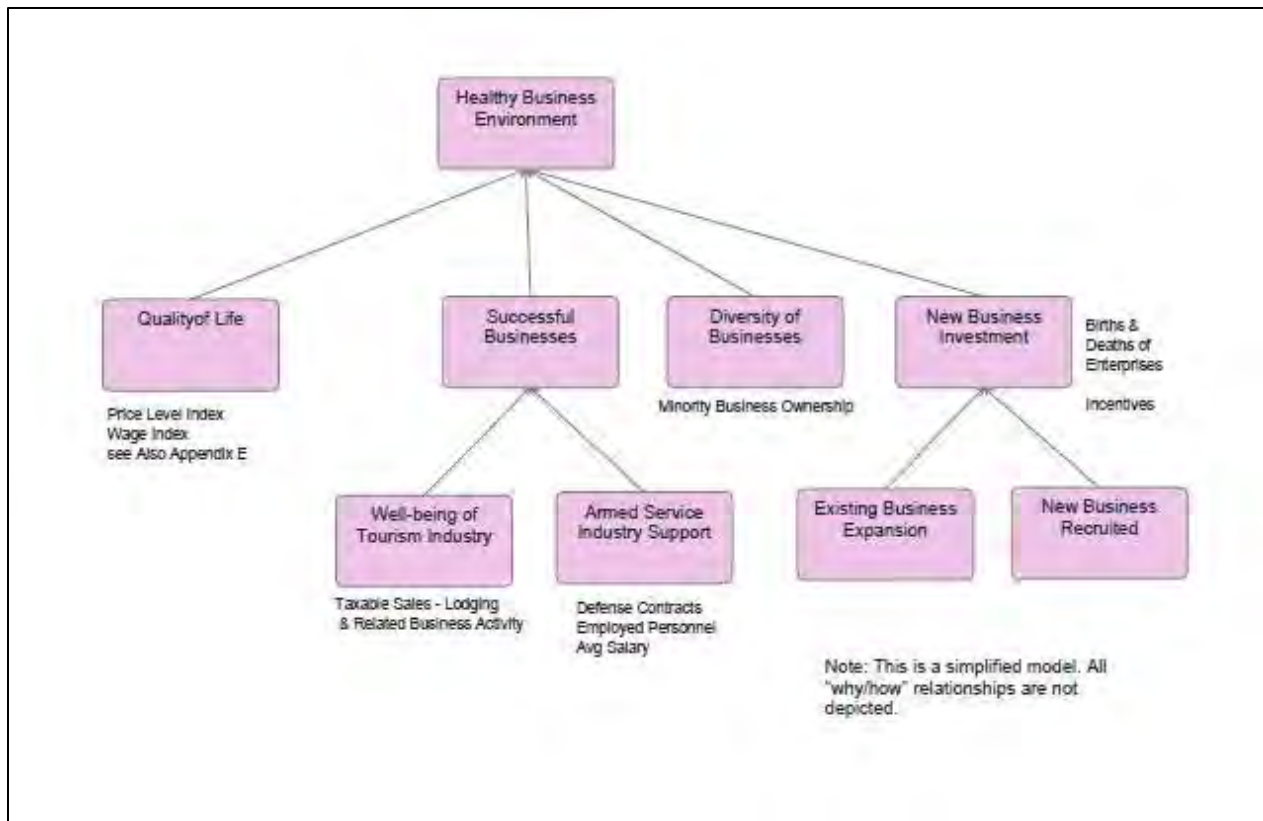
Source: Chamber General Ledgers and Independent Financial Audits



Appendix A - Development of a Comprehensive Performance Management Framework

The County of Escambia has an opportunity to be recognized for establishing a comprehensive performance management framework to demonstrate the effective use of economic development funds. To assist in this effort, we developed the following program logic models which we believe reasonably capture the desired results which the County has specified in appropriation documents and which the Chamber has defined in its performance reporting. A program logic model provides desired outcomes in a “why/how” logic relationship, and is a necessary foundation for a good performance management or *scorecarding* system. We have also specified some performance indicators which could be used, which are shown alongside their related desired outcome.





We have collected and compiled data for most of these measures. The County can use the results of our work to assess the value of collecting such data on an on-going basis, to assess the state of Escambia’s current economy and economic development efforts. Another valuable type of evaluation, which is outside the scope of this report, is a more detailed economic analysis, using location quotients for determining the economic strengths and industry advantages of the County. Location quotient analysis is a valuable tool for quantifying how concentrated a particular industry, cluster, occupation, or demographic group is in an area, compared to the nation. It can reveal what makes a particular area “unique” in comparison to the state or national average. This can be a fundamental key for future economic development strategies and goals, especially in light of the investments being made by the County.

Appendix B - State of Escambia Economy

We have presented measures that can help the County assess the state of the Escambia economy in five overall areas: *Productivity of Economy, Innovative Economy, Strength of Business Assets and Investments, Extent of Personal Income and Assets, and Strong Human Capital*. This presentation is not intended to be a complete and final performance framework for assessing the County of Escambia's economy, but provides assistance toward that goal.

The following indicators can be used to help assess the **Productivity of the County Economy**:

GROSS REGIONAL PRODUCT BY COUNTY--2008				
	2008 Gross Regional Product (In \$ Millions)	Rank Among the Eight Comparable Counties	Rank Among All Counties	Share of Statewide Gross Regional Product
ESCAMBIA	12,359.5	1	15	1.59%
Alachua	9,219.8	5	19	1.19%
Lake	6,698.9	6	23	0.86%
Leon	11,459.1	2	16	1.48%
Manatee	10,490.7	3	17	1.35%
Okaloosa	9,873.9	4	18	1.27%
Osceola	6,364.2	8	25	0.82%
St. Lucie	6,513.7	7	24	0.84%
Statewide	776,152.6			100%

Economic Contributions of Agriculture, Natural Resources and Related Industries in Florida Counties, University of Florida, IFAS Food & Resource Economics Departmen, October 20, 2010.



LABOR FORCE AS A PERCENT OF TOTAL POPULATION				
	1990	2000	2010	2011*
ESCAMBIA	62.0%	58.8%	59.9%	59.6%
Alachua	66.3%	66.8%	64.6%	64.7%
Lake	54.9%	55.6%	58.5%	59.1%
Leon	76.0%	71.5%	67.0%	67.0%
Manatee	55.9%	58.9%	54.5%	54.0%
Okaloosa	62.2%	62.3%	68.6%	69.2%
Osceola	73.4%	70.9%	71.1%	69.7%
St. Lucie	62.9%	58.7%	58.2%	57.1%
Florida	64.3%	63.8%	62.3%	62.0%

*Preliminary data.
 County Profiles , On-line at edr.state.fl.us, Florida Legislature, Office of Economic and Demographic Research.

UNEMPLOYMENT RATE										
	1990	2000	2005	2008	2009	2010	2011	Variance From State Average		Change From 2000 to 2011
								2000	2011	(Percentage Points)
ESCAMBIA	5.9%	4.0%	3.8%	5.9%	9.6%	10.3%	10.1%	0.2	-0.4	6.1
Alachua	3.7%	3.0%	2.9%	4.2%	6.9%	7.9%	7.7%	-0.8	-2.8	4.7
Lake	8.3%	3.6%	3.7%	6.3%	10.8%	12.3%	11.2%	-0.2	0.7	7.6
Leon	3.3%	3.0%	3.1%	4.4%	6.8%	7.9%	8.0%	-0.8	-2.5	5.0
Manatee	4.0%	3.2%	3.4%	6.8%	11.2%	12.1%	10.8%	-0.6	0.3	7.6
Okaloosa	6.0%	3.7%	2.8%	4.5%	6.9%	7.9%	7.4%	-0.1	-3.1	3.7
Osceola	5.0%	3.3%	3.8%	6.2%	10.9%	12.4%	11.6%	-0.5	1.1	8.3
St. Lucie	13.2%	5.7%	4.7%	8.5%	13.0%	13.9%	13.0%	1.9	2.5	7.3
Florida	6.3%	3.8%	3.8%	6.2%	10.2%	11.3%	10.5%			6.7

Florida Department of Economic Opportunity, Labor Market Statistics Center, Local Area Unemployment Statistics Program (on-line data).

TOTAL EMPLOYMENT								
	1990	2000	2005	2008	2009	2010	2011	Percent Change 2005 to 2011
ESCAMBIA	114,397	127,149	129,466	129,723	124,315	124,411	126,409	-2.4%
Alachua	90,594	112,700	119,035	125,647	121,540	120,403	120,631	1.3%
Lake	61,236	89,959	113,000	128,042	454,871	111,599	113,542	0.5%
Leon	109,506	130,726	132,377	140,620	137,858	137,612	137,899	4.2%
Manatee	91,647	119,326	138,559	134,169	126,726	122,851	124,855	-9.9%
Okaloosa	62,143	77,451	93,150	92,432	90,085	88,475	91,905	-1.3%
Osceola	56,041	86,639	111,167	129,323	124,019	118,797	120,866	8.7%
St. Lucie	62,956	82,438	106,714	113,554	107,801	107,321	108,959	2.1%
Florida	6,061,000	7,569,000	8,305,000	8,621,000	8,209,000	8,102,000	8,278,000	-0.3%

Florida Department of Economic Opportunity, Labor Market Statistics Center, Local Area Unemployment Statistics Program (on-line data).

TOTAL LABOR FORCE								Percent Change
	1990	2000	2005	2008	2009	2010	2011	2005 to 2011
ESCAMBIA	121,591	132,487	134,568	137,817	137,483	138,714	140,603	4.5%
Alachua	94,044	116,195	122,566	131,185	130,372	130,662	130,699	6.6%
Lake	66,773	93,300	117,375	136,630	136,267	127,182	127,861	8.9%
Leon	113,238	134,833	136,604	147,134	147,992	149,469	149,905	9.7%
Manatee	95,515	123,240	143,449	144,002	142,786	139,704	140,040	-2.4%
Okaloosa	66,109	80,410	95,801	96,801	96,813	96,038	99,218	3.6%
Osceola	59,000	89,582	115,507	137,871	139,210	135,544	136,698	18.3%
St. Lucie	72,522	87,455	112,008	124,147	123,927	124,666	125,291	11.9%
Florida	6,466,000	7,870,000	8,635,000	9,193,000	9,139,000	9,132,000	9,249,000	7.1%

Florida Department of Economic Opportunity, Labor Market Statistics Center, Local Area Unemployment Statistics Program (on-line data).

The following indicators can be used to help assess the extent there is an **Innovative Economy**:

PERCENTAGE OF TOTAL EMPLOYMENT BY INDUSTRY--2010						
	Natural Resources & Mining	Construction	Manufacturing	Trade, Transportation & Utilities	Information	Financial Activities
ESCAMBIA	0.2%	6.1%	4.0%	18.7%	1.7%	5.9%
Alachua	0.5%	3.4%	3.6%	14.9%	1.3%	5.1%
Lake	1.8%	7.5%	3.8%	22.1%	1.6%	3.9%
Leon	0.1%	3.5%	1.4%	13.3%	2.0%	4.6%
Manatee	5.2%	5.8%	7.7%	18.7%	1.0%	4.4%
Okaloosa	0.1%	5.0%	4.9%	17.7%	1.6%	6.2%
Osceola	0.4%	5.1%	1.8%	20.4%	0.7%	6.0%
St. Lucie	3.9%	5.3%	3.1%	22.6%	0.9%	4.6%
Florida	1.2%	4.9%	4.3%	20.5%	1.9%	6.6%
	Professional & Business Services	Education & Health Services	Leisure and Hospitality	Other Services	Government	
ESCAMBIA						
Alachua						
Lake	11.7%	19.3%	11.3%	3.2%	17.9%	
Leon	8.3%	18.3%	11.1%	2.9%	30.6%	
Manatee	9.1%	18.9%	11.2%	3.1%	17.0%	
Okaloosa	11.5%	13.0%	10.5%	4.2%	36.0%	
Osceola	14.4%	14.8%	13.2%	3.3%	11.7%	
St. Lucie	13.7%	11.4%	15.5%	3.2%	20.7%	
Florida	7.7%	13.6%	25.7%	2.2%	16.4%	
	9.2%	15.9%	10.9%	3.1%	20.4%	
	14.7%	14.8%	12.9%	3.2%	15.0%	

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.



PROFESSIONAL SCIENTIFIC AND TECHNICAL SERVICES INDUSTRY						
	2005			2010		
	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)
ESCAMBIA	824	5,652	23,483	917	5,975	26,059
Alachua	818	5,349	19,863	927	5,715	22,894
Lake	601	3,064	12,350	651	2,223	7,522
Leon	1337	9,995	49,996	1440	9,949	54,454
Manatee	946	3,529	12,982	1098	3,416	15,004
Okaloosa	678	5,821	27,548	698	5,776	32,996
Osceola	459	1,843	5,396	519	1,616	5,507
St. Lucie	474	2,531	8,049	573	2,309	8,332
Florida	77,276	429,404	1,992,288	86,603	433,527	2,298,500

Florida Statistical Abstract 2006, University of Florida, pages 616-617.
Florida Statistical Abstract 2011, University of Florida, pages 584-585.



NON-EMPLOYER BUSINESSES FOR SELECTED INDUSTRIES--2009																				
Total All Industries						Construction			Wholesale Trade			Transportation and Warehousing			Retail Trade			Information		
Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		
			\$				\$				\$				\$				\$	
ESCAMBIA	17,648	\$640,143	\$ 36,273	1,993	\$90,347	\$ 45,332	262	16,535	\$ 63,111	661	31,301	\$ 47,354	1,612	\$70,575	\$ 43,781	208	\$6,385	\$ 30,697		
Alachua	15,244	\$563,633	\$ 36,974	1,096	\$62,737	\$ 57,242	186	13,230	\$ 71,129	375	16,945	\$ 45,187	1,088	\$46,431	\$ 42,676	283	\$13,912	\$ 49,159		
Lake	19,818	\$691,682	\$ 34,902	2,550	\$116,725	\$ 45,775	330	24,659	\$ 74,724	1,023	56,591	\$ 55,319	1,860	\$65,778	\$ 35,365	234	\$6,874	\$ 29,376		
Leon	17,590	\$649,809	\$ 36,942	1,485	\$74,335	\$ 50,057	192	11,084	\$ 57,729	398	19,658	\$ 49,392	1,175	\$38,667	\$ 32,908	340	\$10,850	\$ 31,912		
Manatee	22,958	\$987,080	\$ 42,995	2,243	\$123,843	\$ 55,213	487	38,211	\$ 78,462	711	32,963	\$ 46,361	1,911	\$83,940	\$ 43,925	270	\$9,272	\$ 34,341		
Okaloosa	12,855	\$559,431	\$ 43,519	1,483	\$80,678	\$ 54,402	170	13,291	\$ 78,182	390	17,985	\$ 46,115	1,031	\$42,350	\$ 41,077	118	\$3,438	\$ 29,136		
Osceola	20,542	\$623,254	\$ 30,340	2,608	\$83,224	\$ 31,911	317	22,747	\$ 71,757	1,915	74,189	\$ 38,741	1,699	\$58,776	\$ 34,594	236	\$7,646	\$ 32,398		
St. Lucie	19,428	\$643,186	\$ 33,106	2,229	\$97,526	\$ 43,753	350	29926	\$ 85,503	1,045	48,156	\$ 46,082	1,488	\$59,547	\$ 40,018	197	\$4,946	\$ 25,107		
Florida	1,603,533	\$62,678,008	\$ 39,087	157,972	\$6,810,264	\$ 43,111	33,937	2,937,730	\$ 86,564	85,008	3,692,377	\$ 43,436	120,892	\$4,946,968	\$ 40,921	20,079	\$701,187	\$ 34,921		
Real Estate and Rental and Leasing						Professional, Scientific, & Technical Services			Administrative and Support & Waste			Arts, Entertainment, and Recreation			Health Care and Social Assistance			Other Services		
Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		Firms	Receipts (\$1,000)	Average Receipts Per Non-Employer		
			\$				\$				\$				\$				\$	
ESCAMBIA	1,678	\$94,328	\$ 56,215	1,861	\$66,976	\$ 35,989	2,000	35,358	\$ 17,679	957	20,617	\$ 21,543	1,371	\$43,117	\$ 31,449	3,229	\$4,353	\$ 26,124		
Alachua	1,547	\$112,292	\$ 72,587	3,058	\$93,521	\$ 30,582	1,271	24,993	\$ 19,664	926	16,693	\$ 18,027	1,762	\$25,931	\$ 30,040	1,952	\$9,515	\$ 25,366		
Lake	2,168	\$98,181	\$ 45,286	2,275	\$69,987	\$ 30,764	2,358	50,090	\$ 21,243	840	18,165	\$ 21,625	1,278	\$40,909	\$ 32,010	3,076	\$9,632	\$ 25,888		
Leon	1,766	\$129,120	\$ 73,114	3,337	\$129,692	\$ 38,865	1,754	32,153	\$ 18,331	1,007	13,740	\$ 13,644	1,497	\$41,242	\$ 27,550	2,770	\$5,139	\$ 23,516		
Manatee	2,861	\$189,857	\$ 66,360	3,170	\$131,302	\$ 41,420	2,538	58,706	\$ 23,131	1,144	29,446	\$ 25,740	1,578	\$58,435	\$ 37,031	3,633	\$8,953	\$ 27,237		
Okaloosa	1,635	\$102,600	\$ 62,752	1,412	\$58,457	\$ 41,400	1,401	27,972	\$ 19,966	610	14,661	\$ 24,034	795	\$29,414	\$ 36,999	2,648	\$9,339	\$ 33,738		
Osceola	1,997	\$106,994	\$ 53,577	1,675	\$45,292	\$ 27,040	2,937	53,554	\$ 18,234	742	19,637	\$ 26,465	1,605	\$29,784	\$ 18,557	3,266	\$7,567	\$ 21,607		
St. Lucie	1,811	\$86,310	\$ 47,659	1,930	\$68,499	\$ 35,492	2,621	50,169	\$ 19,141	665	13,582	\$ 20,424	2,125	\$25,082	\$ 24,509	3,224	\$8,875	\$ 25,085		
Florida	171,495	\$11,160,810	\$ 65,080	198,290	\$8,001,903	\$ 40,355	188,183	3,751,194	\$ 19,934	66,984	1,769,151	\$ 26,412	138,075	\$4,454,052	\$ 32,258	271,856	\$6,745,669	\$ 24,813		

Note: Data on Non-Employers is available for 18 industries. This table shows figures for only a selected group of those industries.

Terms:
Nonemployer: A nonemployer business is one that has no paid employees, has annual business receipts of \$1,000 or more (\$1 or more in the Construction industry), and is subject to federal income taxes. Nonemployer Statistics originate from tax return information of the Internal Revenue Service.

Receipts: Includes gross receipts, sales, commissions, and income from trades and businesses, as reported on annual business income tax returns. Business income consists of all payments received for services rendered. The composition of nonemployer receipts may differ from receipts data published for employer establishments. Nonemployer receipts may include commissions or earnings. In contrast, for employers the sales and receipts items published (for example, in the Economic Census) represents only the value of the goods involved in the transaction.

U.S. Bureau of the Census, EPCD Nonemployer Statistics. On-line data (<http://censtats.census.gov/cgi-bin/nonemployer/nonsect.pl>).



The following indicators can be used to help assess the **Strength of Business Assets and Investments**:

EMPLOYMENT ESCAMBIA COUNTY VERSUS FLORIDA--2010			
Escambia County Industries Ranked by Share		Florida Industries Ranked by Share of	
19.3%	Education & Health Svcs	20.5%	Trade, Transprt, Utilities
18.7%	Trade, Transprt, Utilities	15.0%	Government
17.9%	Government	14.8%	Education & Health Svcs
11.7%	Prof & Bus Svcs	14.7%	Prof & Bus Svcs
11.3%	Leisure & Hospitality	12.9%	Leisure & Hospitality
6.1%	Construction	6.6%	Financial Activities
5.9%	Financial Activities	4.9%	Construction
4.0%	Manufacturing	4.3%	Manufacturing
3.2%	Other Services	3.2%	Other Services
1.7%	Information	1.9%	Information
0.2%	Nat Res & Mining	1.2%	Nat Res & Mining

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.

2009 EARNED INCOME BY INDUSTRY (In Thousands of Dollars on a Place of Work Basis)										
	Total Private			Wholesale						
	Non-Farm Earnings	Forestry & Fishing	Mining	Utilities	Construction	Manufacturing	Trade	Retail Trade	Transportation	Information
ESCAMBIA	5,147,066	8,352	7,515	30,127	439,600	330,659	301,673	504,926	182,293	137,653
Alachua	4,067,080	D	D	32,455	270,716	255,383	153,169	405,448	101,471	102,423
Lake	3,127,784	17,297	9,319	21,208	402,515	167,999	92,862	418,743	139,803	71,063
Leon	4,888,852	D	D	D	318,555	127,907	162,521	483,147	D	248,477
Manatee	5,265,277	D	D	23,136	400,669	557,789	263,805	537,788	72,115	90,850
Okaloosa	3,304,148	3,850	4,885	12,956	233,899	293,725	95,054	360,291	58,579	157,818
Osceola	2,547,164	D	D	7,827	162,407	77,404	126,692	336,060	64,028	47,267
St. Lucie	2,493,339	56,879	3,094	17,750	209,836	103,027	234,845	321,903	91,882	41,096
Florida	356,713,009	1,461,967	658,902	2,900,827	26,142,275	22,934,034	24,408,596	33,185,039	13,750,191	13,242,047
	Finance & Insurance		Professional Services	Administrative Management	Educational Services	Healthcare	Leisure & Entertainment	Accommodation & Restaurants	Other Services	
	Real Estate	Real Estate	Management	Services	Services	Services	Entertainment	Restaurants	Services	
ESCAMBIA	364,069	98,070	486,280	98,813	309,122	72,915	1,192,901	42,429	242,183	297,486
Alachua	280,438	91,494	419,675	22,194	132,206	59,945	1,216,152	76,129	216,413	218,112
Lake	113,249	75,216	156,861	12,777	201,272	56,433	749,691	28,494	166,135	226,847
Leon	429,685	87,556	958,305	38,960	208,125	61,115	1,008,680	27,289	240,238	416,134
Manatee	171,133	119,805	689,285	196,439	572,324	67,195	775,342	134,116	229,100	298,099
Okaloosa	179,837	170,003	571,820	26,884	229,219	30,508	416,405	27,594	237,211	193,610
Osceola	73,641	130,097	95,755	4,772	162,515	26,672	466,869	272,259	323,533	157,100
St. Lucie	123,245	46,941	172,559	5,365	129,541	20,486	510,451	94,387	112,026	198,026
Florida	27,668,145	10,173,967	40,104,079	8,321,596	23,411,675	6,268,181	55,320,217	9,417,775	18,887,907	18,455,589

Florida Statistical Abstract 2011, University of Florida, pages 213-220.



**ESCAMBIA COUNTY INDUSTRIES RANKED
BY AVERAGE ANNUAL WAGE--2010**

Escambia County Industries

\$52,921	Manufacturing
\$49,447	Information
\$44,706	Financial Activities
\$43,088	Education & Health Services
\$41,939	Government
\$38,925	Prof & Bus Services
\$36,719	AVERAGE All Services
\$36,564	Construction
\$35,504	Nat Res & Mining
\$31,755	Trade, Transport, Utilities
\$25,910	Other Services
\$14,874	Leisure & Hospitality

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.



AVERAGE ANNUAL WAGE BY INDUSTRY--2010												
	All Industries	Natural Resources & Mining	Construction	Manufacturing	Trade, Transportation & Utilities	Information	Financial Activities	Professional & Business Services	Education & Health Services	Leisure and Hospitality	Other Services	Government
ESCAMBIA	\$36,719	\$35,504	\$36,564	\$52,921	\$31,755	\$49,447	\$44,706	\$38,925	\$43,088	\$14,874	\$25,910	\$41,939
Alachua	\$39,672	\$27,207	\$35,195	\$46,408	\$28,295	\$48,295	\$43,417	\$39,399	\$43,726	\$16,606	\$25,774	\$51,527
Lake	\$32,192	\$27,114	\$37,598	\$38,888	\$27,465	\$40,501	\$35,208	\$31,925	\$40,151	\$15,405	\$23,674	\$37,387
Leon	\$39,553	\$33,386	\$36,629	\$49,238	\$26,861	\$47,649	\$52,683	\$52,932	\$42,217	\$13,077	\$37,914	\$44,693
Manatee	\$35,965	\$18,127	\$39,670	\$49,818	\$31,078	\$49,634	\$42,906	\$39,639	\$40,898	\$19,894	\$27,730	\$46,641
Okaloosa	\$38,603	\$31,713	\$33,723	\$52,707	\$29,099	\$58,841	\$39,084	\$53,936	\$37,807	\$16,085	\$29,725	\$51,388
Osceola	\$33,066	\$28,403	\$36,976	\$39,504	\$25,341	\$50,538	\$39,581	\$28,080	\$42,057	\$24,620	\$28,353	\$45,299
St. Lucie	\$34,059	\$24,538	\$31,801	\$38,112	\$31,323	\$52,620	\$35,165	\$31,730	\$40,488	\$18,888	\$24,738	\$43,414
Florida	\$41,570	\$24,287	\$41,088	\$51,847	\$37,111	\$61,487	\$57,043	\$49,155	\$43,685	\$21,448	\$29,608	\$47,360

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.



New Privately Owned Housing Units Authorized (Building Permits)				
	2005		2010	
	Number	Construction Cost	Number	Construction Cost
ESCAMBIA	2,602	\$431,844,040	973	\$132,838,416
Alachua	2,293	\$241,496,483	454	\$58,430,084
Lake	6,769	\$940,117,890	552	\$142,335,575
Leon	3,231	\$370,152,414	434	\$61,231,068
Manatee	5,735	\$1,151,657,941	1,247	\$238,583,864
Okaloosa	3,720	\$745,170,343	547	\$122,078,823
Osceola	7,996	\$1,203,966,686	892	\$162,695,734
St. Lucie	8,776	\$1,175,738,322	293	\$32,642,136
Florida	287,250	\$46,802,753,000	38,679	\$7,823,544,000

U.S. Census Bureau, *Building Permits Survey* (On-line at <http://www.census.gov/construction/bps/>).

MANAGEMENT OF COMPANIES AND ENTERPRISES (HEADQUARTERS) INDUSTRY									
	2005			2010			Percent Change in Reporting Units 2005- 2010	Percent Change in Employment 2005-2010	Percent Change in Total Payroll 2005-2010
	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)			
ESCAMBIA	28	1,054	5,821	34	573	2,679	21.4%	-45.6%	-54.0%
Alachua	14	156	738	21	253	1,589	50.0%	62.2%	115.3%
Lake	18	175	885	30	144	686	66.6%	-41.3%	-22.5%
Leon	27	471	2,515	37	420	1,978	37.0%	-12.1%	-21.4%
Manatee	66	2,722	8,535	76	2,681	11,373	15.1%	-1.5%	33.3%
Okaloosa	23	373	1,755	26	274	1,276	13.0%	-26.5%	-27.3%
Osceola	D	D	D	21	105	250			
St. Lucie	15	71	546	20	130	497	33.3%	83.1%	-9.0%
Florida	2,480	72,182	484,011	3,472	78,210	572,635	40.0%	8.4%	18.3%

D: Suppressed to avoid disclosure of confidential information
Florida Statistical Abstract 2006, University of Florida, pages 618.
Florida Statistical Abstract 2011, University of Florida, pages 586.



The following indicators can be used to help assess the **Extent of Personal Income and Strength of Resident Assets**:

INCOME AND POVERTY--2010				
	2010 Median Household Income	Percent Change From 2000	Number of Poor Persons	Percent Poor
ESCAMBIA	\$ 41,428	20.6%	53,655	19.1%
Alachua	\$ 40,656	24.2%	59,315	25.3%
Lake	\$ 42,343	13.4%	39,711	13.5%
Leon	\$ 42,393	9.3%	68,765	26.3%
Manatee	\$ 44,900	16.2%	46,119	14.5%
Okaloosa	\$ 51,173	22.7%	21,792	12.4%
Osceola	\$ 42,165	10.1%	43,365	16.3%
St. Lucie	\$ 39,378	8.9%	48,578	17.6%
Florida	\$ 44,390	14.5%	3,048,621	16.5%

Florida Statistical Abstract 2011, University of Florida, pages 225-226.

PER CAPITA PERSONAL INCOME							
	2000	2005	2009	Percent Change 2000 to 2009	County as a Percent of State Average in 2000	County as a Percent of State Average in 2009	
ESCAMBIA	\$ 23,685	\$ 29,242	\$ 34,133	44.1%	81.4%	87.6%	
Alachua	\$ 24,653	\$ 31,469	\$ 35,573	44.3%	84.8%	91.3%	
Lake	\$ 26,067	\$ 29,426	\$ 30,785	18.1%	89.6%	79.0%	
Leon	\$ 26,679	\$ 32,970	\$ 36,148	35.5%	91.7%	92.8%	
Manatee	\$ 31,202	\$ 38,094	\$ 39,650	27.1%	107.3%	101.8%	
Okaloosa	\$ 27,500	\$ 36,317	\$ 42,007	52.8%	94.6%	107.8%	
Osceola	\$ 20,735	\$ 23,327	\$ 25,180	21.4%	71.3%	64.6%	
St. Lucie	\$ 22,684	\$ 27,753	\$ 29,526	30.2%	78.0%	75.8%	
Florida	\$ 29,080	\$ 35,605	\$ 38,965	34.0%			

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.

PERSONAL BANKRUPTCY FILING RATES (PER THOUSAND POPULATION)**			
	2000	2010	2010 Rank in State
ESCAMBIA	4.44	3.73	35
Alachua	2.32	1.95	57
Lake	3.68	7.58	2
Leon	2.44	2.64	49
Manatee	4.07	4.99	22
Okaloosa	3.93	3.55	37
Osceola	5.09	8.52	1
St. Lucie	4.98	6.23	12
Florida	3.73	5.62	

** Florida data excludes figures for Miami-Dade County, which is classified in a different federal district.
The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.

HOUSING CHARACTERISTICS				
	Percent of Homes Which Are Owner-Occupied		Percent of Homes Which Are Vacant	
	2000	2010	2000	2010
ESCAMBIA	59.9%	55.2%	10.9%	14.9%
Alachua	50.6%	48.6%	8.0%	10.8%
Lake	70.1%	64.0%	14.0%	16.4%
Leon	52.9%	48.7%	7.2%	10.6%
Manatee	60.0%	56.1%	18.6%	20.8%
Okaloosa	56.0%	50.0%	15.7%	21.7%
Osceola	57.1%	45.7%	15.6%	29.3%
St. Lucie	65.8%	58.9%	15.7%	20.8%
Florida	60.8%	55.6%	13.2%	17.4%

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.

PER CAPITA FEDERAL DIRECT EXPENDITURES IN FLORIDA COUNTIES												
FY 2000							FY 2010					
	Retirement & Disability	Other Direct Payments	Grants*	Procurement	Salaries & Wages	Total Federal Funds*	Retirement & Disability	Other Direct Payments	Grants*	Procurement	Salaries & Wages	Total Federal Funds*
ESCAMBIA	\$3,142	\$1,075	\$876	\$436	\$2,009	\$7,539	\$4,746	\$2,975	\$1,511	\$2,139	\$1,529	\$12,900
Alachua	\$1,797	\$1,029	\$1,443	\$158	\$681	\$5,109	\$2,781	\$2,489	\$2,754	\$708	\$901	\$9,633
Lake	\$3,885	\$1,433	\$289	\$136	\$127	\$5,869	\$6,588	\$2,410	\$528	\$105	\$196	\$9,826
Leon	\$1,676	\$989	\$9,003	\$145	\$418	\$12,231	\$2,463	\$2,231	\$24,612	\$232	\$680	\$30,218
Manatee	\$2,757	\$1,229	\$299	\$68	\$240	\$4,593	\$3,659	\$2,457	\$591	\$716	\$309	\$7,732
Okaloosa	\$4,008	\$754	\$380	\$3,038	\$4,396	\$12,572	\$5,648	\$1,910	\$850	\$7,868	\$4,805	\$21,082
Osceola	\$1,690	\$824	\$196	\$121	\$92	\$2,924	\$2,859	\$1,294	\$303	\$50	\$122	\$4,628
St. Lucie	\$3,213	\$1,407	\$424	\$46	\$152	\$5,243	\$3,995	\$2,426	\$553	\$51	\$212	\$7,237
Florida	\$2,481	\$1,317	\$732	\$538	\$519	\$5,577	\$3,424	\$3,368	\$1,493	\$956	\$690	\$9,930
FEDERAL DIRECT EXPENDITURES IN FLORIDA COUNTIES BY CATEGORY AS A PERCENT OF TOTAL DIRECT EXPENDITURES												
FY 2000							FY 2010					
	Retirement & Disability	Other Direct Payments*	Grants**	Procurement	Salaries & Wages	Total Federal Funds**	Retirement & Disability	Other Direct Payments*	Grants**	Procurement	Salaries & Wages	Total Federal Funds**
ESCAMBIA	41.7%	14.3%	11.6%	5.8%	26.7%	\$2,219,647,000	36.8%	23.1%	11.7%	16.6%	11.9%	\$3,839,153,000
Alachua	35.2%	20.1%	28.2%	3.1%	13.3%	\$1,113,523,000	28.9%	25.8%	28.6%	7.4%	9.4%	\$2,382,537,000
Lake	66.2%	24.4%	4.9%	2.3%	2.2%	\$1,235,659,000	67.0%	24.5%	5.4%	1.1%	2.0%	\$2,918,891,000
Leon	13.7%	8.1%	73.6% **	1.2%	3.4%	\$2,928,697,000	8.2%	7.4%	81.4%**	0.8%	2.2%	\$8,324,579,000
Manatee	60.0%	26.7%	6.5%	1.5%	5.2%	\$1,212,668,000	47.3%	31.8%	7.6%	9.3%	4.0%	\$2,496,171,000
Okaloosa	31.9%	6.0%	3.0%	24.2%	35.0%	\$2,143,508,000	26.8%	9.1%	4.0%	37.3%	22.8%	\$3,812,108,000
Osceola	57.4%	28.2%	6.7%	4.1%	3.1%	\$504,291,000	61.8%	28.0%	6.5%	1.1%	2.5%	\$1,243,455,000
St. Lucie	61.3%	26.8%	8.1%	0.9%	2.9%	\$1,010,204,000	55.2%	33.5%	7.6%	0.7%	2.9%	\$2,010,248,000
Florida	42.8%	26.0%	13.1%	9.3%	8.8%	\$92,776,373,000	34.5%	33.9%	15.0%	9.6%	6.9%	\$186,703,775,000

* *Other Direct Payments* includes both direct payments for individuals, other than for retirement and disability, and direct payments other than for individuals. Programs such as unemployment compensation, food stamps, housing assistance, Medicare, federal employee workers' compensation, life and health employer premiums, crop and flood insurance, etc. are included in this category.

**The *Grants* category includes both formula grants and program grant funding. The allocation of the *Grants* category is based on the location of the initial recipient. A significant portion of those grant funds credited to Leon County are actually direct payments to The State of Florida and are subsequently distributed to locations throughout the state, such as "pass-through" grants to local governments or highway construction funds, etc. Actual funds expended directly in Leon County is a much smaller amount than shown due to this allocation method and the actual percent shares of the other categories shown for Leon County are overshadowed by the *Grants* category as a result.

Review of Federal Expenditures to Florida in Fiscal Year 1999-2000, Florida Legislative Committee on Intergovernmental Relations, September 2001. (<http://edr.state.fl.us/Content/local-government/reports/fedfunds00.pdf>)

Review of Federal Funding to Florida in Fiscal Year 2010, The Florida Legislature's Office of Economic and Demographic Research, February 2012. (<http://edr.state.fl.us/Content/local-government/reports/fedfunds10.pdf>)



The following indicators can be used to help assess the **Strength of Human Capital**:

"PRIME WORKING AGE" POPULATION--2010				
	"Prime Working Age" Population	"Prime Working Age" Population As A Percent of Total	Counties Ranked by Total "Prime Working Age Population"	
ESCAMBIA	190,536	64.0%	1	Leon
Alachua	176,424	71.3%	2	Escambia
Lake	163,486	55.0%	3	Manatee
Leon	195,534	70.0%	4	Alachua
Manatee	181,441	56.2%	5	Osceola
Okaloosa	115,216	63.7%	6	Lake
Osceola	168,613	62.8%	7	St. Lucie
St. Lucie	160,403	57.7%	8	Okaloosa
Florida	916,148	61.4%		

"Prime Working Age" population is the population aged 18 through 64.
Florida Statistical Abstract 2011, University of Florida, pages 25-26, 33.

POPULATION BY AGE GROUP--2010								
	Total Population	0-17	18-34	35-54	55-64	65-79	30 and Over	Median Age
ESCAMBIA	297,619	64,154	76,669	77,206	36,661	31,581	11,348	37.6
Alachua	247,336	44,285	94,275	54,978	27,171	19,169	7,458	30.1
Lake	297,052	61,741	48,817	75,057	39,612	53,214	18,611	45.6
Leon	275,487	53,973	101,851	63,953	29,730	18,962	7,018	29.6
Manatee	322,833	66,283	55,586	80,775	45,080	53,618	21,491	45.7
Okaloosa	180,822	40,388	43,390	50,423	21,403	19,398	5,820	38.3
Osceola	268,685	70,416	61,517	78,360	28,736	22,908	6,748	35.6
St. Lucie	277,789	62,008	51,577	73,882	34,944	40,530	14,848	42.4
Florida	18,801,310	4,002,091	4,029,202	5,172,747	2,337,668	2,343,454	916,148	40.7

"Prime Working Age" population is the population aged 18 through 64.
Florida Statistical Abstract 2011, University of Florida, pages 25-26, 33.



EDUCATIONAL ATTAINMENT (PERSONS AGE 25 AND OLDER)		
	Percent High School Graduate or Higher	Percent Bachelor's Degree or Higher
ESCAMBIA	86.7%	23.4%
Alachua	89.7%	40.9%
Lake	86.9%	20.3%
Leon	90.6%	41.3%
Manatee	86.9%	25.6%
Okaloosa	90.7%	26.8%
Osceola	84.4%	18.3%
St. Lucie	83.4%	17.8%
Florida	85.3%	25.9%

The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us.

	TOTAL POPULATION							Rank in State	Percent Change 2000 to 2010	2011*	Percent Change 2010 to 2011*
	1990	2000	2005	2007	2008	2009	2010				
ESCAMBIA	262,445	294,410	296,785	300,184	299,993	298,845	297,619	18	1.1	299,261	0.6%
Alachua	181,596	217,955	232,684	241,462	244,106	246,074	247,336	23	13.5	247,337	0.0%
Lake	152,104	210,527	263,930	288,419	292,154	294,456	297,052	19	41.1	298,265	0.4%
Leon	192,493	239,452	263,900	270,544	273,155	274,241	275,487	21	15.0	276,278	0.3%
Manatee	211,707	264,002	303,729	317,899	319,970	321,035	322,823	16	22.3	325,905	1.0%
Okaloosa	143,777	170,498	183,192	182,760	181,880	181,281	180,822	26	6.1	181,679	0.5%
Osceola	107,728	172,493	227,055	251,598	260,071	264,768	268,685	22	55.8	273,867	1.9%
St. Lucie	150,171	192,695	238,361	263,261	270,903	274,108	277,789	20	44.2	279,696	0.7%
Florida	12,938,071	15,982,824	17,778,156	18,446,768	18,613,905	18,687,425	18,801,310		17.6	18,905,048	0.6%

* Estimated
Florida Statistical Abstract 2011, University of Florida, pages 5, 10-11, 12-13.
 The Florida Legislature, Office of Economic and Demographic Research, On-line County Profiles, edr.state.fl.us. (2011 only).
 US Bureau of the Census, Intercensal Estimates of the Resident Population for Counties of Florida: April 1, 2000 to July 1, 2010 (CO-EST00INT-01-12), September 2011, and Table CO-EST2001-12-12 - Time Series of Florida Intercensal Population Estimates by County: April 1, 1990 to April 1, 2000, April 2002.

Appendix C - Healthy Business Environment

We have compiled data for some aspects of a healthy business environment. The County could also collect data for many **Quality of Life** indicators. In this section, we have shown data relative to the cost of living, referred to as the Price Level Index. We have also compiled data relative to the **Diversity of Business** in the county (the Percent Total Employment by Industry and Minority Business Ownership) as well as **Support of Business Success** in the County.

PRICE LEVEL INDEX FOR COUNTIES				
	2000 FCRPI*	Rank in State	2008 FCRPI*	Rank in State
ESCAMBIA	93.22	45	89.93	31
Alachua	94.04	37	90.79	24
Lake	95.13	28	91.17	22
Leon	96.49	19	89.87	32
Manatee	96.93	16	96.71	9
Okaloosa	94.21	34	90.28	27
Osceola	95.81	25	90.84	23
St. Lucie	96.30	22	98.79	7
Florida	100.00		100.00	

FCRPI* is the Florida County Retail Price Index. It reflects the price level in each county relative to a population-weighted statewide average (which equals 100) for a particular point in time (August of each year). It measures price level differences from place to place. The basis for these comparisons is a fixed standard of living which represents the consumption pattern of a typical wage earner or clerical worker. The index measures the relative cost of living by this standard in each county. In 2000, the index ranged from a low of 90.68 to a high of 108.53. In 2011 it ranged from 82.63 to 141.80.

Florida Statistical Abstract 2001, University of Florida, pages 810-811.

COMPARATIVE RELATIVE WAGE INDEX FOR COUNTIES--2008		
	FCWI*	Rank in State
ESCAMBIA	94.08	43
Alachua	96.76	32
Lake	97.45	26
Leon	94.07	44
Manatee	100.39	12
Okaloosa	95.46	37
Osceola	98.60	23
St. Lucie	99.09	20
Florida	100	

*FWCJ is the Florida County Wage Index. It measures the relative wages paid to the typical worker performing an identical job across Florida at a particular point in time. The counties are pegged against a statewide average which is shown as 100. It is an indicator of the difference in cost of labor that can be anticipated among Florida geographical areas.

Florida Statistical Abstract 2011, University of Florida, page 812.

MINORITY BUSINESS OWNERSHIP--2007							
	Total number of Firms	Percent Women-owned Firms	Percent Black-owned Firms	Percent Hispanic-owned Firms	Percent Asian-owned Firms	Percent American Indian- and Alaska Native-owned Firms	Percent Native Hawaiian and Other Pacific Islander-owned Firms
ESCAMBIA	24,187	30.60%	9.50%	2.40%	3.70%	S	0.10%
Alachua	20,676	31.60%	7.80%	6.70%	3.80%	S	S
Lake	26,755	27.50%	5.60%	8.70%	S	S	S
Leon	24,022	29.80%	15.00%	4.10%	3.10%	S	F
Manatee	29,906	27.90%	3.80%	7.50%	2.60%	S	F
Okaloosa	18,467	27.80%	S	4.10%	4.20%	0.40%	S
Osceola	24,646	29.00%	S	37.60%	5.40%	0.60%	S
St. Lucie	24,858	31.70%	12.80%	13.90%	2.40%	S	F
Florida	2,009,589	28.90%	9.00%	22.40%	3.20%	0.50%	0.10%

S: Suppressed; does not meet publication standards
D: Suppressed to avoid disclosure of confidential information
F: Fewer than 100 firms
U.S. Census Bureau, *State and County QuickFacts* (On-line at <http://quickfacts.census.gov/qfd/states/12/12111.html>).

BIRTHS AND DEATHS OF ENTERPRISES IN ESCAMBIA COUNTY BETWEEN 2007 AND 2008												
NAICS DESCRIPTION	INITIAL YEAR		NET CHANGE		ESTABLISHMENT BIRTHS		ESTABLISHMENT DEATHS		ESTABLISHMENT EXPANSIONS		ESTABLISHMENT CONTRACTIONS	
	NUMBER OF ESTABLISHMENTS	EMPLOYMENT	CHANGE IN ESTABLISHMENTS	CHANGE IN EMPLOYMENT	NUMBER OF ESTABLISHMENTS	CHANGE IN ESTABLISHMENTS	NUMBER OF ESTABLISHMENTS	CHANGE IN EMPLOYMENTS	NUMBER OF ESTABLISHMENTS	CHANGE IN EMPLOYMENT	NUMBER OF ESTABLISHMENTS	CHANGE IN EMPLOYMENTS
Total	6,510	104,375	-164	-666	678	4,331	842	-5,871	1,538	9,761	1,871	-8,887
Agriculture, forestry, fishing and hunting	9	47	2	-5	3	0	1	0	1	0	4	0
Mining, quarrying, and oil and gas extraction	6	0	1	0	1	0	0	0	2	0	0	0
Utilities	24	0	1	0	1	0	0	0	3	0	3	0
Construction	718	8,069	-69	-663	84	474	153	-482	107	571	228	-1,226
Manufacturing	182	5,319	-3	-345	22	220	25	-199	42	191	64	-557
Wholesale trade	313	4,491	-3	-298	27	97	30	-249	69	278	90	-424
Retail trade	1,143	16,944	-34	-685	83	641	117	-743	296	1,060	389	-1,643
Transportation and warehousing	174	2,290	-9	62	17	73	26	-127	43	260	53	-144
Information	111	2,586	8	-255	19	46	11	-79	18	60	35	0
Finance and insurance	414	4,223	4	815	52	0	48	0	89	1,475	106	-289
Real estate and rental and leasing	350	1,655	-20	-140	52	0	72	-294	53	108	79	-191
Professional, scientific, and technical services	696	5,645	1	323	88	334	87	0	157	1,002	145	-582
Management of companies and enterprises	40	689	3	22	4	0	1	0	12	0	11	-40
Administrative & support/Waste management & remediation svcs	301	11,858	2	817	50	274	48	-566	78	1,565	76	-456
Educational services	72	3,373	-2	190	8	0	10	-42	27	0	16	-37
Health care and social assistance	714	18,424	-19	-35	43	456	62	-373	212	1,121	185	-1,239
Arts, entertainment, and recreation	75	1,398	5	-129	17	0	12	-35	20	84	25	-272
Accommodation and food services	501	11,124	-22	-213	49	746	71	-1,147	150	1,215	196	-1,027
Other services (except public administration)	663	4,859	-12	-70	54	180	66	-408	159	538	166	-380
Industries not classified	4	0	2	0	4	0	2	0	0	0	0	0

These dynamic data, which are created from the Business Information Tracking Series (BITS), consist of the number of establishments and corresponding employment change for births, deaths, expansions, and contractions. Private businesses use the data for market research, strategic business planning, and managing sales territories. State and local governments, as well as, budget, economic development, and planning offices use the data to assess business changes, develop fiscal policies, and plan future policies and programs.

Noise Infusion for Non-Disclosure of Data

In accordance with U.S. Code, Title 13, Section 9, no data are published that would disclose the operations of an individual employer. Starting with 2007 data, the Statistics of U.S. Businesses has adopted the Noise Infusion method of data protection. For further information on confidentiality protection, sampling error, nonsampling error, and definitions, see <http://www.census.gov/econ/sub/methodology.html>



ECONOMIC DEVELOPMENT INCENTIVES PROVIDED BY COUNTIES TO BUSINESSES--FY 2010						
	Total Direct	Total Indirect	Total Fee & Tax Based	Total Below Market Lease or Deed	Total Incentives Provided	Percent of Total Incentives Provided by Reporting Counties
ESCAMBIA	\$500,000	\$1,049,219	\$3,916,704		\$5,465,923	6.5%
Alachua			\$23,917		\$23,917	<0.1%
Lake	\$149,000				\$149,000	0.2%
Leon					\$0	
Manatee	\$139,277	\$231,000			\$370,277	0.4%
Okaloosa				\$199,609	\$199,609	0.2%
Osceola	\$547,762				\$547,762	0.6%
St. Lucie	\$48,900	\$250,000	\$4,083,070		\$4,381,970	5.1%
Total 38 Reporting Counties	\$29,675,804	\$40,450,510	\$12,774,649	\$1,541,679	\$84,442,642	
NOTE: Data self-reported by counties in compliance with new reporting requirements mandated by the 2010 Legislature. See Chapter 2010-147, <i>Laws of Florida</i> .						
Definitions:						
Direct Incentives--monetary assistance provided directly to businesses by the local government or through an organization authorized by the local government, including grants, loans, equity investments, loan insurance /guarantees, and training subsidies.						
Indirect Incentives--grants or loans provided to businesses or community organizations that provide support to businesses or promote business investment or development.						
Fee-Based or Tax-Based Incentives--Tax or fee credits, refunds, exemptions, or property tax abatement or assessment reductions.						
Below Market Rate Leases or Deeds for Real Property--provided to businesses from the local government.						
<i>Economic Development Incentives Report</i> , Florida Legislature, Office of Economic and Demographic Research, On-line Reports, edr.state.fl.us .						



ESCAMBIA COUNTY PARTICIPATION IN STATE INCENTIVE PROGRAMS--2000 THROUGH 2011												
Fiscal Year Project Approved	Program ID	Approval Date	County	Total State & Local Incentive Award (100%)	Local Incentive Award Only (20%)	New Jobs Projected	Existing Jobs from Application	NAICS	Industry Category	LFS Waiver	Projected New Capital Investment	Number of Projects
FY 1999-2000	OTI	6/8/2000	Escambia County	\$30,000.00	\$6,000.00	10	0	32222	Coated and Laminated Packaging Paper Manufacturing	No	\$ 1,911,225	1
FY 2000-2001	OTI	8/18/2000	Escambia County	\$525,000.00	\$105,000.00	175	0	7323	Credit Reporting Services*	No	\$ 750,000	1
	OTI	11/6/2000	Escambia County	\$804,000.00	\$160,800.00	201	0	3511	Industrial Mold Manufacturing	No	\$ 48,000,000	1
	OTI	3/1/2001	Escambia County	\$360,000.00	\$72,000.00	60	0	488190	Air Transportation Support Activities	No	\$ 630,000	1
FY 2001-2002	CLOSE	8/20/2001	Escambia County	\$375,000.00	NA	150	0	3511	Industrial Mold Manufacturing	No	\$ 33,000,000	1
	OTI	8/14/2001	Escambia County	\$480,000.00	\$96,000.00	150	0	3511		No	\$ 33,000,000	
FY 2002-2003	OTI	1/22/2003	Escambia County	\$1,437,000.00	\$287,400.00	479	0	7389	Business Services	No	\$ 12,700,000	1
FY 2003-2004	OTI	5/28/2004	Escambia County	\$65,000.00	\$13,000.00	13	0	551114	Corporate, Subsidiary, and Regional Managing Offices	No	\$ 300,000	1
FY 2004-2005	OTI	10/12/2004	Escambia County	\$660,000.00	\$132,000.00	220	0	56142	Telephone Call Centers	No	\$ 14,112,550	1
	CLOSE	3/18/2005	Escambia County	\$200,000.00	NA	220	0	56142		No	\$ 16,000,000	
	OTI	3/4/2005	Escambia County	\$90,000.00	\$18,000.00	15	291	327993	Fiberglass insulation products manufacturing	No	\$ -	1
	CLOSE	6/27/2005	Escambia County	\$2,000,000.00	NA	650	616	522130	Credit Unions	No	\$ 42,417,000	1
FY 2005-2006	OTI	9/27/2005	Escambia County	\$80,000.00	\$16,000.00	16	14	541613	Marketing Consulting Services	No	\$ 751,000	1
	OTI	11/21/2005	Escambia County	\$438,000.00	\$87,600.00	146	354	321991	Manufactured Buildings	No	\$ 37,000,000	1
	CLOSE	12/28/2005	Escambia County	\$367,200.00	NA	146	354	321991		No	\$ 37,000,000	
	OTI	2/15/2006	Escambia County	\$84,000.00	\$16,800.00	14	14	327	Nonmetallic Mineral Product Manufacturing	No	\$ -	1
FY 2006-2007	BFR	5/14/2007	Escambia County	\$500,000.00	\$0.00	200	0	452910	Warehouse Clubs and Supercenters	Yes	\$ 14,000,000	1
	OTI	6/20/2007	Escambia County	\$216,000.00	\$0.00	54	177	339111	Laboratory Apparatus and Furniture Manufacturing	Yes	\$ 26,000,000	1
FY 2007-2008												
FY 2008-2009	CLOSE	4/15/2009	Escambia County	\$1,000,000.00	NA	800	1,144	522130	Credit Unions	No	\$ 81,500,000	1
FY 2009-2010												
FY 2010-2011	OTI	10/28/2010	Escambia County	\$408,000.00	\$81,600.00	102	723	325211	Plastics Material and Resin Manufacturing	No	\$ 56,100,000	1
	CLOSE	11/17/2010	Escambia County	\$400,000.00	NA	102	723	325211		No	\$ 56,100,000	
	OTI	12/21/2010	Escambia County	\$120,000.00	\$24,000.00	40	76	332321	Metal Window and Door Manufacturing	No	\$ -	1

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ESCAMBIA COUNTY PARTICIPATION IN STATE INCENTIVE PROGRAMS--2000 THROUGH 2011												
FY 2011-2012	OTI	7/27/2011	Escambia County	\$600,000.00	\$120,000.00	100	0	424450	Confectionery Merchant Wholesalers	No	\$ 6,190,000	1
	OTI	11/30/2011	Escambia County	\$45,000.00	\$9,000.00	15	0	335315	Electrical Equipment Manufacturing	No	\$ 520,000	1
Total of All Projects				\$11,284,200	\$1,269,200	3,460	3,409				\$377,769,226	19
Average cost per job created				\$3,261	\$360							

Table Notes:

This table provides data regarding state incentive awards for economic development projects locating or expanding in Escambia County. *Projects which did not receive state incentives are not included in this list.* Also, while the list includes all projects approved for incentives, some of the projects shown may not have actually been implemented as anticipated and were terminated or failed to fulfill project job goals. Others may have exceeded the anticipated number of jobs. The State's incentive programs are performance based and require the company to fulfill specific performance criteria for creating jobs, paying high wages, and/or completing specified amounts of new capital investment. The company does not receive, or must repay, both State and Local incentive funding if it does not complete the required performance goals. The State Incentive Programs for which data are collected include the Quick Action Closing Fund (Close), the Qualified Target Industry Tax Refund (QTI), the Brownfield Bonus (BB), the Brownfield Redevelopment Grant (BFR), the High Impact Performance Incentive Grant (HIPI), the Innovation Incentive Fund (Innovation), and the Qualified Defense & Space Contractor Tax Refund (QDSC). Not all types of incentives were awarded for Escambia County projects during the period. Several of the State incentives programs require local financial participation in the amount of 20% of the total award. Under certain circumstances, such as the company locating in a brownfield redevelopment area, the local financial support may be waived, as is indicated in the "LFS Waived" column.

Economic Development projects may be eligible and approved for multiple incentive programs. The four projects which received more than one incentive award are indicated on the table by color coding. Jobs and new capital investment for these projects are included in the Escambia County totals only once for each project.

*This project was originally classified as SIC 7323 Credit Reporting Services, note that this SIC category was combined into NAICS 561450 Credit Bureaus. The Office of Management and Budget's North American Industry Classification System (NAICS) is a system for classifying establishments (individual business locations) by type of economic activity in Canada, Mexico, and the United States. NAICS is used by Federal statistical agencies that collect or publish data by industry. It is also widely used by State and local agencies, trade associations, private businesses, and other organizations to describe business activities by industry type. Its predecessor system was the Standard Industrial Classification (SIC) system, which is still reflected in some older project descriptions although not in current useage.

Source: Department of Economic Opportunity, Division of Strategic Business Development, Report Run Date: 3/23/2012 12:19:10 PM.



Appendix D - Contribution of Tourism and Armed Services Industry

TOURISM DEVELOPMENT TAX COLLECTIONS					
	2004-2005		2010-2011		Percent Change 2004-2005 to 2010-2011
	Amount (In \$1,000)	Percent Share of Total State Collections	Amount (In \$1,000)	Percent Share of Total State Collections	
ESCAMBIA	5,132	1.3%	5,589	1.1%	8.9%
Alachua	1,760	0.4%	3,338	0.6%	89.7%
Lake	2,056	0.5%	1,952	0.4%	-5.1%
Leon	2,905	0.7%	3,858	0.7%	32.8%
Manatee	4,381	1.1%	6,764	1.3%	54.4%
Okaloosa	7,952	2.0%	9,502	1.8%	19.5%
Osceola	32,480	8.0%	32,310	6.2%	-0.5%
St. Lucie	2,683	0.7%	2,322	0.4%	-13.5%
Florida	406,789		516,632		27.0%

Florida Statistical Abstract 2006, University of Florida.
Florida Statistical Abstract 2011, University of Florida.

TAXABLE SALES REPORTED BY TRANSIENT RENTAL FACILITIES--FY 2005 THROUGH FY 2010*					
	FY 2005	FY 2008	FY 2009	FY2010	Percent Change FY 2005-FY 2010
ESCAMBIA	\$128,311,967	\$136,216,083	\$132,542,672	\$130,257,399	1.52%
Alachua	\$58,584,056	\$75,917,950	\$65,985,970	\$65,658,413	12.08%
Lake	\$51,389,328	\$58,514,303	\$49,197,218	\$47,547,280	-7.48%
Leon	\$81,079,561	\$85,372,427	\$76,790,239	\$71,710,039	-11.56%
Manatee	\$109,532,158	\$114,705,715	\$126,965,315	\$132,572,497	21.04%
Okaloosa	\$199,300,620	\$22,186,352	\$206,807,843	\$200,776,184	0.74%
Osceola	\$620,126,216	\$607,570,744	\$551,729,145	\$496,245,954	-19.98%
St. Lucie	\$53,014,715	\$50,558,016	\$42,399,920	\$38,958,110	-26.51%
Florida	\$10,227,830,971	\$11,640,653,151	\$10,284,278,290	\$10,041,925,899	-1.82%
Statewide Percent Change from Prior Year	11.8%	4.2%	-11.7%	-2.4%	

*These data are based on the State of Florida fiscal year which runs from July through June of the following year.
 2011 Local Government Financial Information Handbook, October 2011, page 238, Florida Legislature, Office of Economic and Demographic Research, On-line publications, edr.state.fl.us.



LOCAL OPTION TOURIST TAX LEVIES WITH REALIZED AND UNREALIZED TAX REVENUES						
Tourist Development and Tourist Impact Tax Levies						
	Maximum Potential Tax Rate	2011 Tax Rate Levied	Countywide Realized Tax Revenues for FY 2011	Un-Utilized Authorized Tax Rate	Countywide Unrealized Tax Revenues for FY 2011	
ESCAMBIA	5%	4%	\$ 5,588,528	1%	\$1,397,132	
Alachua	5%	5%	\$ 3,338,234		\$0	
Lake	5%	4%	\$ 1,951,500	1%	\$487,875	
Leon	5%	5%	\$ 3,858,490		\$0	
Manatee	5%	5%	\$ 6,764,034		\$0	
Okaloosa	5%	5%	\$ 9,501,884		\$0	
Osceola	6%	6%	\$ 32,309,560		\$0	
St. Lucie	5%	5%	\$ 2,321,975		\$0	

2011 Local Government Financial Information Handbook, October 2011, page 242-243, Florida Legislature, Office of Economic and Demographic Research, On-line at: edr.state.fl.us.

Tax Receipts by Tax by County: SFY 1987-2011, Local Option Tourist Development Taxes, Florida Legislature, Office of Economic and Demographic Research, On-line publications.

LOCAL OPTION TOURIST DEVELOPMENT TAX COLLECTIONS--STATE FISCAL YEARS ENDED JUNE 30, 2005 THROUGH 2011							
	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
ESCAMBIA	\$ 5,132,479	\$ 4,523,809	\$ 4,760,098	\$ 5,448,643	\$ 5,301,707	\$ 5,457,305	\$ 5,588,528
Alachua	\$ 1,760,179	\$ 2,015,874	\$ 2,261,458	\$ 2,073,635	\$ 1,800,262	\$ 2,133,368	\$ 3,338,234
Lake	\$ 2,055,573	\$ 2,285,587	\$ 1,956,232	\$ 2,340,572	\$ 1,967,889	\$ 1,901,891	\$ 1,951,500
Leon	\$ 2,905,081	\$ 3,368,370	\$ 3,478,717	\$ 3,414,897	\$ 3,135,345	\$ 3,585,502	\$ 3,858,490
Manatee	\$ 4,381,286	\$ 4,760,435	\$ 5,015,264	\$ 5,142,405	\$ 4,970,581	\$ 6,348,266	\$ 6,764,034
Okaloosa	\$ 7,972,025	\$ 7,364,642	\$ 8,235,823	\$ 9,797,490	\$ 10,340,392	\$ 10,038,809	\$ 9,501,884
Osceola	\$ 32,479,855	\$ 33,006,865	\$ 33,220,921	\$ 36,454,246	\$ 29,706,219	\$ 29,774,757	\$ 32,309,560
St. Lucie	\$ 2,683,096	\$ 2,817,739	\$ 2,540,797	\$ 2,527,901	\$ 1,971,101	\$ 1,947,905	\$ 2,321,975
Florida	\$ 404,479,455	\$ 436,326,122	\$ 488,970,607	\$ 523,653,687	\$ 458,672,155	\$ 466,703,018	\$ 516,396,085
Change Statewide	15.8%	7.9%	12.1%	7.1%	-12.4%	1.8%	10.6%

Table Notes:

- 1) Data reflect local government tax receipts reported for the State of Florida fiscal year of July through June, not the local government fiscal year.
- 2) Tax receipts are reported as countywide totals and, in some counties, reflect the sum total of multiple local option tourist development tax levies.
- 3) Many counties self-administer these taxes. In those cases, tax receipts have been reported by the counties' Tax Collector.

Primary Data Source: Florida Department of Revenue, Office of Tax Research, Validated Tax Receipts, Form 3.

Tax Receipts by Tax by County: SFY 1987-2011, Local Option Tourist Development Taxes, Florida Legislature, Office of Economic and Demographic Research, On-line publications, (<http://edr.state.fl.us/Content/local-government/data/data-a-to-z/g-l.cfm>).



TOURISM AND RECREATION RELATED BUSINESS RECEIPTS OR SALES--2002 AND 2007										
	2002				2007			Change in AE&R Receipts 2002-2007	Rank in Change in AE&R Receipts 2002-2007	
	Arts, Entertainment & Recreation Receipts				Arts, Entertainment & Recreation Receipts					
	Amount (\$1,000)	(In	Percent Share of Total Receipts Statewide	Rank Among the Eight Comparable Counties	Amount (In \$1,000)	Percent Share of Total Receipts Statewide	Rank Among the Eight Comparable Counties			
ESCAMBIA	55,391		0.49%	4	70,159		0.46%	4	26.7%	5
Alachua	D		NA	NA	D		NA	NA	NA	NA
Lake	D		NA	NA	48,651		0.32%	7	NA	NA
Leon	66,552		0.59%	2	129,228		0.84%	2	94.2%	1
Manatee	61,250		0.54%	3	102,120		0.66%	3	66.7%	3
Okaloosa	50,950		0.45%	5	51,048		0.33%	6	3.0%	6
Osceola	436,757		3.86%	1	644,493		4.19%	1	47.6%	4
St. Lucie	36,465		0.32%	6	68,143		0.44%	5	86.9%	2
Florida	11,319,842		100%		15,380,980		100%		35.9%	
	2002				2007			Change in A&FS Receipts	Rank in Change in A&FS Receipts	
	Accommodation & Food Service Sales				Accommodation & Food Service Sales					
	Amount (\$1,000)	(In	Percent Share of Total Sales	Rank Among the Eight Comparable	Amount (In \$1,000)	Percent Share of Total Sales	Rank Among the Eight Comparable			
ESCAMBIA	392,107		1.34%	3	493,882		1.18%	4	26.0%	8
Alachua	326,772		1.12%	5	493,980		1.18%	3	35.1%	7
Lake	240,784		0.82%	7	436,028		1.04%	7	81.1%	1
Leon	393,582		1.34%	2	551,621		1.32%	2	40.2%	4
Manatee	297,414		1.02%	6	443,809		1.06%	6	49.2%	3
Okaloosa	357,413		1.22%	4	491,894		1.17%	5	37.6%	5
Osceola	654,999		2.24%	1	890,451		2.12%	1	35.9%	6
St. Lucie	170,144		0.58%	8	268,322		0.64%	8	57.7%	2
Florida	29,266,940		100%		41,922,059		100%		43.2%	

Table Notes:

D --Data withheld to avoid disclosure of information about individual firms.

2007 is the latest year available. These data are collected by the U.S. Bureau of the Census as part of its Economic Census series, surveys for which are done in years ending in 7 and 2.

Florida Statistical Abstract 2011, University of Florida.



TOURISM AND RECREATION RELATED BUSINESS ACTIVITY						
2005						
	ACCOMMODATION			AMUSEMENTS, GAMBLING, AND RECREATION		
	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)
ESCAMBIA	67	1,114	1,480	65	794	1,085
Alachua	80	1,182	1,509	43	866	868
Lake	D	D	D	53	742	928
Leon	68	1,381	1,613	39	841	835
Manatee	D	D	D	75	2,114	4,808
Okaloosa	59	1,192	1,794	72	949	1,117
Osceola	131	5,320	11,642	49	699	969
St. Lucie	34	651	845	43	496	725
Florida	4,122	156,873	320,460	4,653	134,831	273,124
2010						
	ACCOMMODATION			AMUSEMENTS, GAMBLING, AND RECREATION		
	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)
ESCAMBIA	73	1,412	1,871	73	976	1,246
Alachua	83	1,086	1,543	52	941	1,005
Lake	55	794	1,189	66	774	1,000
Leon	81	1,421	1,982	46	787	912
Manatee	72	815	1,486	119	2,175	3,573
Okaloosa	51	852	1,274	82	1,025	1,362
Osceola	136	4,654	10,599	D	D	D
St. Lucie	33	681	963	56	966	1,674
Florida	4,470	151,553	328,672	5,076	143,991	306,300

The Amusement, Gambling, and Recreation industries subsector is part of the Arts, Entertainment, and Recreation sector. Industries in the Amusement, Gambling, and Recreation Industries subsector (1) operate facilities where patrons can primarily engage in sports, recreation, amusement, or gambling activities and/or (2) provide other amusement and recreation services, such as supplying and servicing amusement devices in places of business operated by others; operating sports teams, clubs, or leagues engaged in playing games for recreational purposes; and guiding tours without using transportation equipment. The amusement, gambling, and recreation industries subsector consists of these industry groups: Amusement Parks and Arcades (NAICS 7131); Gambling Industries (NAICS 7132); and Other Amusement and Recreation Industries (NAICS 7139).

The Accommodation industry is part of Sector 72 - Accommodation and Food Services. Industries in the Accommodation subsector provide lodging or short-term accommodations for travelers, vacationers, and others. There is a wide range of establishments in these industries. Some provide lodging only; while others provide meals, laundry services, and recreational facilities, as well as lodging. Lodging establishments are classified in this subsector even if the provision of complementary services generates more revenue. The types of complementary services provided vary from establishment to establishment. The Accommodation subsector consists of these industry groups: Traveler Accommodation (NAICS 7211), including Hotels and Motels (except Casino Hotels), Casino Hotels, and Other Traveler Accommodation; RV (Recreational Vehicle) Parks and Recreational Camps (NAICS 7212); and Rooming and Boarding Houses (NAICS 7213).

Florida Statistical Abstract 2006, University of Florida, pages 650-651.
Florida Statistical Abstract 2011, University of Florida, pages 613 and 615.



TOURISM AND RECREATION RELATED BUSINESS ACTIVITY							
	2005				2010		
	FOOD SERVICES AND DRINKING PLACES						
	Number of Reporting Units	Number of Employees	Total Payroll (\$1,000)	(In	Number of Reporting Units	Number of Employees	Total Payroll (In \$1,000)
ESCAMBIA	461	10,489	11,616		566	10,542	12,694
Alachua	418	10,442	9,872		486	9,931	817,496
Lake	328	6,034	6,451		430	7,035	8,686
Leon	482	11,597	11,017		543	12,024	12,475
Manatee	464	8,708	10,191		583	9,283	12,588
Okaloosa	440	9,913	11,875		513	9,567	12,683
Osceola	379	8,439	11,240		473	8,614	11,545
St. Lucie	282	4,575	5,198		347	5,021	6,098
Florida	29,984	559,404	687,850		35,166	585,062	817,496

Florida Statistical Abstract 2006, University of Florida, pages 650-651.
Florida Statistical Abstract 2011, University of Florida, page 614

EMPLOYMENT GENERATED BY NATURE-BASED RECREATION --2008		
	Full- and Part-Time Jobs	Rank Among the Eight Comparable Counties
ESCAMBIA	324	4
Alachua	66	8
Lake	299	5
Leon	172	7
Manatee	1,229	1
Okaloosa	295	6
Osceola	394	3
St. Lucie	494	2
Florida	37,383	

In this study Nature-Based industries included Hunting and Trapping, Golf Courses, and Recreational Fishing.

Economic Contributions of Agriculture, Natural Resources and Related Industries in Florida Counties, University of Florida, IFAS Food & Resource Economics Department, October 20, 2010.



MILITARY PERSONNEL NAS PENSACOLA											
2005		2006		2007		2008		2009		2010	
Total Personnel	Percent of County Population	Total Personnel	Percent of County Population	Total Personnel	Percent of County Population	Total Personnel	Percent of County Population	Total Personnel	Percent of County Population	Total Personnel	Percent of County Population
18,677	6.17%	21,140	6.92%	22,207	7.34%	21,711	7.17%	22,456	7.56%	22,991	7.72%

DEFENSE CONTRACTS BY COUNTY--2000-2009									
	Number of Defense Contractors	Rank by Number of Contractors	Number of Defense Contracts Awarded	Rank in Number of Contracts Awarded	Dollar Value of Defense Contracts Awarded	Rank Among All Counties in Value of Contracts	Value of Defense Contracts Per Capita	Average Value of Contracts Awarded Per Contractor	
ESCAMBIA	524	9	8,960	8	\$1,850,954,615	11	\$6,194	\$3,532,356	
Alachua	149	17	1,684	16	475,703,880	17	\$1,933	\$3,192,643	
Lake	69	27	475	29	\$33,770,771	34	\$115	\$489,431	
Leon	151	16	1,326	20	\$419,761,633	18	\$1,531	\$2,779,878	
Manatee	117	22	3,821	13	\$567,953,971	15	\$1,769	\$4,854,307	
Okaloosa	449	10	5,796	10	\$6,681,597,616	4	\$36,858	\$14,881,064	
Osceola	50	29	345	31	\$32,568,011	36	\$123	\$651,360	
St. Lucie	32	33	119	41	\$25,609,896	37	\$93	\$800,309	
Total All Counties	10,448		163,482		\$95,341,169,060		\$5,102		
NOTE: Rankings are among all 67 Florida counties.									
Source: <i>Florida Defense Industry Economic Impact Analysis</i> , Final Report, Haas Center for Business Research and Economic Development, University of West Florida, January 2011. Data contained in Appendix 3: Defense Spending by Region and County 2000-2009, page 68. (Original data source is Governmentcontractswn.com)									



Appendix E - Quality of Life Indicators

GENERAL GOVERNMENT SERVICES

PURPOSE: To provide fiscal responsibility in the support and facilitation of the delivery of public service

DESIRED RESULTS

- Reasonable cost for public services
- Reasonable debt
- Citizen needs met

INDICATORS

- General government expenditures per capita
 - administrative
 - staff
 - other
- Bond ratings
- Outstanding debt per capita
- Debt expenditures
- Cost of government operating facilities
- Number of government employees by type
- Median property tax burden
- Percent of residents that are registered voters*
- Voter turnout rate*
- Citizen feedback*

PUBLIC SAFETY

PURPOSE: To provide a safe and secure community through coordinated, efficient, effective, and professional public safety service

DESIRED RESULTS

- Low crime rates
- Quality enforcement
- Rapid response
- Reasonable cost
- Reduced suffering
- Lives saved

INDICATORS

- Crime per capita per 100,000*
 - total
 - violent
 - non-violent
- Number of child abuse reports per 100,000 children (under 18)*
- Number of domestic violence offenses per 100,000 female capita*
- Number of arrests by category
- Percent of cases cleared
- Percent of arrests surviving judicial screening
- Average police call response time to emergency calls*
- Average fire call response time*
- Expenditures for law enforcement per capita
- Expenditures for public safety per capita

PHYSICAL ENVIRONMENT

PURPOSE: To provide a safe, clean, and economic living environment for the citizens of the regions and for future generations

DESIRED RESULTS

- Quality of natural Resources - air, water
- Resource efficiency
- Reasonable cost of environment
- Reasonable cost of utilities
- Preservation of natural/historical lands



INDICATORS

- Days the air quality index is good*
- Streams meeting dissolved oxygen standards*
- Streams meeting bacteria standards*
- Tons per person of solid waste recycled*
- Median cost per month per capita for electric, gas, water, garbage, sewage*
- Government physical environment expenditures per capita
- Number of acres of preserved land per capita

TRANSPORTATION

PURPOSE: To provide a seamless and accessible transportation system that enhances mobility and expedites commerce and travel

DESIRED RESULTS

- Travel safety
- Extent of public transportation usage
- Quality public transportation
- Accessibility
- Reasonable transportation costs
- Transportation efficiency

INDICATORS

- Traffic accidents per capita per 1,000 residents*
- Deaths from motor vehicle accidents per capita
- Number of modes by type
- Annual bus, rail, metro boarding per capita*
- Average commute time - in town/rural
- Percent of buses, metros, trolleys on time
- Number of bus, rail, trolley service miles provided per year per capita*
- Hours of transportation provided - bus, rail, trolley
- Number of direct connections to local airports
- Incoming/outgoing flights per 1,000 residents
- Annual cost per paved lane mile
- Transportation expenditure cost per capita

ECONOMIC ENVIRONMENT

PURPOSE: To improve the quality of life of the regions' citizens and businesses through improved economic status and opportunities

DESIRED RESULTS

- Strength of economy
- Wealth of citizens
- Housing affordability
- Job availability
- Efficient building

INDICATORS

- Median income
- Per capita income*
- Unemployment rate*
- Percent of population receiving housing assistance
- % workers living outside city/county



- % increase in jobs
- Jobs created per dollar invested by Economic development program
- Number of tourism visitors per Florida visitor*
- Dollars spent on new construction
- Homeless individuals per 1,000 residents
- Environment expenditures per capita

HUMAN SERVICES

PURPOSE: To improve the quality of life through increased access to health care, housing, and social services

DESIRED RESULTS

- Prevention of diseases
- Promote individual health
- Low teen birth rate
- Sufficient health labor force
- Responsible cash management
- Quality health care
- Health care accessibility

INDICATORS

- Number of cases of vaccine preventable diseases per 100,000
- Infant mortality rate per 1,000 infants*
- Obesity rate per 1,000 residents
- Communicable disease per 100,000 residents - by type*
- Number of licensed physicians per 1,000 residents
- Percent of residents without health insurance*
- Number of public health facilities - by type
- Human service expenditures per capita - by type
- Teen birth rate per 1,000 Teens (ages 10-18)
- Percent of unsatisfactory inspections of group care facilities - by type
- Hospital quality score

CULTURE AND RECREATION

PURPOSE: To develop and preserve outstanding cultural and recreational experiences and opportunities for residents and visitors

DESIRED RESULTS

- Extent of cultural and recreational Preservation and opportunities
- Citizen engagement

INDICATORS

- Park acres per 1,000 residents*
- Number of events and performances open to the public each year*
- Museum attendance per 1,000 residents*
- Library circulation per capita*
- Cost per circulation - by media type
- Culture and recreation expenditures by type (Library, park, other) per capita

*A Jacksonville Community Council, Inc. (JCCI) Quality of Life Indicator





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 ◆

AI-2784

Clerk & Comptroller's Report 14. 1. 6.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Minutes and Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held June 7, 2012; and

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 14, 2012.

Attachments

CR I-6

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JUNE 14, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 11:46 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Marie K. Young, District 3
Commissioner Kevin W. White, District 5
Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Lisa N. Bernau, Chief Deputy Clerk
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

AGENDA NUMBER

1. Call To Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:06 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on June 9, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 11–June 15, 2012, Legal No. 1566684.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Discussion of Potential Referendum Questions

A. Board Discussion – The C/W discussed Potential Referendum Questions, and the C/W:

- (1) Heard the request from Commissioner Valentino that, in an effort to obtain "an understanding of what the public wants government to focus on, or not," the following Yes/No, nonbinding referendum questions be considered for placement on the November (*General Election*) ballot:
 - (a) Do you support Escambia County taking steps to abolish the Santa Rosa Island Authority and make Escambia County responsible for direct governance of Pensacola Beach?;
 - (b) Do you support Escambia County studying whether the Emerald Coast Utilities Authority (ECAU) could be brought under the Escambia County Board of County Commissioners as a department of the County?;
 - (c) Do you support Escambia County pursuing efforts to study combining Escambia County and City of Pensacola fire services into a single fire service?;
 - (d) Do you support Escambia County pursuing efforts to study combining Escambia County Sheriff's Department and the Pensacola Police Department into a single law enforcement agency?; and
 - (e) Do you support Escambia County studying the creation of an economic development agency?; and
- (2) Heard a motion from Commissioner Valentino to move forward with placing the referendum questions on the November (*General Election*) ballot (*the motion died for lack of a second; therefore, Commissioner Valentino withdrew his motion*); and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Internal Audit Report Pensacola Bay Area Chamber of Commerce
 - A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Assistance in Evaluation of the Cost-Effectiveness of County Funds Provided to the Pensacola Bay Area Chamber of Commerce for Economic Development*, presented by Kaye Kendrick, CPA, Kaye Kendrick Enterprises, LLC; and
 - B. Board Direction – None.
5. Pensacola Bay Area Chamber of Commerce Annual Presentation
 - A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in heard copy, entitled *Greater Pensacola Chamber*, presented by James "Jim" Hizer, President/CEO, Scott Luth, Senior Vice President of Economic Development, and Terry Scruggs, Interim Vice President of Tourism, Pensacola Bay Area Chamber of Commerce; and
 - B. Board Direction – None.
6. Synopsis of Escambia County Mosquito Control
 - A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Synopsis of Escambia County Mosquito Control*, presented by Bob Betts, Division Manager, Mosquito Control Division, Community & Environment Department; and
 - B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Fiscal Year 2012/2013 Budget Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County*, presented by County Administrator Oliver, and the C/W:

(1) Was advised by County Administrator Oliver that:

(a) A letter has been sent to the Escambia County Health Facilities Authority (Authority) requesting funds, in the amount of \$430,000 (*actual amount is \$431,880*), for Escambia Community Clinics; and

(b) The projected deficit for the Fiscal Year 2012/2013 Budget is \$264,855, and staff recommends that the Board consider one of the following two options:

1) Reduce the estimated reserve for the Santa Rosa Island land tax litigation, unless the Authority contributes funding for the Escambia Community Clinics; or

2) Eliminate four filled positions, unless the Authority contributes funding for the Escambia Community Clinics;

(2) Was advised by Commissioner Robertson that it is the consensus of the Board to direct the County Administrator to send another letter to the Authority requesting full or half [*\$265,000*] of the funding for Escambia Community Clinics; and

(3) Was further advised by County Administrator Oliver that in order to reduce the anticipated loss, by approximately \$75,000, in the Building Inspections Fund, staff recommends the elimination of a vacant Senior Office Support Assistant position and the transfer of one employee to a vacant Accounting Assistant position at the Perdido Landfill; and

B. Board Direction – None.

8. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 11:46 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2595

Growth Management Report 14. 1.

BCC Regular Meeting

Meeting Date: 06/28/2012

Issue: Review of the Rezoning Cases heard by the Planning Board on May 14, 2012

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on May 14, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 14, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Cases Z-2012-08, Z-2012-09 and Z-2012-11 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.: Z-2012-08
Address: 200 Becks Lake Rd
Property Reference No.: 11-1N-31-1000-002-001
Property Size: 188-61(+/-) acres
From: VAG-1, Village
To: ID-1, Light Industrial District(cumulative)applicant changed request from ID-2 to ID-1
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Wiley C "Buddy" Page, Agent for Figure 8(Florida) LLC, owners
Planning Board Recommendation: Approval of new request to ID-1
Speakers: Wiley C "Buddy" Page, Agent

2. Case No.: Z-2012-09
Address: 2006 Border St
Property Reference No.: 16-2S-30-2300-001-023
Property Size: 2.23 (+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative)
High Density &
ID-1, Light Industrial District (cumulative) (no residential uses
allowed)
To: ID-2, General Industrial District (noncumulative)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Rick Evans of Evans
Contracting, Inc.
Planning Board Recommendation: Denial
Speakers: Wiley C. "Buddy" Page, Agent
Ronald Stewart

3. Case No.:

Z-2012-11

Address: 11 Eden Ln
Property Reference No: 02-1N-31-3402-000-009
Property Size: 9.55 (+/-) acres
From: V-4, Villages Multifamily Residential District
To: VR-2, Villages Rural Residential District
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 5
Requested by: Carol Simpson, Agent for John Huelsbeck, Mary J. Moye and
Linda Aligood, Owners
Planning Board Recommendation: Approval
Speakers: Carol Simpson, Agent
Edna Frances Lee

BACKGROUND:

The above cases were owner initiated and heard at the May 14, 2012, Planning Board meeting. In regards to rezoning case Z-2012-08 the applicant initially requested ID-2 and after discussions with the Planning Board, the applicant verbally changed his request to ID-1. Staff was instructed to revise the findings. See page 11 of the transcripts.

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:

No budgetary impacts anticipated as a result of this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2012-08

Z-2012-09

Z-2012-11

Z-2012-08

1

1 IN AND FOR ESCAMBIA COUNTY, FLORIDA
 2 ESCAMBIA COUNTY PLANNING BOARD
 3
 4
 5
 6
 7 Quasi-judicial proceedings held before the
 8 Escambia County Planning Board on Monday, May 14, 2012, at
 9 the Escambia County Central Office Complex, 3363 West Park
 10 Place, First Floor, Pensacola, Florida, commencing at 8:30
 11 a.m.
 12
 13 APPEARANCES
 14 PLANNING BOARD:
 15 WAYNE BRISKE, CHAIRMAN
 16 TIM TATE, VICE CHAIRMAN
 17 DOROTHY DAVIS
 18 DAVID WOODWARD
 19 R. VAN GOODLOE
 20 KAREN SINDEL
 21 ALVIN WINGATE
 22 BRUCE STITT
 23 PATTY HIGHTOWER, SCHOOL BOARD MEMBER
 24 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY
 25 DEVELOPMENT SERVICES BUREAU:
 T. LLOYD KERR, AICP, BUREAU CHIEF
 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 DREW HOLMER, SENIOR URBAN PLANNER, PLANNING & ZONING
 ALLYSON CAIN, URBAN PLANNER II, DEVELOPMENTAL SERVICES
 DENISE HALSTEAD, BOARD CLERK
 GENERAL PUBLIC
 REPORTED BY: JAMES M. TAYLOR, COURT REPORTER
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. BRISKE: This is the Planning Board for May
 2 14th, rezoning hearing. Before we get started, I
 3 would like for Mr. Wingate to lead us in an
 4 Invocation and Pledge of Allegiance. Please, stand.
 5 (Invocation and Pledge of Allegiance.)
 6 MR. BRISKE: Good morning, ladies and
 7 gentlemen. I hereby call the Planning Board meeting
 8 for May 14th and the rezoning hearing to order. At
 9 this time we have six voting members so we do have a
 10 quorum. I understand Ms. Sindel is going to be
 11 joining us so we will have a full board once she
 12 arrives.
 13 Staff members, do we have proof of publication?
 14 MS. HALSTEAD: Yes, sir, we do. The ad was run
 15 on April 27th in the Pensacola News Journal.
 16 MR. BRISKE: And does that publication meet all
 17 of the legal requirements?
 18 MS. HALSTEAD: Yes, sir.
 19 MR. BRISKE: The Chair will entertain a motion
 20 to waive the reading of the legal.
 21 MS. DAVIS: So moved.
 22 MR. WINGATE: Second.
 23 MR. BRISKE: Motion and a second. All those in
 24 favor, say aye.
 25 (Board members vote.)
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1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: Motion carries.
 4 And at this hearing, the Planning Board is
 5 acting under its authority to hear and make
 6 recommendations to the Board of County Commissioners
 7 on rezoning applications. These hearings are
 8 quasi-judicial in nature. Quasi-judicial hearings
 9 are like evidentiary hearings in a court of law;
 10 however, they are less formal. All testimony will
 11 be given under oath, and anyone testifying before
 12 the Planning Board may be subject to
 13 cross-examination.
 14 All documents and exhibits that the Planning
 15 Board considers will be entered into evidence and
 16 made part of the record.
 17 Opinion testimony will be limited to experts,
 18 and closing arguments will be limited to the
 19 evidence in the record.
 20 Before making a decision, the Planning Board
 21 will consider the relevant testimony, the exhibits
 22 entered into evidence and the applicable law.
 23 Each individual that requests to speak and
 24 address the Planning Board must fill out a request
 25 to speak form. And they're located at the back of
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1 the chambers. You will not be allowed to speak
 2 unless we have a record of your name and address on
 3 a completed form. Please also note that only those
 4 individuals who are here today and give testimony on
 08:36AM 5 the record before the Planning Board will be allowed
 6 to speak at the subsequent hearing before the Board
 7 of County Commissioners. No new evidence can be
 8 presented to the Board of County Commissioners,
 9 therefore, all testimony and evidence must be
 08:37AM 10 presented today.
 11 The Planning Board will provide a
 12 recommendation for each rezoning request to the
 13 Board of County Commissioners, which will review the
 14 testimony, documents and exhibits, consider all the
 08:37AM 15 closing arguments and make a final decision. All
 16 decisions by the Board of County Commissioners are
 17 final. Anyone who wishes to seek judiciary review
 18 of the decision of the Board of County Commissioners
 19 must do so in a court of competent jurisdiction
 08:37AM 20 within 30 days of either the Board approves or
 21 rejects the recommended order of the Planning Board.
 22 All written or oral communications outside of
 23 the hearing with members of the Planning Board
 24 regarding matters under consideration today are
 08:37AM 25 considered ex parte communications. Ex parte
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1 communications are presumed prejudicial under
 2 Florida law and must be disclosed as provided in the
 3 Board of County Commissioner's Resolution 96-13.
 4 As each case is heard, the Chair will ask that
 08:38AM 5 any Board members who have been involved in any
 6 ex parte communication please identify themselves
 7 and describe the communication.
 8 As a required part of Section 2.08.02.D of the
 9 Escambia County Land Development Code, the Planning
 08:38AM 10 Board's recommendation to the Board of County
 11 Commissioners shall include consideration of the
 12 following six criteria.
 13 A: Consistency with the Comprehensive Plan.
 14 Whether the proposed amendment is consistent with
 08:38AM 15 the Comprehensive Plan.
 16 B: Consistency with the code. Whether the
 17 proposed amendment is in conflict with any portion
 18 of the Land Development Code and is consistent with
 19 the stated purpose and intent of the Land
 08:38AM 20 Development Code.
 21 C: Compatibility with surrounding uses.
 22 Whether and to the extent to which the proposed
 23 amendment is compatible with the existing and
 24 proposed uses in the area of the subject property or
 08:39AM 25 properties.
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1 D: Changed conditions. Whether and to the
 2 extent to which there are any changed conditions
 3 that impact the amended property.
 4 E: Effect on the natural environment. Whether
 08:39AM 5 and to the extent to which the proposed amendment
 6 would result in significant adverse impact to the
 7 natural environment.
 8 And F, development patterns. Whether and to
 9 the extent to which the proposed amendment would
 08:39AM 10 result in logical and orderly development pattern.
 11 At the beginning of each case, as long as there
 12 are no objections from the applicant, we will allow
 13 the staff to briefly present pictures and zoning
 14 maps for the property.
 08:39AM 15 Next, we will hear from the applicant and any
 16 witnesses that they may wish to call. Then we will
 17 hear from the staff and any witnesses that they may
 18 wish to call.
 19 Finally, we will hear from members of the
 08:40AM 20 public who have filed a speaker request form.
 21 At this time I will ask our court reporter to
 22 swear in the staff members that are going to be
 23 testifying today.
 24 (County Staff sworn.)
 08:48AM 25 MR. BRISKE: The Board has previously qualified
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1 these individuals to offer expert testimony in the
 2 area of land use and planning. Do any Board members
 3 have questions regarding the qualifications of these
 4 employees or their ability to offer expert
 5 testimony?
 6 Hearing none, we will accept the employees as
 7 experts in the area of land use and planning.
 8 The rezoning hearing package for May 14, 2012
 9 with the Staff's Findings-of-Fact has previously
 10 been provided to the Board members. The Chair will
 11 entertain a motion to accept that rezoning hearing
 12 package with the Staff's Findings-of-Fact and the
 13 legal advertisement into evidence.
 14 MR. GOODLOE: So moved.
 15 MR. WOODWARD: Second.
 16 MR. BRISKE: A motion and a second. All those
 17 in favor, say aye.
 18 (Board members vote.)
 19 MR. BRISKE: Opposed?
 08:35AM 20 (None.)
 21 MR. BRISKE: The motion carries.
 22 The rezoning hearing package with the Staff's
 23 Findings-of-Facts and the legal advertisement will
 24 be marked and included in the record as Composite
 08:55AM 25 Exhibit A for today's case.
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1 (Composite Exhibit A, Staff's Findings and
 2 Legal Advertisement, was identified, hereto
 3 attached.)
 4 MR. BRISKE: We do have four cases to be heard
 08:49AM 5 today. And we've got a little bit – on one of the
 6 cases we're going to have to probably pause the
 7 rezoning hearing so that we can address an
 8 interpretation and a small scale amendment on
 9 another – in the actual Planning Board meeting
 08:49AM 10 itself. So what we'll do in that case, out of
 11 courtesy to the other applicants, we will take the
 12 other three cases that we have first in the rezoning
 13 hearing, allow those people to get done and they'll
 14 leave and then we'll move Case Z-2012-10 to the end
 08:49AM 15 of the agenda. We will then pause the rezoning
 16 hearing. Temporarily go into the Planning Board
 17 meeting and make the interpretation and look at the
 18 small scale amendment before coming back to address
 19 the rezoning. And that's going to be, I think, the
 08:50AM 20 best way we can handle this.
 21
 22 *****
 23
 24
 25
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1 **CASE: Z-2012-08**
 2
 3 APPLICANT: Wiley C. "Buddy" Page, Agent for Figure 8
 4 Florida, LLC.
 5 ADDRESS: 200 Becks Lake Rd
 6 PROPERTY REFERENCE NO.: 11-1N-31-1000-002-001
 7 FUTURE LAND USE: MU-U, Mixed-Use Urban
 8 COMMISSIONER DISTRICT: 5
 9 OVERLAY AREA: NA
 10 SUBMISSION DATA: REQUESTED REZONING:
 11 FROM: VAG-1, Village Agricultural District (5 du per 100
 12 acres on one-acre parcels)
 13 TO: ID-2, General Industrial (noncumulative)
 14
 15
 08:50AM 16 MR. BRISKE: With that today, the first
 17 rezoning application for consideration is Case
 18 Z-2012-08, which requests the rezoning of the
 19 property from VAG-1, Villages Agricultural District,
 20 to ID-2, General Industrial (noncumulative).
 08:50AM 21 Members of the Board, I will ask if there has
 22 been any ex parte communication between you, the
 23 Applicant, the Applicant's agents, attorneys or
 24 witnesses with any fellow Planning Board members or
 08:56AM 25 anyone from the general public prior to this
 hearing. I'll also ask that you disclose whether
 you have visited the subject property, and also
 disclose if you are a relative, a business associate
 of the Applicant or the Applicant's agent.
 And we'll start down there. Mr. Stitt, thank
 you for bringing in the orange juice and items for
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1 the Board this morning. We appreciate that.
 2 MR. STITT: No problem.
 3 MR. BRISKE: Ex parte communications, sir.
 4 MR. STITT: None to all the above.
 08:51AM 5 MS. HIGHTOWER: None to all the above.
 6 MR. BRISKE: Mr. Goodloe.
 7 MR. GOODLOE: No to all.
 8 MR. WOODWARD: No to all.
 9 MR. BRISKE: The Chairman, no to all.
 08:51AM 10 MR. TATE: No communication. However, I am
 11 familiar with the location and have seen the site.
 12 MS. DAVIS: No to all of the above.
 13 MR. WINGATE: No communication. I am familiar
 14 with the site.
 08:51AM 15 MR. BRISKE: Okay. Thank you. Staff, was
 16 notice of the hearing sent to all interested
 17 parties?
 18 MS. HALSTEAD: Yes, sir, it was.
 19 MR. BRISKE: Thank you. And was that notice
 08:51AM 20 also posted on the subject property?
 21 MS. HALSTEAD: Yes, sir.
 22 MR. BRISKE: If there are no objections at this
 23 point, we'll have the staff present the maps and the
 24 photographs, please.
 08:51AM 25 MS. CAIN: This is Z-2012-08. This is the
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1 location map and the wetlands map showing the
 2 subject parcel. This is the aerial view. This is
 3 the Future Land Use showing the Mixed Use Urban.
 4 This is the existing land use showing the
 08:52AM 5 surrounding uses and also the property. This is the
 6 zoning 500 foot radius map, VAG-1. And this is our
 7 public notice sign.
 8 This is looking north on the parcel. This is
 9 looking east on the subject parcel. And this is
 10 looking southwest from the subject parcel. This is
 11 looking west. This is our 500 foot radius map from
 12 Chris Jones, Property Appraiser. And this is our
 13 mailing list of 500 feet that we sent out. That's
 14 all on the maps.
 08:52AM 15 MR. BRISKE: Board members, are there any
 16 questions of the maps or the photographs? All
 17 right. Thank you.
 18 Mr. Page, I understand you're the
 19 representative. Please come forward and be sworn
 08:53AM 20 in, sir.
 21 (WHEREUPON, Mr. Page was sworn).
 22 MR. BRISKE: Good morning, Mr. Page. Please
 23 state your name and address for the record.
 24 MR. PAGE: Thank you, Mr. Chairman. Buddy
 08:53AM 25 Page, 5337 Hamilton Lane in Pace, Florida.
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1 MR. BRISKE: Good morning, Mr. Page. Have you
 2 received a copy of the rezoning hearing package with
 3 the Staff's Findings-of-Fact?
 4 MR. PAGE: Mr. Chairman, I have.
 08:53AM 5 MR. BRISKE: Thank you, sir. Do you understand
 6 that you have the burden of providing substantial
 7 competent evidence that the proposed rezoning is
 8 consistent with the Comprehensive Plan, furthers the
 9 goals, objectives and policies of the Comprehensive
 08:53AM 10 Plan and is not in conflict with any portion of the
 11 County's Land Development Code?
 12 MR. PAGE: Yes, sir.
 13 MR. BRISKE: Thank you, sir. You may proceed.
 14 MR. PAGE: Mr. Chairman, I would ask the
 08:53AM 15 Board's consideration to proffer my testimony as
 16 that of an expert, please.
 17 MR. BRISKE: Okay. Members of the Board, I
 18 believe most of you have been here when Mr. Page has
 19 entered his qualifications in the past to be an
 08:54AM 20 expert in this area of land use and planning. The
 21 Chair will entertain a motion or ask for questions.
 22 MR. TATE: Move to accept.
 23 MR. GOODLOE: Second.
 24 MR. BRISKE: Any discussion? All those in
 08:55AM 25 favor, say aye.
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1 (Board members vote.)
 2 MR. BRISKE: Anyone opposed?
 3 (None.)
 4 MR. BRISKE: Motion carries. Okay.
 08:54AM 5 MR. PAGE: Thank you, Mr. Chairman.
 6 MR. BRISKE: Mr. Page, before you get started,
 7 since you are at the beginning of the presentation
 8 and Ms. Sindel has just joined us, I'm going to get
 9 her on the record as part of the hearing.
 08:54AM 10 Good morning, Ms. Sindel.
 11 MS. SINDEL: Good morning. I'm sorry for my
 12 tardiness. I just came from the airport.
 13 MR. BRISKE: I understand. I would like to ask
 14 you the questions about ex parte communication.
 08:54AM 15 Have you had any ex parte communication between you,
 16 the Applicant, the Applicant's agents, attorneys or
 17 witnesses, with any fellow Planning Board members or
 18 anyone from the general public prior to this
 19 hearing? I will also ask if you have visited the
 08:55AM 20 subject property and ask you to disclose if you are
 21 a relative or business associate of the Applicant or
 22 the Applicant's agent.
 23 MS. SINDEL: No ex parte. I have not visited
 24 the site. And I am not related or in business with
 08:55AM 25 anyone associated with this project.
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1 MR. BRISKE: Thank you. Let the record show
 2 that Ms. Sindel will be part of this hearing, as Mr.
 3 Page has not started his presentation yet. Go
 4 ahead, Mr. Page.
 08:55AM 5 MR. PAGE: Thank you, Mr. Chairman. As shown
 6 in the initial maps at the beginning of the
 7 presentation, the site is located generally in the
 8 northeast corner of 29 and Becks Lake Road.
 9 Mr. Chairman, when we originally started this
 08:55AM 10 application process out, the owner was International
 11 Paper Company, and they subsequently during the
 12 process sold out all of their holdings in this area
 13 to a holding company in Jacksonville known as Figure
 14 8 Florida, LLC, and they are the applicant of record
 08:56AM 15 this morning.
 16 Regarding Criterion Number 1, as far as the
 17 application goes, consistency with the Comprehensive
 18 Plan. We feel like that we are consistent with
 19 those items that Staff has identified. And we also
 08:56AM 20 understand that in terms of the Mixed Use and the
 21 relationship between the ID-2 and those areas
 22 identified in the map as residential, that buffering
 23 will be a strong consideration once a specific plan
 24 is brought before the Development Review Committee.
 08:56AM 25 Under Criteria 2, consistency with the Land
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1 Development Code, we feel like the request that we
 2 have, given the history and direction of the area
 3 and as indicated with the Staff findings, provides
 4 some consistency with the Criteria 2, as well.
 08:56AM 5 In terms of compatibility with the surrounding
 6 uses, I think there are statements – and we concur,
 7 Mr. Chairman – from the Staff, that indicate that
 8 the historical use in the area, and apparently the
 9 direction of things that are starting to be
 08:57AM 10 developed in that area, that what we have here,
 11 combined with the request for ID-2, is certainly
 12 consistent with the surrounding area, perhaps not as
 13 much so as we would like to have with those areas of
 14 the property on the north side where there are some
 08:57AM 15 residential areas that are sharing a common property
 16 line. We think that buffering will take care of
 17 those instances, as well.
 18 In terms of changed conditions, there are a
 19 number of citations in here about things that have
 08:57AM 20 happened up in that area. I think if we went out
 21 today, probably across the street from the site, a
 22 road paving operation is developing a little over
 23 nine acres across the street from this. And, of
 24 course, we all recognize that if we take Becks Lake
 08:58AM 25 Road down to its terminus, it ends at the new
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08:58AM 1 Escambia – or the Emerald Coast Utility Authority
 2 regional wastewater treatment plant. There's a new
 3 service station going under development in that
 4 area, so we feel like the direction for the areas –
 5 the property in these areas are moving toward
 6 nonresidential use, especially at the intersection
 7 of Becks Lake Road and Highway 29.
 8 Effects on the natural environment. There was
 9 a wetlands jurisdictional study done on this
 08:58AM 10 property and turned in to the County as part of this
 11 application. There are some wetlands that will be
 12 preserved, and probably in the long run donated to
 13 the State for perpetual protection under Criteria 5,
 14 effect on the natural environment.
 08:59AM 15 So Mr. Chairman, we think that given the review
 16 of the Staff and the Staff findings, and our
 17 application and our proposed use for the property,
 18 it is consistent. We would appreciate the Board's
 19 review and a favorable approval of our request.
 08:59AM 20 MR. BRISKE: Thank you, Mr. Page. Board
 21 members, any questions for Mr. Page?
 22 Mr. Page, do you have witnesses to offer?
 23 MR. PAGE: I do not.
 24 MR. BRISKE: Thank you. At this time who will
 08:59AM 25 be presenting for the Staff. All right. Horace, if
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1 you'll just state your name and address and your
 2 position for the report, please.
 3 MR. JONES: Horace Jones, Development Service
 4 Bureau Division Manager.
 08:59AM 5 Good morning, Board members. We're going to
 6 proceed with Criterion (1).
 7 Consistent with the Comprehensive Plan. And
 8 what Staff found, as stated above in the
 9 Comprehensive FLU Policy 1.3.1, Mixed Use Urban
 10 category, does allow for intense residential uses
 11 and nonresidential uses (commercial) for compatible
 12 infill development.
 13 Furthermore, the range of uses extends from
 14 residential to light industrial. Staff concurs that
 15 the cumulative nature of the ID-2 zoning category
 16 does allow for light industrial, which is
 17 specifically mentioned in Mixed Use Urban. However,
 18 the allowable uses within the ID-2 zoning category
 19 extend beyonds light industrial. As a matter of
 20 fact, the allowable uses of ID-2 include heavy
 21 industrial land uses, highly intense manufacturing
 22 and processing operations, construction and heavy
 23 equipment operations, and other equivalent potential
 24 noxious uses.
 25 In contrast, Staff agrees that the parcel in
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1 question is served by existing utility connections
 2 and roads that can support the proposed allowable
 3 uses as required by the ID-2. Nevertheless, the
 4 primary issue is – of ID-2, is required by the
 5 Comprehensive Plan, consistent with the Mixed Use
 6 Urban and the proposed uses of ID-2 as previously
 7 mentioned.
 8 Based upon the Comprehensive Policy as written,
 9 Staff concedes that the existing future land use
 10 designation of Mixed Use Urban is not consistent
 11 with the proposed rezoning request of ID-2.
 12 Criterion (2), consistent with the Land
 13 Development Code. As referenced in the LDC
 14 regulations cited above, the intent and purpose and
 15 allowable uses differs greatly from VAG-1 to ID-2.
 16 In fact, ID-2 is a noncumulative zoning district
 17 with the intent to foster and maintain separation of
 18 heavy industrial type uses from residential uses
 19 because of the litany of potential use conflicts.
 20 If the proposed rezoning request is approved, there
 21 are various regulations within the Land Development
 22 Code as well as other State and Federal regulations
 23 that must be adhered to in order to maintain
 24 separation and reduce or minimize the potential use
 25 conflicts.
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1 Additionally, Article 7.20.07 cited above must
 2 be reviewed to ensure appropriate location and
 3 compatibility with adjacent land uses. In this
 4 case, the subject parcel runs east along Becks Lake
 5 Road and north along a railroad to the east of
 6 Highway 95A. From what is on the ground and the
 7 existing road network in place, this provision is
 8 deemed to be in compliance at this level. If any
 9 future development is proposed, the locational
 10 criteria stated above will be reviewed for site
 11 standards, accessibility to public and private
 12 service/facilities, and adverse impacts on the
 13 surrounding areas at the time of the site plan
 14 review process.
 15 In consideration of all the regulations cited
 16 above and the facts presented, Staff finds that
 17 consistency with Criterion (2) could be met.
 18 Criterion (3) compatibility with the
 19 surrounding uses. Within the 500 foot radius impact
 20 area, Staff observed the following zoning districts:
 21 V-3, V-4, VR-1, VR-2, VAG-1, VAG-2, ID-1 and ID-2.
 22 With the exception of a few vacant parcels and the
 23 existing industrial site area on the south side of
 24 Becks Lake Road, it appears that a majority of the
 25 surrounding parcels have existing residential uses;
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1 furthermore, it must be noted that the parcel in
 2 question is adjacent to a residential neighborhood.
 3 Please see existing land use and aerial map. From a
 4 literal perspective, the fact that the ID-2
 5 potential uses would be near to the residential
 6 areas could make Criterion 3 as not being met.
 7 But, there are several other factors that could
 8 be considered, as well. First, the size of the
 9 parcel is approximately 188 acres which could
 10 provide adequate screening and enhance buffering
 11 standards, given the specific use or use intensity
 12 proposed in relationship to the nature and the
 13 density of adjoining uses. Equally important is the
 14 industrial land uses and zoning designations on the
 15 south side of Becks Lake Road. This could be
 16 advantageous due to the fact that there are similar
 17 like uses and are in close proximity to one another
 18 and are confined to one area; henceforth, this could
 19 help reduce or negate any invasive impact on the
 20 surrounding area.
 21 Criterion (4), changed conditions. On December
 22 16, 2011, the County received approval of a Large
 23 Scale Map Amendment (2011-02) from the DEO approving
 24 the adoption of a Future Land Use change from Mixed
 25 Use Suburban to Mixed Use Urban. Based upon DEO
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1 approval, the Board of County Commissioner adopted
 2 the Future Land Use change Ordinance on January 19,
 3 2012. Additionally, the BCC on December 3rd, 2011
 4 approved a petition to vacate various Rights-of-Way
 5 in the Leonard Tracts Subdivision, which were within
 6 the parcel in question. However, it must be noted
 7 that the FLU amendment approved by DEO and the BCC
 8 was based upon a specific type of light industrial
 9 land uses that was germane to the FLU amendment
 10 being approved and adopted.
 11 Also, on January 5th, 2012, the BCC adopted a
 12 Small Scale Map Amendment. Future Land Use changed
 13 from Mixed Use Suburban to Industrial Future Land
 14 Use. This amendment change is located at the corner
 15 of Highway 29 and Becks Lake Road, extending east to
 16 Stone Lake Boulevard which is within the industrial
 17 park area. This Industrial Future Land Use change,
 18 from Mixed Use Suburban to Industrial will allow for
 19 heavy industrial type uses, ID-2 zoning, as
 20 mentioned in Criterion I.
 21 In a like manner, the intent of the Industrial
 22 future land use category is to allow for industrial
 23 developments that are deemed to be compatible with
 24 the adjacent or nearby properties. In granting
 25 approval for the Small Scale Amendment, it was
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1 deemed to be compatible with the adjacent
 2 properties.
 3 Based upon all the facts presented above, and
 4 as stated in Criterion (1), the Mixed Use Urban FLU
 5 does allow for ID-1, light industrial type uses.
 6 And it appears that the changing conditions
 7 surrounding the subject parcels are allowing for
 8 industrial type uses and operations within close
 9 proximity to one another.
 09:07AM 10 Criterion (5) effects on the natural
 11 environment. According to the National Wetland
 12 Inventory, approximately 47 acres of wetlands and
 13 hydric soils were indicated on the subject property.
 14 When applicable, further review during the site plan
 15 review process will be necessary to determine if
 16 there would be any significant adverse impact on the
 17 natural environment.
 18 Criterion (6), Development Patterns. In the
 19 final analysis, it appears that there is an emerging
 20 land use pattern of industrial type uses within the
 21 vicinity of the subject parcel. The existing land
 22 uses, the existing zoning, the changing conditions
 23 that include the Large Scale and the Small Scale
 24 Amendment and the close proximity of the light and
 25 heavy industrial uses are contributing factors to
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1 the developing land use pattern within the general
 2 area. From the factors cited above, Staff agrees
 3 that the proposed amendment could result in a
 4 logical and orderly development with careful site
 5 planning, adequate buffering standards, and a strict
 6 adherence to all the applicable regulations.
 7 MR. BRISKE: Board members, questions for
 8 Staff?
 9 MR. TATE: I have a question.
 09:08AM 10 MR. BRISKE: Mr. Tate.
 11 MR. TATE: In reference to Criterion 1,
 12 consistency with the Comp Plan, and Criterion 2
 13 consistency with the Land Development Code. In
 14 Criterion 1 in your findings you refer to ID-2 as
 09:08AM 15 cumulative in nature. And then in Criterion 2,
 16 dealing with the Land Development Code, you refer to
 17 it as noncumulative in nature.
 18 MR. JONES: For the residential land uses.
 19 MR. TATE: Okay. So specific to –
 09:09AM 20 MR. JONES: Specifically for the residential
 21 components.
 22 MR. BRISKE: My question is this: Typically,
 23 the Staff give us a very clear position. The
 24 wording that we have here is Staff finds consistency
 09:09AM 25 with Criterion 2 could be met. Now, as we know,
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1 it's the Applicant's burden to prove that he meets
 2 these criteria. It almost like it's kind of a hedge
 3 here. What is the position of the Staff? I think
 4 we need to have a clear answer. I mean, I
 09:09AM 5 understand the complexities of it, but you see what
 6 I'm getting at here. Because we're relying on the
 7 Findings-of-Fact, and Mr. Page is relying on them.
 8 Maybe you could elaborate.
 9 MR. JONES: Well, with all of the things that
 09:10AM 10 have taken place in that specific location, and with
 11 that residential land uses that are there,
 12 basically, it's going to be up to the Planning Board
 13 to make that decision. We presented the facts and
 14 we – what we are allowing the Planning Board to
 09:10AM 15 present, to make that determination on whether or
 16 not you would meet Criterion 2 or not, because there
 17 are some issues that have to be addressed.
 18 MR. TATE: Let me ask you this: And this is in
 09:10AM 19 reference, I guess, to Criterion 1 and 2 involving
 20 the future land use currently in use and all that.
 21 If a decision was made and we chose to move this to
 22 ID-2, that does not automatically give that
 23 landowner the right of use of everything within
 24 ID-2?
 09:10AM 25 MR. JONES: Yes, it does.
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1 MR. TATE: It still does. It's still not
 2 controlled by – there's still control factors in
 3 ID-2 for placement for – I mean, any number of
 4 things that have to be in place, setbacks, fencing,
 09:11AM 5 I mean, you know, a big hole in the ground. There
 6 are controls in place. But outside of those things
 7 that we deal with in regard to like a borrow pit,
 8 it's open game, is that what you're saying?
 9 MR. JONES: All of the uses that are allowed in
 09:11AM 10 ID-2 could go on that property. They are allowable
 11 uses, yes, sir.
 12 MR. BRISKE: Could we bring up the allowable
 13 uses on the screen, please. I understand your
 14 question. I would just remind the Board that
 09:11AM 15 because of the way this is written on these
 16 criterion where there's not a final answer, we will
 17 have to wordsmith and create the finding that you're
 18 going to make your motion on so that we can show
 19 competent and substantial evidence.
 09:12AM 20 Mr. Page, I'm going to give you an opportunity
 21 to come up and address any of these issues, if you
 22 would like to, to make the Board more comfortable
 23 with Criterion 1 and 2, if you would like to.
 24 Because I believe you said that you were accepting
 09:12AM 25 the Staff's findings. However, the Staff's
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1 findings, to me, are not necessarily conclusive.
 2 They're leaving it up to the Board.
 3 MR. PAGE: Mr. Chairman, my comments would
 4 probably be more detailed and limited to the use
 09:12AM 5 that's being proposed by International Paper, now
 6 Florida Figure 8. Their preference is to have a
 7 spin off spur just north of the Becks Lake Road
 8 intersection. It would turn back to the east and to
 9 the south of that between this railroad spur and
 09:13AM 10 Becks Lake Road. Their proposals are to put a
 11 number of large dock high, or in this case, rail
 12 high warehousing and lay down area. It would then
 13 turn north and they would do the same thing on the
 14 easterly and westerly side.
 09:13AM 15 But I agree with Mr. Tate's inquiry. Whatever
 16 is proposed, there are additional criteria that have
 17 to be met, and that's generally regulated at the
 18 Development and Review Board. How comfortable the
 19 Board would be in view of all the things that are
 09:13AM 20 allowed under ID-2, the only thing I can do is offer
 21 what they are proposing to do with the property.
 22 Certainly, there are buffering. There are
 23 ingress/egress concerns that have to be addressed in
 24 detail. And those types of things are roughly
 09:13AM 25 identified in the sketch that they have for
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1 developing the property.
 2 My reading of the Staff findings was basically
 3 that we do comply, but there's going to be a lot of
 4 detailed investigation and review once these
 09:14AM 5 specific set of plans come in for that. And once
 6 those specific plans then come in, I think that's
 7 where the could be in compliance would come into
 8 play.
 9 I can appreciate the Staff's position on this,
 09:14AM 10 not knowing anything other than ID-2. And we're
 11 going to get into that more, perhaps, a little later
 12 in the next application that the Board is going to
 13 review.
 14 MR. BRISKE: Mr. Page, I will say that this
 09:14AM 15 Board has wrestled with site specific projects,
 16 because as you know, our responsibility is to look
 17 at everything that could be a permitted use in
 18 there.
 19 MR. PAGE: I understand.
 09:14AM 20 MR. BRISKE: So discussing what your intended
 21 use is going to be, we understand that, but we, of
 22 course, can't consider that because we have to look
 23 at everything that is a permitted use.
 24 Did you have any other questions for the Staff
 09:15AM 25 before we go on to any public questions?
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1 MR. PAGE: Mr. Chairman, the only other thing
 2 that I would have offered would probably have been a
 3 better inventory of all of the uses that are across
 4 or on the south side of Becks Lake Road. The
 09:15AM 5 comment from Staff was that there are related
 6 issues. There is an asphalt plant. There is a
 7 million gallon plus deep water well pump by ECUA.
 8 MR. BRISKE: Why don't we do this, Mr. Page.
 9 Staff, would you bring up the surrounding use map.
 09:15AM 10 Mr. Page, this way you can get it on the record and
 11 tell us exactly what we're looking at here.
 12 MR. TATE: Also, just as clarification, too,
 13 Horace, the difference being that these have an
 14 industrial future land use or not?
 09:15AM 15 MR. JONES: I believe they do. I believe they
 16 do, Mr. Tate. We can find that out, but I believe
 17 there –
 18 MR. TATE: I think that's important to know.
 19 MS. SINDEL: Is it kind of –
 09:16AM 20 MR. PAGE: Mr. Chairman, what's shown here
 21 is –
 22 MR. BRISKE: Okay. Folks, hold on just a
 23 moment. As you know, we have a court reporter
 24 trying to record verbatim what everyone is saying,
 09:16AM 25 so let's go one at a time. Mr. Page, you have the
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1 floor. Ms. Sindel, I'll let you have a comment here
 2 in just a moment. Go ahead, Mr. Page.
 3 MR. PAGE: Mr. Chairman, I was simply going to
 4 point out that the very corner, the southeast corner
 09:16AM 5 of Becks Lake Road, the new purple area there is
 6 what has just been sold to Roads, Inc. I think
 7 they're in the process now of developing that into
 8 an extension of their heavy asphalt facility, which
 9 is the long piece of purple colored just to the
 09:16AM 10 south of the 500 foot boundary line.
 11 Right across the street from that on Becks Lake
 12 Road, which is not shown industrial, is the pumping
 13 operation of the Escambia County Utility Authority.
 14 They have a considerable amount, Mr. Chairman, of
 09:17AM 15 control over what goes in across the way because of
 16 the protection of flume that they have for that cone
 17 of area where they pick the water up. So that goes
 18 back to Mr. Tate's inquiry earlier. That is
 19 probably the strongest thing that will have to be
 09:17AM 20 complied with in that area. They could meet all of
 21 these other things, but the number of things that
 22 can actually be placed in there are going to be
 23 further limited by that location of that pumping
 24 well, which is right across the street probably no
 09:17AM 25 more than 100 feet or so from the southerly boundary
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1 line.
 2 So the idea that something could go in there
 3 where they have chemicals and oils and other
 4 petroleum things that may have a chance to get on
 09:17AM 5 the ground, I think the ECUA requirements would
 6 simply not allow those types of things, or make the
 7 protective measures that go in there so expensive it
 8 just wouldn't be considered as a practical matter to
 9 go in there.
 09:18AM 10 So there are other things that would limit the
 11 activities under that ID-2, simply the same way it
 12 used to be under C-2 with the location of a church
 13 and a liquor store and that type of thing from other
 14 types of unrelated activities.
 09:18AM 15 So simply to say ID-2 has everything they can
 16 do, I think it's simply narrowed down by the number
 17 of other constraints that they would have to comply
 18 with.
 19 MR. BRISKE: Okay. Ms. Sindel and then Mr.
 09:18AM 20 Tate.
 21 MS. SINDEL: My question was answered.
 22 MR. BRISKE: Thank you. Mr. Tate.
 23 MR. TATE: It's a little bit of an inquiry to
 24 the County's side. I understand the Future Land Use
 09:18AM 25 Industrial and now the allowable industrial uses. I
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1 simply don't have any issue with the ID-2 where it's
 2 at, but it's the flip side of it, the agreement with
 3 the Future Land Use. Why are we not looking at –
 4 and I know some of this goes back to the
 09:19AM 5 applicant – a future land use amendment and then a
 6 –
 7 MR. JONES: If you look at the changed
 8 conditions, when they came in they applied for – it
 9 was – that yellow area was Mixed Use Suburban.
 09:19AM 10 MR. TATE: Right.
 11 MR. JONES: And at the time when they changed
 12 to Mixed Use Urban for the large scale, based upon
 13 with the intent on it was more specific on what they
 14 wanted to do. And that Mixed Use Urban did allow
 09:19AM 15 for light industrial type land uses, so they did
 16 come in at about a year ago, I believe –
 17 MR. TATE: To make that change.
 18 MR. JONES: – to make that change for light
 19 industrial based upon the specific type of
 09:19AM 20 development that they would – that was going to be
 21 built. And during the large scale and small scale
 22 map amendment process, we are more specific. So,
 23 therefore, they decided that Mixed Use Urban could
 24 meet the need for that particular development that
 09:20AM 25 they were asking for.
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1 MR. TATE: Without getting too deep into the
 2 site specific use, I mean both C-2 and ID-1 allow
 3 for warehousing without outside storage; is that
 4 correct, or is there outside storage allowed in both
 09:20AM 5 with proper screening?
 6 MR. JONES: C-2, it does. C-2 does allow for
 7 outside storage. When you get into ID-1, the intent
 8 for it is to be limited to certain type of uses, but
 9 it says specifically that it's meant to be on the
 09:20AM 10 inside. You can have outside for ID-1, but there
 11 are specifically buffering standards.
 12 MR. TATE: The work. Whatever is going on is
 13 meant to go on inside, I understand that.
 14 MS. DAVIS: One more question. In this case
 09:21AM 15 what they were looking at is ID-1; is that right?
 16 MR. JONES: Yes.
 17 MS. DAVIS: Not ID-2?
 18 MR. JONES: Not ID-2. That case for Mixed Use
 19 Urban was specifically for ID-1.
 09:21AM 20 MR. TATE: Mr. Page, understanding what's
 21 requested today, we've got to ask the simple
 22 question, could the applicant do what they needed to
 23 do in an ID-1 situation? Understanding they
 24 requested ID-2, I mean, I understand what's been
 09:21AM 25 requested.
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1 MR. PAGE: Mr. Chairman, one of the uses – and
 2 I realize we're getting specific here, but just to
 3 give you some background – is for a pipe
 4 remanufacturing operation, where they go out to
 09:21AM 5 Monsanto and take down a 300 foot section of pipe
 6 that's got valves and types of the things in it and
 7 bring in another one and simply replace it all in
 8 the same day. That type of thing has to be laid out
 9 and welded on the outside. As a result of that type
 09:22AM 10 of activity, the ID-2 seemed to be the thing that
 11 they had to have in order for that type of activity
 12 to take place.
 13 MR. TATE: Understood.
 14 MR. BRISKE: Horace, when you were discussing
 09:22AM 15 the Large Scale Amendment that was done in October,
 16 I believe I remember you saying something that there
 17 were some limitations placed on that. Could you
 18 cover that again?
 19 MR. JONES: For the Large Scale, they have to
 09:22AM 20 present some type of plan. And in that plan it
 21 showed ID-1 type of uses. We have to take a look
 22 at – we have to look at the surrounding properties.
 23 Tallahassee requires us to look at urban sprawl. We
 24 have to look at the concurrency requirements. And
 09:23AM 25 we have to have an environmental survey. It goes up
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1 to those departments in Tallahassee. And based upon
 2 what was submitted with that plan, DEO and the Board
 3 of County Commissioners granted approval based upon
 4 the specifics of that plan. DEP has to look at the
 09:23AM 5 state. Even the Department of Agriculture looked at
 6 it because it had to go to Tallahassee. And all of
 7 them agreed that that could be allowed for those
 8 ID-1 – which ID-1 allows for light industrial type
 9 land uses.
 10 And also for the record, we want to state that
 11 even when we met with the Applicant for the Large
 12 Scale Map Amendment, we told them options of I or
 13 Mixed Use Urban. And they stated that, well, for
 14 what we want to do, Mixed Use Urban could work. So
 09:23AM 15 that's why we proceeded with the Mixed Use Urban
 16 based upon what they presented to us.
 17 MR. TATE: That applicant is a different
 18 applicant today?
 19 MR. JONES: I believe Mr. Page could have
 09:24AM 20 the –
 21 MR. TATE: I mean was it International then or
 22 was it the holding company then?
 23 MR. JONES: It was Figure 8. It was the
 24 company that's requesting a rezoning today.
 09:24AM 25 MR. STITT: Mr. Chairman.
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1 MR. BRISKE: Yes, sir.
 2 MR. STITT: Just a question on the location.
 3 Is this part of the sector plan or east of it?
 4 MR. JONES: No, it's not.
 09:24AM 5 MR. BRISKE: Okay. At this time I do not have
 6 anyone signed up from the public to speak. Is there
 7 anyone from the public that wishes to speak on this
 8 matter today? Yes, ma'am.
 9 AUDIENCE MEMBER: I didn't file a form to speak
 09:24AM 10 but I do live right there next to where it is.
 11 MR. BRISKE: Ma'am, we'll have to have you fill
 12 out a form and come forward and be sworn in, please.
 13 While she's getting that, let me let you know,
 14 for those members of the public who wish to speak on
 09:10AM 15 this matter, please note that the Planning Board
 16 bases its decisions on the criteria and exceptions
 17 described in Section 2.0802D of the Escambia County
 18 Land Development Code. During our deliberations,
 19 the Planning Board will not consider general
 09:10AM 20 statements of support or opposition. Accordingly,
 21 please limit your testimony to the criteria and
 22 exceptions described in Section 2.0802D.
 23 Please also note that only those individuals
 24 who are present and give testimony on the record
 09:11AM 25 before this hearing of the Planning Board will be
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1 allowed to speak at the subsequent hearing before
 2 the Board of County Commissioners.
 3 MR. GOODLOE: Mr. Chairman.
 4 MR. BRISKE: Yes, sir.
 09:25AM 5 MR. GOODLOE: I do have a question for the
 6 Staff. Is there no opportunity here under ID-1 for
 7 conditional uses to meet the requirements as desired
 8 by the Applicant?
 9 MR. JONES: Let's have Staff pull up the ID-1
 09:26AM 10 and take a look at it. As you can see on the board,
 11 those are the only conditional uses that are allowed
 12 in the ID-1 category.
 13 MR. GOODLOE: And you did discuss with the
 14 Applicant exactly what they wanted to do and it
 09:26AM 15 would not fit into any of those?
 16 MR. JONES: Yes, sir. We had a good
 17 conversation with them when this project first got
 18 started.
 19 MR. TATE: I guess to be – can you roll back
 09:27AM 20 to C-2.
 21 MR. BRISKE: You don't wish to speak at this
 22 time?
 23 AUDIENCE MEMBER: No.
 24 MR. BRISKE: Is there anyone else who wishes to
 09:27AM 25 speak on this matter? All right. I'll hereby close
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1 the public comment portion of the hearing.
 2 Mr. Tate, did you have a specific question on
 3 this one?
 4 MR. TATE: No. I wanted to look at the uses
 09:27AM 5 and get a better understanding going back to the C-2
 6 and different type of manufacturing, and outside
 7 uses, actually.
 8 MR. BRISKE: Mr. Page, your closing statements,
 9 please.
 09:27AM 10 MR. PAGE: Mr. Chairman, after hearing some
 11 discussion among the Board members and their
 12 concerns, I think the client would rather have ID-1
 13 as a consideration, and something more perhaps
 14 reachable than the discussion I've heard here this
 09:28AM 15 morning requesting and ID-2. So we would change our
 16 request then from ID-2 to ID-1.
 17 MR. BRISKE: Okay. Mr. Page, I see our
 18 attorney here getting – I'm sure there's some
 19 concerns about the Findings-of-Fact being changed.
 09:28AM 20 MR. WEST: Yes. I think you probably need to
 21 give Staff a few minutes to reevaluate their
 22 findings given this change in the request to see
 23 what those – how each of the findings for each of
 24 the criteria would change under an ID-1 analysis.
 09:28AM 25 MR. BRISKE: Okay.
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1 MR. TATE: Horace just told us it was all good
 2 under ID-1 a minute ago. But if we could get
 3 something that we could rely on as a
 4 Findings-of-Fact, that would be great.
 09:29AM 5 And then, also – I mean, I just don't have any
 6 problem with an ID-2 use. And I would have a
 7 problem voting on where it's at today. But I don't
 8 know if the Applicant would ever consider the next
 9 step if that was necessary to get that future land
 09:29AM 10 use changed. It's kind of a four step process at
 11 that point.
 12 MR. PAGE: If that's a question, Mr. Chairman,
 13 our response would be to consider the ID-1.
 14 MR. BRISKE: Okay. Based on that information,
 09:29AM 15 the Applicant has formally changed his request to an
 16 ID-1.
 17 We're going to go ahead and take a 10 minute
 18 recess here. Come back in at 9:30 to give the Staff
 19 an opportunity to change the findings and update
 09:29AM 20 them, please. So we'll adjourn here and come back
 21 at 9:30.
 22 (Break).
 23 MR. BRISKE: I would like to call back to order
 24 of the Planning Board rezoning hearing on Case
 09:39AM 25 Z-2012-08. And we were asking for some updated
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1 Findings-of-Fact. So does Staff have that for us?
 2 MR. JONES: Yes, sir. On Criterion 1, by
 3 changing the request to – the rezoning request to
 4 ID-1, Staff finds that Mixed Use Urban, the ID-1
 09:40AM 5 request, is consistent with allowable uses for light
 6 industrial and Mixed Use Urban.
 7 Criterion 2, again, with all of the issues with
 8 Criterion 2, Staff finds that that ID-1 could be met
 9 for Criterion 2.
 09:40AM 10 Within the compatible surrounding uses, Mixed
 11 Use Urban does allow for residential as well as –
 12 ID-1, Staff finds compatible with the surrounding
 13 uses.
 14 Changed conditions. By making the change to
 09:40AM 15 ID-1, all of those things with the Large Scale and
 16 the Small Scale Map Amendment that was already
 17 approved for another use going across the street
 18 from Becks Lake, Staff finds that that could be met,
 19 as well.
 09:41AM 20 And the last one, the final analysis. There's
 21 a development trend for ID-1 and industrial type
 22 uses in the area.
 23 MR. BRISKE: Okay. Board members, any
 24 questions of the updated Findings-of-Fact?
 09:41AM 25 MR. TATE: Really, just whether Mr. Page agrees
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1 with them?

2 MR. PAGE: Yes, we do.

3 MR. BRISKE: Mr. Page acknowledged he does.

4 Pleasure of the Board. Further discussion or the

09:41AM 5 Chair will entertain a motion.

6 MS. DAVIS: I would like to place a motion,

7 please. I move that we grant the Petitioner's

8 request for a change in zoning from VAG-1 to ID-1

9 together with Staff's findings and accept the

09:41AM 10 findings of the Staff, I should say.

11 MR. BRISKE: Thank you, Ms. Davis.

12 Mr. West.

13 MR. WEST: So it's clear on the record, if you

14 could just include in the motion that it's the

09:42AM 15 revised findings that Mr. Jones has presented.

16 MR. BRISKE: Ms. Davis.

17 MS. DAVIS: I recommend that we accept the

18 revised findings of the Staff on zoning Case

19 Z-2012-08 requesting VAG-1 to ID-1.

09:42AM 20 MR. BRISKE: Thank you for the motion. Do I

21 have a second?

22 MR. TATE: Second.

23 MR. BRISKE: Seconded by Mr. Tate. Any

24 discussion? All those in favor, say aye.

08:35AM 25 (Board members vote.)

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1 MR. BRISKE: Opposed?

2 (None.)

3 MR. BRISKE: Motion carries unanimously. All

4 right.

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1 **CASE: Z-2012-09**

2

3 APPLICANT: Wiley C. "Buddy" Page, Agent for Rick Evans,

4 Owner

5 ADDRESS: 2006 Border Street

6 PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023

7 FUTURE LAND USE: MU-U, Mixed Use Urban

8 COMMISSIONER DISTRICT: ID-1, Light Industrial District (cumulative) (no residential

9 OVERLAY AREA: Employment Area

10

11

12 FROM: R-5, Urban Residential/Limited Office District,

13 (cumulative) High Density

14 ID-1, Light Industrial District (cumulative) (no residential

15 uses allowed)

16 TO: ID-2, General Industrial District (noncumulative)

17

18 MR. BRISKE: Our next case is case Z-2012-09.

19 And this is a request from R-5, Urban Residential,

20 Limited Office District High Density ID-1 to ID-2,

09:43AM 21 General Industrial District.

22 Members of the Board, has there been any

23 ex parte communication between you, the Applicant,

24 the Applicant's agents, attorneys, witnesses, fellow

25 Planning Board members or anyone from the general

08:56AM 26 public prior to this hearing? I'll also ask if you

27 visited the subject site. And please disclose if

28 you are a relative or a business associate of the

29 Applicant or the Applicant's agent.

30 Starting with Mr. Stitt.

31 MR. STITT: Mr. Chairman, no to all the above.

08:56AM 32 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. HIGHTOWER: None to all the above.

2 MR. GO

3 owners, but

4 MR. WOODWARD: No to all of the above.

08:51AM 5 MR. BRISKE: The Chairman, no to all of the

6 above.

7 MR. TATE: No to all of the above.

8 MS. DAVIS: No to all of the above.

9 MR. WINGATE: I am familiar with the property.

10 I just drove by to observe.

11 MS. SINDEL: No to all of the above.

12 MR. BRISKE: Thank you. Staff, was there a

13 notice of hearing sent to all the interested

14 parties?

08:51AM 15 MS. HALSTEAD: Yes, sir, it was.

16 MR. BRISKE: Thank you. And was that notice of

17 the hearing also posted on the subject property?

18 MS. HALSTEAD: Yes, sir.

19 MR. BRISKE: If there are no objections by Mr.

08:51AM 20 Page, we'll have the Staff present the maps and the

21 photographs.

22 MR. LEMOS: Juan Lemos, Escambia County

23 Planners.

24 The locational wetlands map is up on your

09:44AM 25 screen showing the location of the parcel with no

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Planning Board-Rezoning

Revised Findings 5. A.

Meeting Date: 05/14/2012

CASE : Z-2012-08

APPLICANT: Wiley C. "Buddy" Page, Agent for Figure 8 Florida, LLC.

ADDRESS: 200 Becks Lake Rd

PROPERTY REFERENCE NO.: 11-1N-31-1000-002-001

FUTURE LAND USE: MU-U, Mixed-Use Urban

COMMISSIONER DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE: 06/28/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-1, Village Agricultural District (5 du per 100 acres on one-acre parcels)

TO: ~~ID-2, General Industrial (noncumulative)~~ ID-1, Light Industrial District (cumulative)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency.

New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future

Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

As stated above in **CPP FLU 1.3.1**, Mixed Use Urban category, does allow for intense residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-2₁ zoning category does allow for light industrial which is specifically mentioned in MU-U. However, the allowable uses within the ID-2 zoning category extend beyond light industrial. As a matter of fact, the allowable uses of ID-2 include heavy industrial land uses, highly intense manufacturing and processing operations, construction/heavy equipment operations, and other equivalent concentrations of potential noxious uses (see Criterion 2 for the list proposed uses in ID-2). In contrast, staff ~~Staff~~ agrees that the parcel in question is served by existing utility connections and roads that can support the proposed allowable uses of ID-2₁ as required by Comprehensive Policy 1.5.3. ~~Nevertheless, the~~ Based upon the Comprehensive Policy 1.3.1 as written, staff concedes that the existing future land use designation of MU-U is **not** consistent with the proposed rezoning request of ID-2₁.

CRITERION (2)

Consistent with The Land Development Code.

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

LDC 6.05.22. VAG Villages Agriculture Districts

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. The intent and purpose of VAG-2 district is characterized by the following types of agricultural lands:

- (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
- (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
- (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

LDC 6.05.19. ID-2 General Industrial District (noncumulative).

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot

satisfy the highest level of performance standards. It is designed to accommodate

manufacturing, processing, fabrication, and other activities which can only comply with minimal

performance standards. No residential development is permitted in this district, thereby insuring

adequate area for industrial activities. Community facilities and trade establishments that provide

needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational

criteria in the Comprehensive Plan (Policies 7.A.4.13){FLU 1.1.10} and in Article 7. Refer to

Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

For permitted uses in ID-2 zoning category see LDC 6.05.19.B.

LDC 7.20.07. Industrial Locational Criteria (ID-CP, ID-1, ID-2).

1. Industrial uses shall be located so that the negative impacts of industrial land

uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.

2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.

3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.

4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.

5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.

6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

FINDINGS

As referenced in the LDC regulations cited above, the intent, purpose, and the allowable uses differ greatly from VAG-1 to ID-21. In fact, ID-21 is a non-cumulative zoning district with the intent to foster and maintain separation of heavy-industrial type uses from residential uses because of the litany of potential use conflicts. If the proposed rezoning request is approved, there are various regulations within the Land Development Code as well as other State and Federal regulations that must be adhered to in order to maintain separation and reduce or minimize the potential use conflicts.

Additionally, Article 7.20.07 cited above must be reviewed to ensure appropriate location and compatibility with adjacent land uses. In this case, the subject parcel runs East along Beck's Lake Road and North along a railroad to the east of Highway 95A. From what is on the ground and the existing road network in place, this provision is deemed to be in compliance at this level. If any future development is proposed, the locational criteria stated above will be reviewed for site design standards, accessibility to public and private service/facilities, and adverse impacts on surrounding areas at the time of the site plan review process.

In consideration of all the regulations cited above and the facts presented, staff finds **consistency with Criterion 2 could be met.**

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

Within the 500' radius impact area, staff observed the following zoning districts: V-3, V-4, VR-1, VR-2, VAG-1, VAG-2, ID-1 and ID-2. With the exception of a few vacant parcels and the existing industrial site area on the south side of Beck's Lake Road, it appears that a majority of the surrounding parcels have existing residential uses; furthermore, it must be noted that the parcel in question is adjacent to a residential neighborhood (please see ELU and Aerial map). From a literal perspective, the fact that the ID-~~2~~1 potential uses would be near to the residential areas could make Criterion 3 as not being met.

But, there are several other factors that could be considered as well. First, the size of parcel is approximately 188 acres+/- which could provide adequate screening and enhance buffering standards, given the specific use or use intensity proposed in relationship to the nature and density of adjoining uses. Equally important is the industrial land uses and zoning designations on the south side Beck's Lake Road. This could be advantageous due to the fact that the similar like uses are in close proximity to one another and are contained to one area; henceforth, this could help reduce or negate any invasive impact on the surrounding area.

CRITERION (4)

Changed conditions.

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

FINDINGS

On December 16, 2011, the County received approval of a Large Scale Amendment (CPA 2011-02) from the Department of Economic Opportunity (DEO) approving the adoption of a Future Land Use change from Mixed-Use Suburban (MU-S) to Mixed-Use Urban. Based upon DEO approval, the Board of County Commissioner adopted the Future Land Use change Ordinance on Jan. 19, 2012. Additionally, the BCC on November 3, 2011 approved a petition to vacate various Rights-of-Way in the Leonard Tracts Subdivision, which were within the parcel in question. However, it must be noted that FLU amendment approval by DEO and the BCC was based upon a "specific type of light-

industrial land use” that was germane to the FLU amendment being approved and adopted.

Also, on Jan. 5, 2012, the BCC adopted a Small Scale Amendment (SSA 2012-01) Future Land Use change from Mixed-Use Suburban to Industrial Future Land Use. This amendment change is located at the corner of Highway 29 and Becks Lake Road, extending east to Stone Lake Blvd which is within the industrial park area. This Industrial Future Land Use change, from MU-S to Industrial, will allow for heavy industrial type uses (ID-2 zoning) as mentioned in Criterion I. In like manner, the intent of the Industrial future land use category is to allow for industrial developments that are deemed to be compatible with adjacent or nearby properties. In granting approval for the Small Scale Amendment, it was deemed to be compatible with the adjacent properties.

Based upon all the facts presented above, and as stated in Criterion 1, the Mixed Use Urban FLU does allow for ID-1—light industrial type uses and it appears that the changing conditions surrounding the subject parcel are allowing for industrial type uses and operations within close proximity to one another.

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, approximately 47 (+/-) acres of wetlands and hydric soils were indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

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

FINDINGS

In the final analysis, it appears that there is an emerging land use pattern of industrial type uses within the vicinity of the subject parcel. The existing land uses, the existing zoning, the changing conditions that include the Large and

Small Scale Amendment, and the close proximity of the light and heavy industrial uses are contributing factors to the developing land use pattern within the general area. From the factors cited above, staff agrees that the proposed amendment could result in a logical and orderly development with careful site planning, adequate buffering standards, and strict adherence to all the applicable regulations.

Attachments

Z-2012-08

Vacation Information

DEO NOI

Comp Plan Amendment Staff Analysis

Planning Board-Rezoning

5. A.

Meeting Date: 05/14/2012

CASE : Z-2012-08

APPLICANT: Wiley C. "Buddy" Page,
Agent for Figure 8
Florida,LLC.

ADDRESS: 200 Becks Lake Rd

PROPERTY REFERENCE NO.: 11-1N-31-1000-002-001

FUTURE LAND USE: MU-U, Mixed-Use Urban

COMMISSIONER DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE: 06/28/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-1, Village Agricultural District

TO: ID-2, General Industrial (non-cumulative)

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 FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

As stated above in **CPP 1.3.1**, Mixed Use Urban category, does allow for intense residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-2 zoning category does allow for light industrial which is specifically mentioned in MU-U. However, the allowable uses within the ID-2 zoning category extend beyond light-industrial. As a matter of fact, the allowable uses of ID-2 include heavy industrial land uses, highly intense manufacturing and processing operations, construction/heavy equipment operations, and other equivalent concentrations of potential noxious uses (see Criterion 2 for the list proposed uses in ID-2). In contrast, staff agrees that the parcel in question is served by existing utility connections and roads that can support the proposed allowable uses of ID-2 as required by Comprehensive Policy 1.5.3. Nevertheless, the primary issue is consistency with the MU-U and the proposed uses of ID-2 as previously mentioned. Based upon the Comprehensive Policy 1.3.1 as written, staff concedes that the existing future land use designation of MU-U is **not consistent** with proposed rezoning request of ID-2.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.22. VAG Villages Agriculture Districts

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. The intent and purpose of VAG-2 district is characterized by the following types of agricultural lands:

- (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
- (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
- (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

6.05.19. ID-2 General Industrial District (noncumulative).

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide

needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13){FLU 1.1.10} and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs. For permitted uses in ID-2 zoning category see LDC 6.05.19.B.

7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

LDC 6.05.19.G Roadway Access. South of Well Line Road, direct access must be provide from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway.

FINDINGS

As referenced in the LDC regulations cited above, the intent, purpose, and the allowable uses differ greatly from VAG-1 to ID-2. In fact, ID-2 is a non-cumulative zoning district with the intent to foster and maintain separation of heavy industrial type uses from residential uses because of the litany of potential use conflicts. If the proposed rezoning request is approved, there are various regulations within the Land Development Code as well as other State and Federal regulations that must be adhered to in order to maintain separation and reduce or minimize the potential use conflicts.

Additionally, Article 7.20.07 cited above must be reviewed to ensure appropriate location and compatibility with adjacent land uses. In this case, the subject parcel runs East along Beck’s Lake Road and North along a railroad to the East of Highway 95A. From what is on the ground and the existing road network in place, this provision is deemed to be in compliance at this level. If any future development is proposed, the locational criteria stated above will be reviewed for site design standards, accessibility to public and private service/facilities, and adverse impacts on surrounding areas at the time of the site plan review process.

In consideration of all the regulations cited above and the facts presented, staff finds **consistency with Criterion 2 could be met.**

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

Within the 500' radius impact area, staff observed the following zoning districts: V-3, V-4, VR-1, VR-2, VAG-1, VAG-2, ID-1 and ID-2. With the exception of a few vacant parcels and the existing industrial site area on the south side of Beck's Lake Road, it appears that a majority of the surrounding parcels have existing residential uses; furthermore, it must be noted that the parcel in question is adjacent to residential neighborhood (please see ELU and Aerial map). From a literal perspective, the fact that the ID-2 potential uses would be near to the residential areas could make Criterion 3 as not being met.

But, there are several other factors that could be considered as well. First, the size of parcel is approximately 188 acres+/- which could provide adequate screening and enhance buffering standards, given the specific use or use intensity proposed in relationship to the nature and density of adjoining uses. Equally important is the industrial land uses and zoning designations on the south side Beck's Lake Road. This could be advantageous due to the fact that the similar like uses are in close proximity to one another and are contained to one area; henceforth, this could help reduce or negate any invasive impact on the surrounding area.

CRITERION (4)

Changed conditions.

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

FINDINGS

On December 12, 2011, the County received approval of a Large Scale Amendment (CPA 2011-02) from the Department of Economic Opportunity (DEO) approving the adoption of a future land use change from Mixed-Use Suburban (MU-S) to Mixed-Use Urban. Based upon DEO approval of the Future Land Use change, the Board of County Commissioner adopted the Future Land Use change Ordinance on Jan. 19, 2012. However, it must be noted that FLU amendment approval by DEO and the BCC was based upon a "specific type of light- industrial land use" that was germane to the FLU amendment being approved and adopted. As stated in Criterion 1, the Mixed Use Urban FLU change, which was adopted on Jan. 19, 2012, does allow for ID-1—light industrial type uses. Additionally, the BCC on November 3, 2011 approved a petition to vacate various Rights-of-Way in the Leonard Tracts Subdivision, which were within the parcel in question.

Also, there was a Small Scale Amendment change (SSA 2012-01) approval by the BCC on Jan. 5, 2012. This amendment change is located at the corner of Highway 29 and Becks Lake Road, extending east to Stone Lake Blvd which is within the industrial park area. The FLU change was from MU-Suburban to Industrial Future Land Use. Now, this Industrial Future Land Use change, from MU-S to Industrial, will allow for heavy industrial type uses (ID-2 zoning) as mentioned in Criterion I. In like manner, the intent of the Industrial future land use category is to allow for industrial development that are deemed to be compatible with adjacent or nearby properties. In granting approval for the Small Scale Amendment, it was deemed to be compatible with the adjacent properties.

Based upon all the facts presented above, it appears that the changing conditions surrounding the subject parcel are allowing for industrial type uses and operations within close proximity to one another.

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, approximately 47 (+/-) acres of wetlands and hydric soils were indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

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

FINDINGS

In the final analysis, it appears that there is an emerging land use pattern of industrial type uses within the vicinity of the subject parcel. The existing land uses, the existing zoning, the changing conditions that include the Large and Small Scale Amendment, and the close proximity of the light and heavy industrial uses are contributing factors to the developing land use pattern within the general area. From the factors cited above, staff agrees that the proposed amendment could result in a logical and orderly development with careful site planning, adequate buffering standards, and strict adherence to all the applicable regulations.

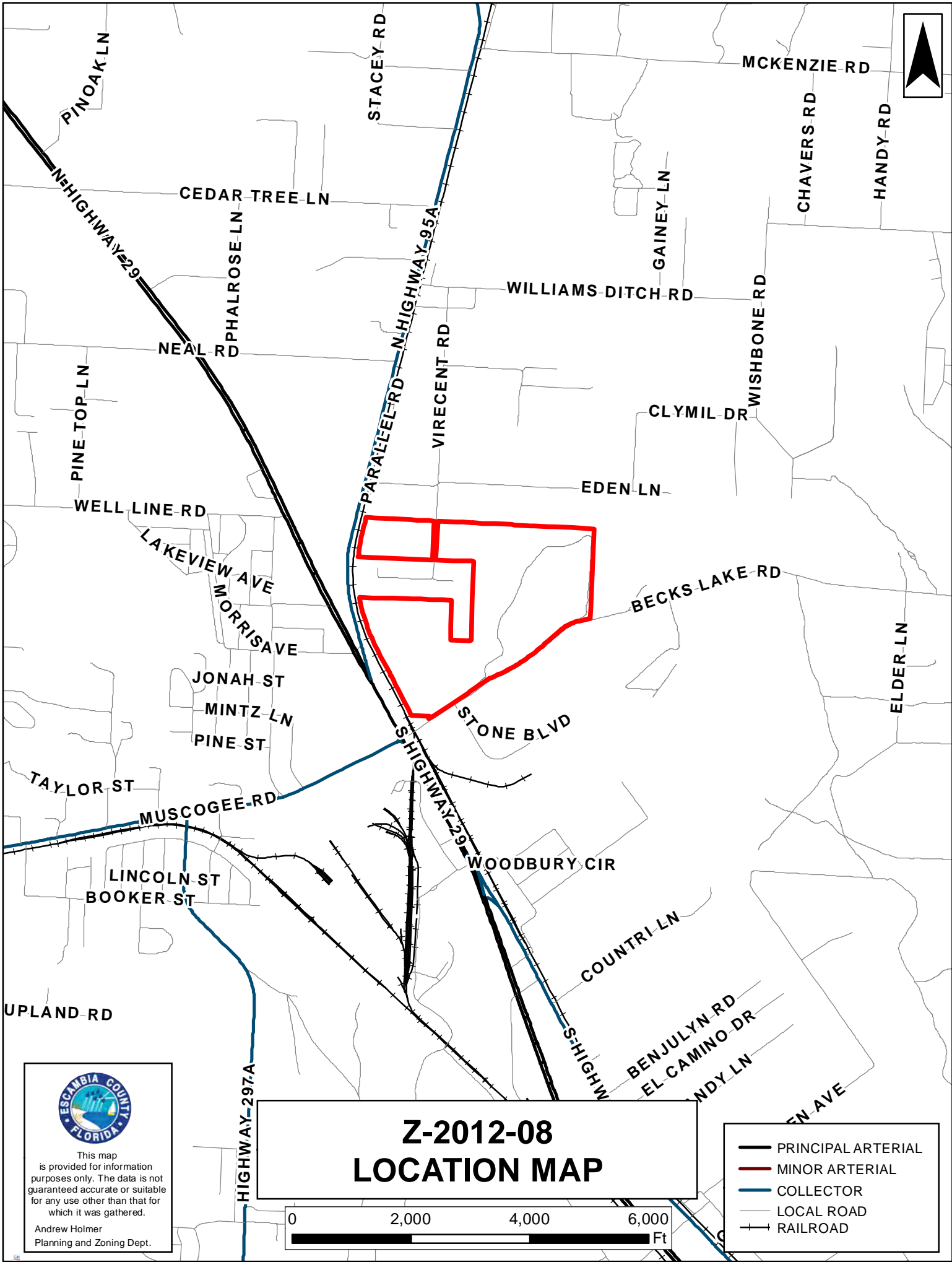
Attachments

Z-2012-08

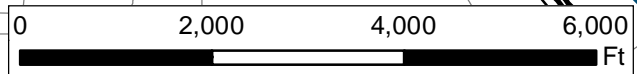
Vacation Information

DEO NOI


Staff Analysis



**Z-2012-08
LOCATION MAP**

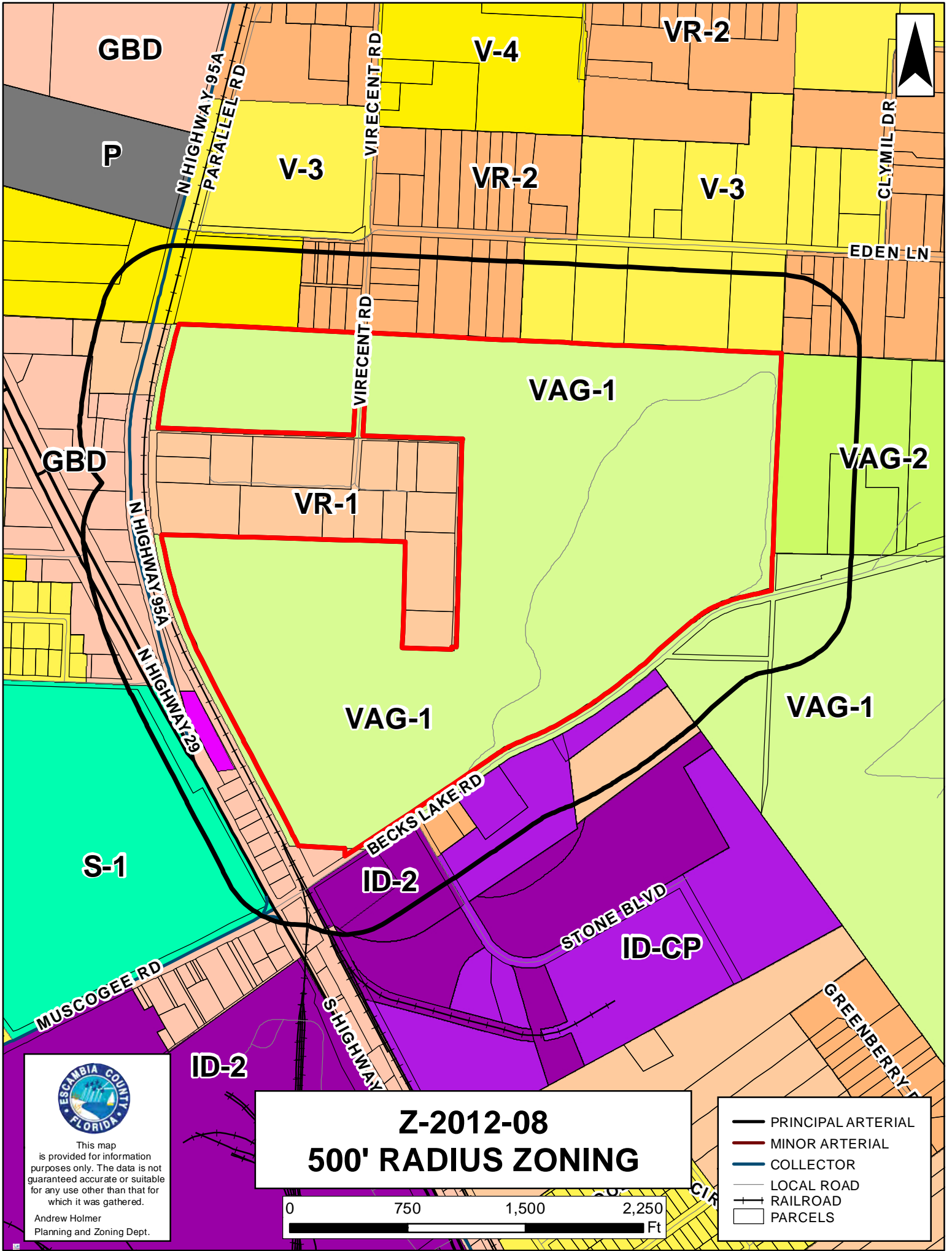



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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

Andrew Holmer
Planning and Zoning Dept.

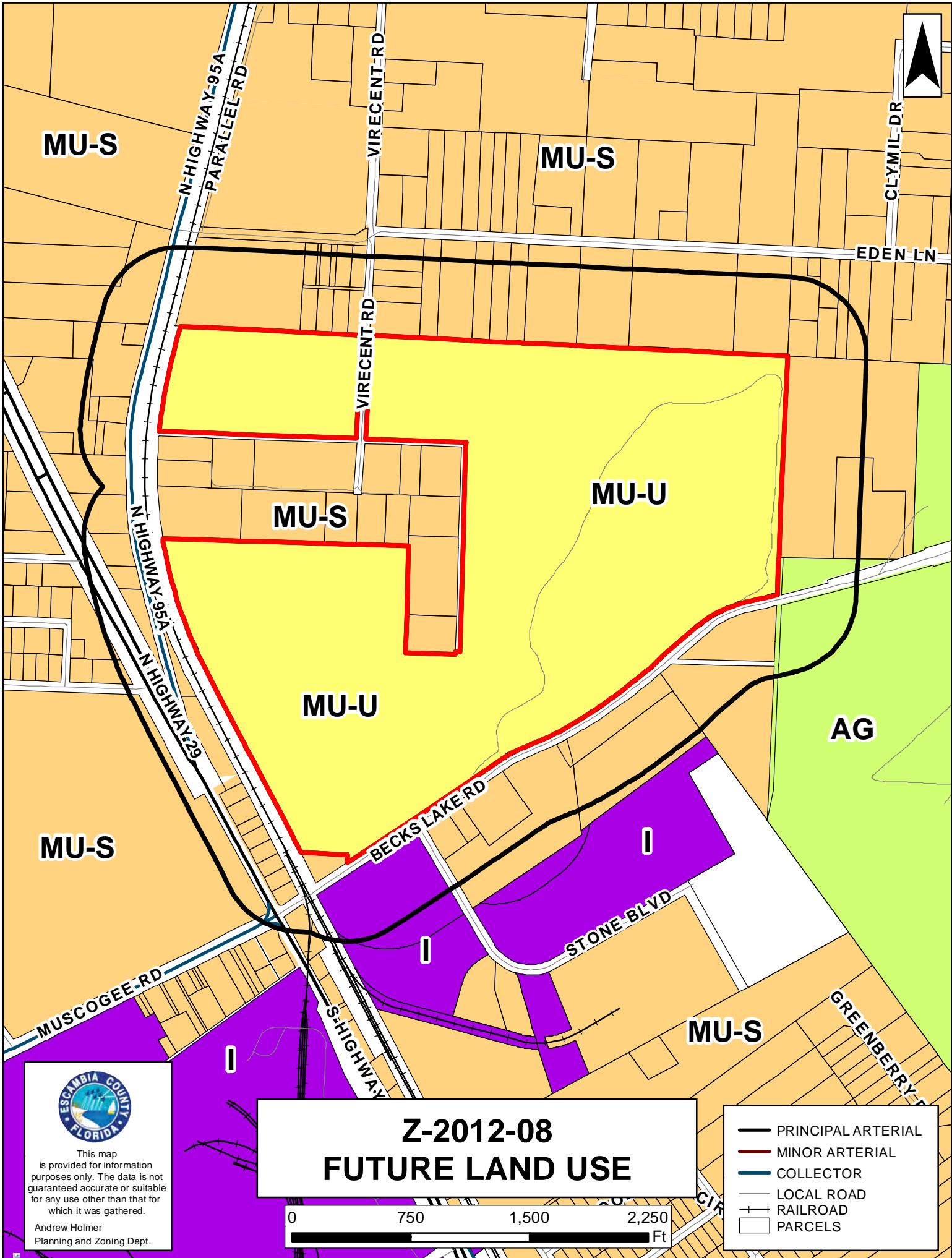

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-08
500' RADIUS ZONING



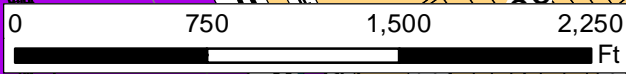
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- RAILROAD
- PARCELS

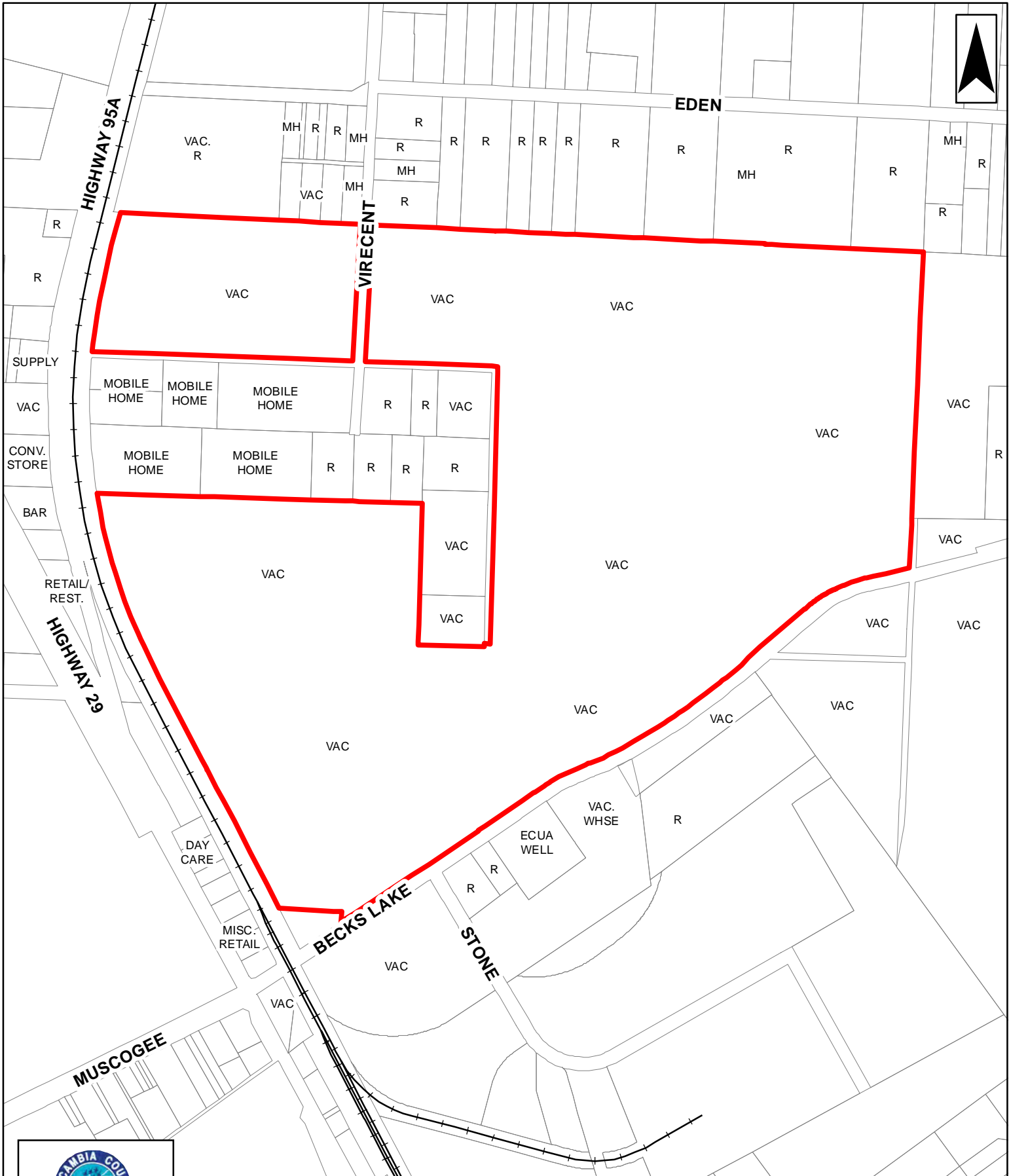

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-08 FUTURE LAND USE



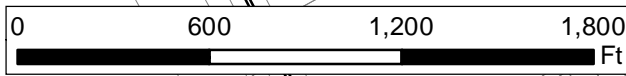
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- LOCAL ROAD
- + RAILROAD
- PARCELS






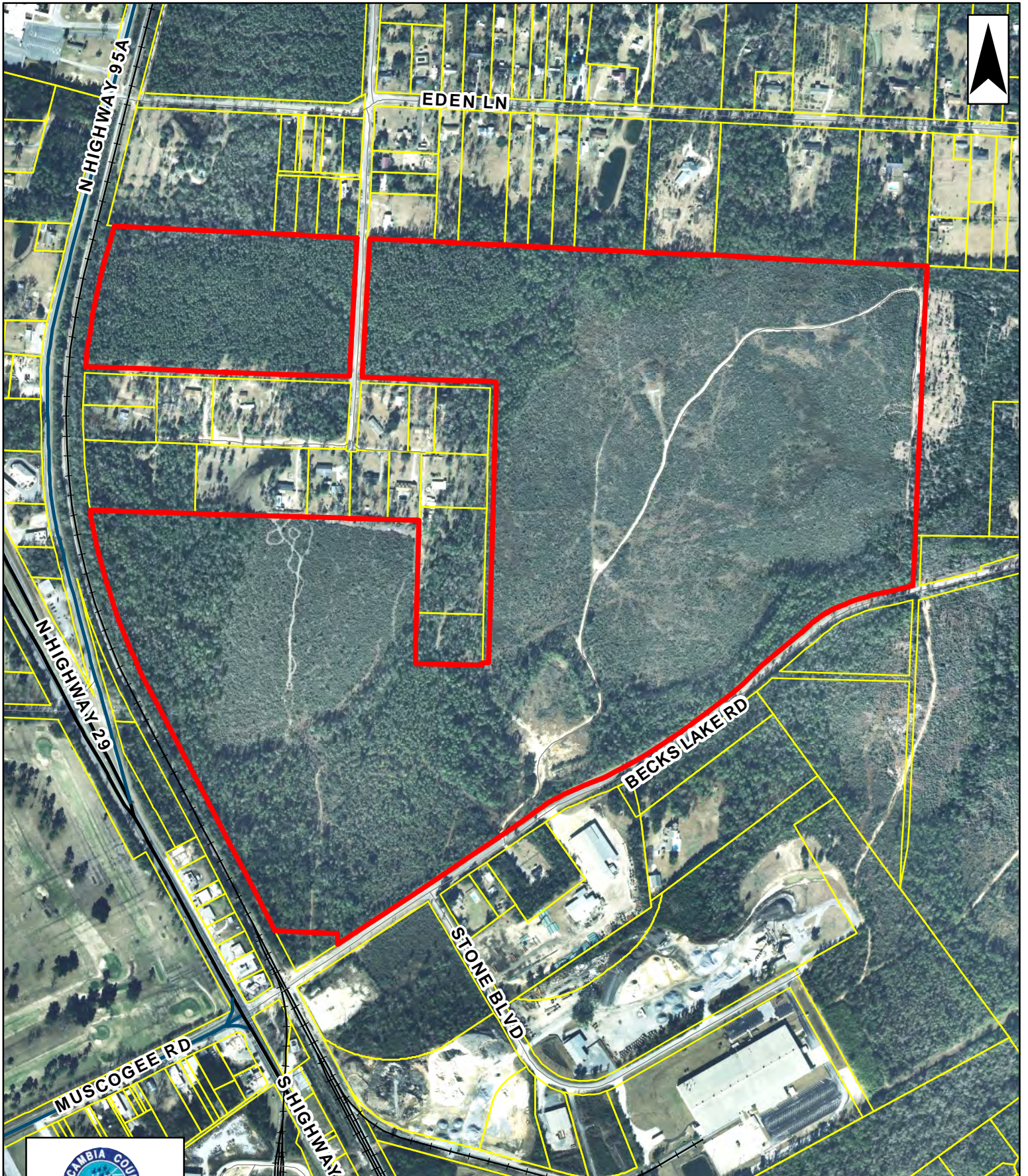
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-08 EXISTING LAND USE



-  RAILROADS
-  PARCELS



EDEN LN


N HIGHWAY 95A

BECKS LAKE RD

STONE BLVD

MUSCOGEE RD

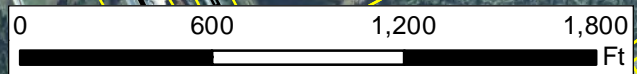
S HIGHWAY









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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-08 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-08

CURRENT ZONING: VAG-1 PROPOSED ZONING: ID-2

PLANNING BOARD

DATE: 5/14/12 TIME: 8:30 a.m.

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 6/28/12 TIME: 5:45 p.m.

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN

PUBLIC MEETING NOTICE



LOOKING NORTH TO THE PARCEL



LOOKING EAST



LOOKING SOUTHWEST



LOOKING WEST



Development Services Bureau

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: GBD/VAG-1 to: ID-2

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

Owner(s) Name: Figure 8 (Florida) LLC Phone: _____

Address: 501 Riverside Avenue, Suite 902 Jacksonville, FL 32202 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: US 29 & Becks Lake Road

Property Reference Number(s)/Legal Description: 11-1N-31-1000-002-001 Escambia County Florida

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.

Ashton Hudson, President Signature of Owner/Agent

Figure 8 (Florida), LLC Printed Name Owner/Agent

2-28-12 Date

Signature of Owner

Printed Name of Owner

Date

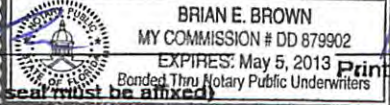
STATE OF Florida COUNTY OF Duval

The foregoing instrument was acknowledged before me this 28th day of Feb 20 12 by Ashton Hudson

Personally Known OR Produced Identification Type of Identification Produced: _____

Brian E Brown Signature of Notary

Brian E Brown Printed Name of Notary

 (notary seal must be affixed)

FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-08

Meeting Date(s): PB 5/14/12 BCC 6/28/12 Accepted/Verified by: A Cam Date: 4/4/12

Fees Paid: \$ 6050 Receipt #: 552579 Permit #: PRZ120400008

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



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-08

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 11-1N-31-1000-002-001

Property Address: NE cor US 29 & Becks Lake Road

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 28th DAY OF February, YEAR OF 2012.

[Signature]
Signature of Property Owner

Figure 8 (Florida), LLC
Printed Name of Property Owner

2-28-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-08

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 200 Becks Lake Road
Florida, property reference number(s) 11-1N-31-1000-002-001

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 _____ day of _____ the year of _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850.232.9853

[Signature]
Signature of Property Owner

Figure 8 (Florida), LLC
Printed Name of Property Owner

2-28-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Duval

The foregoing instrument was acknowledged before me this 28th day of February 20 12
by Ashton Hudson

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

[Signature]
Signature of Notary

Brian E. Brown
Printed Name of Notary

(Notary Seal)





JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Tax Record



Last Update: 4/3/2012 6:23:07 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied upon for such.

Details

Tax Record

» Print View

Legal Desc.

Appraiser Data



Tax Payment

Payment

History

Print Tax Bill

NEW!

Searches

Account Number

GEO Number

Owner Name

Property

Address

Site Functions

Welcome

Property

Taxes

Local Business

Tax

Feedback

County Login

Home

Account Number	Tax Type
11-3240-100	REAL ESTATE

Mailing Address	Property Address
INTERNATIONAL PAPER COMPANY C/O FIGURE 8 FLORIDA LLC 501 RIVERSIDE AVE SUITE 902 JACKSONVILLE FL 32202	0 US 29 & BECKS LAKE GEO Number 111N31-1000-002-001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail	Millage Code	Escrow
NO EXEMPTIONS	06	

Legal Description (click for full description)
111N31-1000-002-001 0 US 29 & BECKS LAKE RD LTS 1 THRU 19 THRU 24 28 THRU 30 32 THRU 42 54 55 AND ALL THAT OF LTS 25 THRU 27 43 THRU 45 51 THRU 53 AND 57 LYING W OF R/W BECKS LAKE RD LEONARD TRACT PLAT DB 100 See Roll For Extra Legal

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value
COUNTY	6.9755	17,245	0	\$17,245
PUBLIC SCHOOLS				
By Local Board	2.2480	17,245	0	\$17,245
By State Law	5.5730	17,245	0	\$17,245
SHERIFF	0.6850	17,245	0	\$17,245
WATER MANAGEMENT	0.0400	17,245	0	\$17,245

Total Millage 15.5215 **Total Taxes**

Non-Ad Valorem Assessments

Code	Levying Authority
NFP	FIRE (CALL 595-4960)



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#) | [Tangible Property Search](#) | [Amendment 1 Calculations](#)

[Back](#)

Reference **Navigate Mode** **Account**

[Printer Friendly Version](#)

General Information	
Reference:	111N311000002001
Account:	113240100
Owners:	INTERNATIONAL PAPER COMPANY
Mail:	C/O FIGURE 8 FLORIDA LLC 501 RIVERSIDE AVE SUITE 902 JACKSONVILLE, FL 32202
Situs:	US 29 & BECKS LAKE RD 32533
Use Code:	TIMBER 3
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$17,245
Total:	\$17,245
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/1992	3212	807	\$1,557,700	WD	View Instr
11/1985	2223	725	\$100	WD	View Instr
11/1985	2147	569	\$7,066,500	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
LTS 1 THRU 12 19 THRU 24 28 THRU 30 32 THRU 42 54 55 AND ALL THAT PART OF LTS 25 THRU 27 43 THRU 45...	
Extra Features	
None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id: 11-1N-31-1
Approx. Acreage: 185.0600
Zoned: GBD VAG-1 VR-1

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED REC'D APR 04 2012
Apr 20, 2011
Secretary of State

DOCUMENT# L10000095599

Entity Name: FIGURE 8 (FLORIDA), LLC

Current Principal Place of Business:

501 RIVERSIDE AVENUE, SUITE 902
JACKSONVILLE, FL 32202

New Principal Place of Business:

Current Mailing Address:

501 RIVERSIDE AVENUE, SUITE 902
JACKSONVILLE, FL 32202

New Mailing Address:

FEI Number: 27-3441982 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK, INC.
11380 PROSPERITY FARMS ROAD #221E
PALM BEACH GARDENS, FL 33410 US

Name and Address of New Registered Agent:

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

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: HUDSON, ASHTON
Address: 501 RIVERSIDE AVE., SUITE 902
City-St-Zip: JACKSONVILLE, FL 32202

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: ASHTON HUDSON

MGR

04/20/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **552579**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400008

Project Name : Z-2012-08

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	001076	\$1,050.00	App ID : PRZ120400008
		\$1,050.00	Total Check

Received From : FIGURE 8 FLORIDA LLC

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400008	645710	1,050.00	\$0.00	200 BECKS LAKE , PENSACOLA, FL

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 4/4/2012
-----------------------	-----------------	---------------	---------------------------------------------------------

LOWERY THOMAS
1320 E OLIVE RD
PENSACOLA FL 32514

MCCRORY TOMMY R
563 EDEN LN
CANTONMENT FL 32533

MCCRORY JOE JR & CLARA S
5416 GLASS DR
PENSACOLA FL 32505

LEGASPI EDUARDO T & MAXINE H
425 EDEN LN
CANTONMENT FL 32533

HATFIELD MARK D & SUL YO
445 EDEN LANE
CANTONMENT FL 32533

WILD OAK FARM LTD
516 LAKEVIEW RD # 8
CLEARWATER FL 33756-3302

FARM HILL LTD
516 LAKEVIEW RD UNIT 8
CLEARWATER FL 33756-3302

HUELSBECK JOHN W
121 COUNTRI LN
CANTONMENT FL 32533

MARABELLA MARGARET STRANZEL
PO BOX 412
CANTONMENT FL 32533

KROCHTA GRACE M
PO BOX 523
CANTONMENT FL 32533

HUELSBECK RICHARD
12006 LURAY CT
LOUISVILLE KY 40245

KROCHTA PETER J
830 VIRECENT RD
CANTONMENT FL 32533

HABER ELIZABETH A
808 WATSON AVE
CANTONMENT FL 32533

KROCHTA MELINDA SUE
4468 HWY 95A
MOLINO FL 32577

HUELSBECK JOSEPH F JR
15 EDEN LN
CANTONMENT FL 32533

MEREDITH TROY D
275 EDEN LN
CANTONMENT FL 32533

DAY JAMES D
361 EDEN LN
CANTONMENT FL 32533

JORDAN WAYNE A & SHIRLEY T
421 EDEN LN
CANTONMENT FL 32533

HOWELL EUNICE H
PO BOX 130
CANTONMENT FL 32533

MUSGROVE ROBERT G & ROBERTA
938 OAK BOWERY RD
ELLISVILLE MS 39437

HALL CHARLES E & DOROTHY H
53 EDEN LN
CANTONMENT FL 32533

BENSON ELIZABETH W
1294 HWY 95 A NORTH
CANTONMENT FL 32533

ARD RUBY ANNETTE LIFE EST
205 EDEN LN
CANTONMENT FL 32533

PINSON KYLE J & DEBORAH S
880 VIRECENT RD
CANTONMENT FL 32533

LEE DAVID E
850 VIRECENT RD
CANTONMENT FL 32533

PEEBLES VERNON M LIFE EST
99 EDEN LN
CANTONMENT FL 32533

THOMAS LARRY & PAMELA ANN
141 EDEN LN
CANTONMENT FL 32533

STUCKEY SYBIL TRUSTEE
121 EDEN LN
CANTONMENT FL 32533

SPRING JO ANNE JONES
PO BOX 776
CANTONMENT FL 32533

SCHWARTZ DAVID L & MELINDA W
411 BECK'S LAKE RD
CANTONMENT FL 32533

RIESENBERG BRYANT B &
4408 CEDARBROOK DR
PENSACOLA FL 32526

FIGURE 8 FLORIDA LLC
501 RIVERSIDE AVE SUITE 902
JACKSONVILLE FL 32202

POWELL VIVIAN W
251 SAN CARLOS RD
CANTONMENT FL 32533

CUTLER VIRGINIA C
295 BECKS LAKE RD
CANTONMENT FL 32533

NEW HOPE HOLINESS CHURCH OF
GOD
408 N HWY 29
CANTONMENT FL 32533

INTERNATIONAL PAPER COMPANY
PO BOX 2118
MEMPHIS TN 38101

PORTER ROSEMARY
PO BOX 746
CANTONMENT FL 32533

CREIGHTON G R & BERTHA G
315 BECKS LAKE RD
CANTONMENT FL 32533

STEPHENS WALTER H
1300 E OLIVE RD
PENSACOLA FL 32514

CREIGHTON CLYDE T JR
5900 S HWY 99
WALNUT HILL FL 32568

BURLINGTON NORTHERN
RAILROAD CO
C/O RAIL AMERICA 7411
FULLERTON ST STE 300
JACKSONVILLE FL 32256

SEVEN STATES TIMBERLANDS LLC
654 NORTH STATE ST
JACKSON MS 39202

EMERALD COAST UTILITIES
AUTHORITY
PO BOX 15311
PENSACOLA FL 32514

SAI KRUPA INC
4031 STEFANI RD
CANTONMENT FL 32533

PENSACOLA SKID & PALLET INC
PO BOX 81
CANTONMENT FL 32533

BETHEA WESS
3041 S CENTURY BLVD
MCDAVID FL 32568

DAVIS NORA B REVOCABLE
1723 E JACKSON ST
PENSACOLA FL 32501

CREWS LINDA
1055 CANDLEWOOD CIR
PENSACOLA FL 32514

MORREAU SHIRLEY MAY
551 VIRECENT DR
CANTONMENT FL 32533

JOHNSON CECIL W SR
652 VIRECENT DR
CANTONMENT FL 32533

TRAWICK TERRY R
651 VIRECENT DR
CANTONMENT FL 32533

NOBLE JEFFREY T & CATHY
690 VIRECENT DR
CANTONMENT FL 32533

WOODS DOROTHY
670 VIRECENT DR
CANTONMENT FL 32533

DOTEN TROY A & KAY L
682 VIRECENT DR
CANTONMENT FL 32533

CUMMINS SHARON K
PO BOX 639
CANTONMENT FL 32533

MILSTEAD HAROLD L SR
676 VIRECENT RD
CANTONMENT FL 32533

KING EDMON I JR & BRENDA A
819 HWY 95-A N
CANTONMENT FL 32533

THAMES CARRIE W
809 HWY 95-NORTH
CANTONMENT FL 32533

JOHNSON WILLIAM R
319 CROWDALE RD
CANTONMENT FL 32533

JOHNSON HARLAN
PO BOX 10537
PENSACOLA FL 32524

NORTHSIDE PLAZA LLC
C/O BECK PROPERTY COMPANY
4890 BAYOU BLVD
PENSACOLA FL 32504

HOLT PATRICIA D
9130 COVE AVE
PENSACOLA FL 32534

WEBER ROBERT A JR & ANNA V
920 COMMONWEALTH RD
PENSACOLA FL 32504-7022

TRAIL THOMAS R & MEREDITH M
530 BECKS LAKE RD
CANTONMENT FL 32533-8402

SCHWARTZ DAVID L
411 BECKS LAKE RD
CANTONMENT FL 32533

MIDLAM SANDRA A
120 VAUGHN ST
CANTONMENT FL 32533

HARRIS CHARLES T
98 MORRIS AVE
CANTONMENT FL 32533

SCHOENFELD RON MONTE
1080 HWY 98E UNIT 705
DESTIN FL 32541-2947

MCDUFFIE WILLIE W & CAROLYN
554 BECKS LAKE RD
CANTONMENT FL 32533

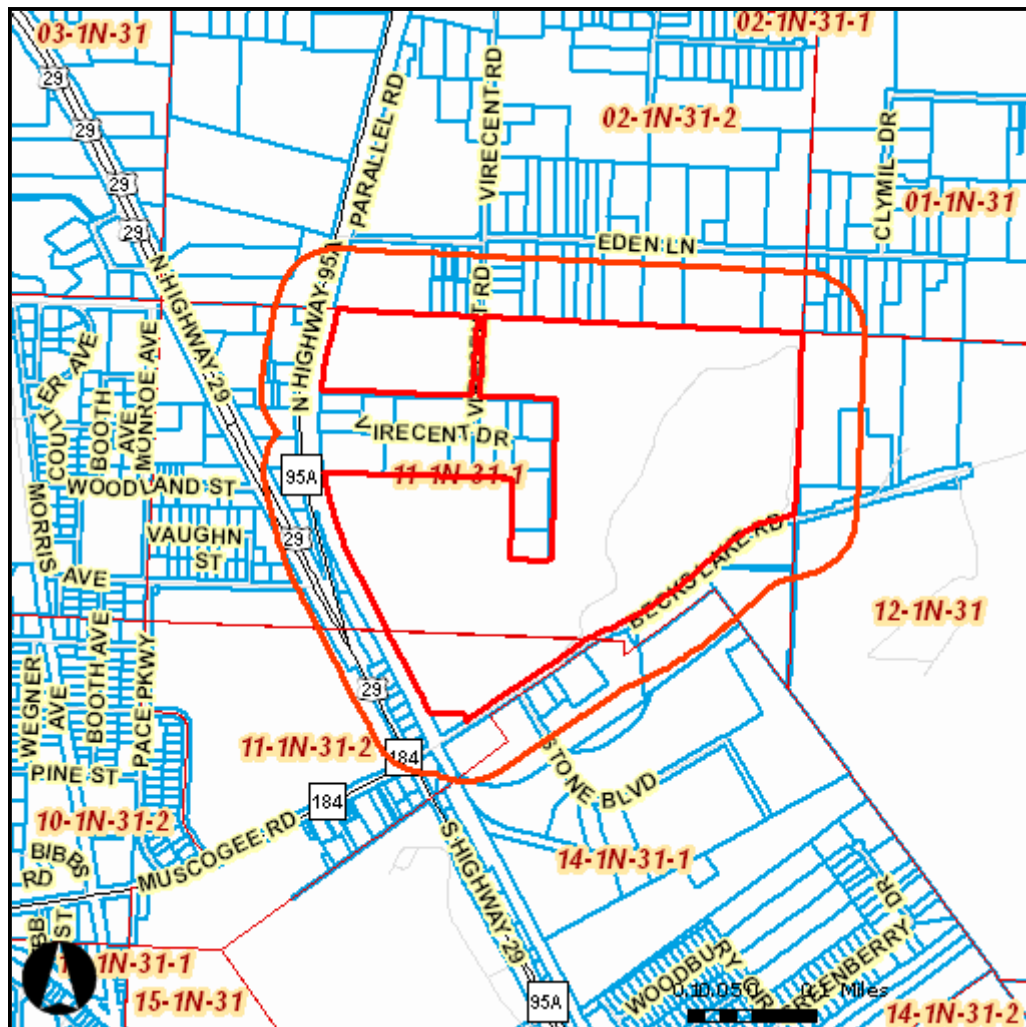
MCCURDY WILLIAM E & BETTY L
6645 ANGUS LN
MOLINO FL 32577

GRAY CALVIN R
9590 PINECONE DR
CANTONMENT FL 32533

JANMARENE CORPORATION
2525 MAPLE WAY
CANTONMENT FL 32533

BLACK GOLD OF NORTHWEST
FLORIDA LLC
106 STONE BLVD
CANTONMENT FL 32533

ECPA Map



Map Grid



Major Roads

- City Road
- 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.

Left -
Did not speak



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 5/13/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case # 2-2012-11 § 2-2012-08 OR Agenda Item Number/Description:

In Favor Against

*Name: CATHY NOBLE

*Address: 690 Vincent *City, State, Zip: Cant. FLA

Email Address: / Phone: 380-9301

Please indicate if you:

- would like to be notified of any further action related to the public hearing item.
- do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 08 + 09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton W *City, State, Zip: PACE

Email Address: budpage1@mchs1.com Phone: 232-9853

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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Z-2012-09

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1 with them?
 2 MR. PAGE: Yes, we do.
 3 MR. BRISKE: Mr. Page acknowledged he does.
 4 Pleasure of the Board. Further discussion or the
 09:41AM 5 Chair will entertain a motion.
 6 MS. DAVIS: I would like to place a motion,
 7 please. I'm going to sign the Petitioner's
 8 request for a change in zoning from VAG-1 to ID-1
 9 together with Staff's findings and accept the
 09:41AM 10 findings of the Staff, I should say.
 11 MR. BRISKE: Thank you, Ms. Davis.
 12 Mr. West.
 13 MR. WEST: So it's clear on the record, if you
 14 could just include in the motion that it's the
 09:42AM 15 revised findings that Mr. Jones has presented.
 16 MR. BRISKE: Ms. Davis.
 17 MS. DAVIS: I recommend that we accept the
 18 revised findings of the Staff on zoning Case
 19 Z-2012-08 requesting VAG-1 to ID-1.
 09:42AM 20 MR. BRISKE: Thank you for the motion. Do I
 21 have a second?
 22 MR. TATE: Second.
 23 MR. BRISKE: Seconded by Mr. Tate. Any
 24 discussion? All those in favor, say aye.
 08:35AM 25 (Board members vote.)
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: Motion carries unanimously. All
 4 right.
 5 *****
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 TAYLOR REPORTING SERVICES, INCORPORATED

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1 **CASE: Z-2012-09**
 2
 3 APPLICANT: Wiley C. "Buddy" Page, Agent for Rick Evans,
 Owner
 4 ADDRESS: 2006 Border Street
 PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023
 5 FUTURE LAND USE: MU-U, Mixed Use Urban
 COMMISSIONER DISTRICT: 3
 6 OVERLAY AREA: Englewood Redevelopment Area
 7 FROM: R-5, Urban Residential/Limited Office District,
 (cumulative) High Density
 8 ID-1, Light Industrial District (cumulative) (no residential
 uses allowed)
 9
 10 TO: ID-2, General Industrial District (noncumulative)
 11
 12 MR. BRISKE: Our next case is case Z-2012-09.
 13 And this is a request from R-5, Urban Residential,
 14 Limited Office District High Density ID-1 to ID-2,
 09:43AM 15 General Industrial District.
 16 Members of the Board, has there been any
 17 ex parte communication between you, the Applicant,
 18 the Applicant's agents, attorneys, witnesses, fellow
 19 Planning Board members or anyone from the general
 08:56AM 20 public prior to this hearing? I'll also ask if you
 21 visited the subject site. And please disclose if
 22 you are a relative or a business associate of the
 23 Applicant or the Applicant's agent.
 24 Starting with Mr. Stitt.
 08:56AM 25 MR. STITT: Mr. Chairman, no to all the above.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. HIGHTOWER: None to all the above.
 2 MR. GOODLOE: No ex parte or relation to the
 3 owners, but I have visited the site.
 4 MR. WOODWARD: No to all of the above.
 08:51AM 5 MR. BRISKE: The Chairman, no to all of the
 6 above.
 7 MR. TATE: No to all of the above.
 8 MS. DAVIS: No to all of the above.
 9 MR. WINGATE: I am familiar with the property.
 08:51AM 10 I just drove by to observe.
 11 MS. SINDEL: No to all of the above.
 12 MR. BRISKE: Thank you. Staff, was there a
 13 notice of hearing sent to all the interested
 14 parties?
 08:51AM 15 MS. HALSTEAD: Yes, sir, it was.
 16 MR. BRISKE: Thank you. And was that notice of
 17 the hearing also posted on the subject property?
 18 MS. HALSTEAD: Yes, sir.
 19 MR. BRISKE: If there are no objections by Mr.
 08:51AM 20 Page, we'll have the Staff present the maps and the
 21 photographs.
 22 MR. LEMOS: Juan Lemos, Escambia County
 23 Planners.
 24 The locational wetlands map is up on your
 09:44AM 25 screen showing the location of the parcel with no
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 wetlands. This is the aerial photograph for the
 2 parcels. Future land use showing Mixed Use Urban.
 3 The existing land uses of the property surrounding
 4 the proposed parcel. This is our 500 foot buffer
 09:44AM 5 and shows the zoning for the surrounding areas
 6 within the 500 foot buffer. This is our public
 7 meeting sign, posted sign.
 8 This is looking towards the southwest. Looking
 9 towards the west from the property. Looking
 09:45AM 10 northeast. This is looking at the actual site on
 11 this and looking northeast. This is looking
 12 northwest from the site. And looking southwest.
 13 This is our 500 foot radius map for the mailings and
 14 the mailing list.
 09:45AM 15 MR. BRISKE: Board members, any questions of
 16 the maps or the photography?
 17 Okay. Mr. Page. Sir, I'll remind you that
 18 you're still under oath. And if you would, just
 19 again for this case, please state your name and
 09:45AM 20 address.
 21 MR. PAGE: Thank you, Mr. Chairman. Buddy
 22 Page, 5337 Hamilton Lane in Pace.
 23 MR. BRISKE: Thank you, sir.
 24 MR. PAGE: Mr. Chairman –
 09:46AM 25 MR. BRISKE: I'm sorry. I have to ask you
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 these questions because we're quasi-judicial. Do
 2 you understand that you have the burden of providing
 3 substantial competent evidence that the proposed
 4 rezoning is consistent with the Comprehensive Plan
 09:46AM 5 and further the goals, objectives and policies of
 6 that plan, and is not in conflict with any portion
 7 of the County's Land Development Code?
 8 MR. PAGE: Yes, I do.
 9 MR. BRISKE: And have you received a copy of
 09:46AM 10 the rezoning hearing package with the Staff's
 11 Findings-of-Fact?
 12 MR. PAGE: I have, Mr. Chairman.
 13 MR. BRISKE: Thank you, sir. Please proceed.
 14 MR. PAGE: Thank you, Mr. Chairman. A brief
 09:46AM 15 history of this site, Mr. Chairman, I think is in
 16 order. This particular site has been used
 17 historically as the Hinote Septic Tank – concrete
 18 septic tank business since 1956. And they produced
 19 probably, I would say for many years, the only
 09:46AM 20 concrete septic tank product available in two or
 21 three counties for some period of time.
 22 When it was purchased, they wanted to continue
 23 that type of use, given the fact that it is a very
 24 small parcel of property. They had a batch plant
 09:47AM 25 concrete operation ongoing, which is basically a
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 portable type of device with the tanks up in the
 2 air. The product is made. And it is either formed
 3 there or it's sold by the cubic yard to landscapers
 4 or a truck type of operation.
 09:47AM 5 About a month and a half after they began doing
 6 this with the different type of equipment, they
 7 received a – actually, a code enforcement officer
 8 apparently drove by and told them that they would
 9 probably need to check rezoning because they didn't
 09:48AM 10 think a concrete plant in that particular area was
 11 an allowed use. So the owner and his partners
 12 checked, and sure enough – it was prior to my
 13 time – wasn't allowed. Simply was not allowed in
 14 that area even though it had been used for that type
 09:48AM 15 of thing for some period of time.
 16 So they set about to change the zoning to a
 17 category that would allow that type of operation.
 18 And under Criteria 1, consistency with the
 19 Comprehensive Plan, Mr. Chairman, it talks about not
 09:48AM 20 being consistent, but it would be for compatible
 21 infill. The owners of the property feel – felt and
 22 still feel what they are proposing is compatible
 23 with the area. It is rail front, as the Board
 24 knows. It has an operation north of it and south of
 09:49AM 25 it that is highly nonresidential. The property has
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 – a portion of it is industrial now, ID-1, but they
 2 simply could not put that use in place.
 3 And it also says here under Criteria 2, Mr.
 4 Chairman, moving on to that – and I read under
 09:49AM 5 605.18, the uses for which this district is designed
 6 to accommodate include general assembly warehousing
 7 and distribution facilities; in addition, major
 8 repair and service activities, as well as
 9 manufacturing activities meeting performance
 09:49AM 10 standards.
 11 So we originally thought that – this is a
 12 small operation. By the time you take the two acres
 13 and take away the landscaping, the holding pond that
 14 was designed for it and engineered, by the time you
 09:50AM 15 take all that away it's going to be small operation.
 16 And these portable type of concrete facilities
 17 certainly meet the EPA and the Florida DEP
 18 requirements on the thing that concrete plants
 19 always have to fight, and that's called fugitive
 09:50AM 20 dust emissions. They have baffles, they have fans,
 21 they have a number of things to control fugitive
 22 dust or dust that escapes out. So we felt like we
 23 could meet all of that being – in many other areas
 24 it already does meet those qualifications. Why
 09:50AM 25 can't it meet it here. And by doing that then it
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 could be something that does not produce a noxious
 2 use and it would then meet performance standards.
 3 Under roadway access, moving along. One of the
 4 other concerns that was presented here is that of
 09:50AM 5 something like this being located on what is
 6 essentially a residential street. Mr. Chairman,
 7 Border Street might have some residences on the
 8 westerly side of Border Street, but we would submit
 9 that Border Street always has been and will continue
 09:51AM 10 to be a shortcut underneath the viaduct at Mobile
 11 Highway where Martines used to be, straight up and
 12 connecting into Fairfield Drive. It is not a
 13 classic residential street where people just simply
 14 pull in, go a certain number of blocks and pull into
 09:51AM 15 their homes.
 16 On the right-hand side, almost exclusively all
 17 the way up, it is either an ID-1 or 2 type of
 18 activity, not necessarily being zoned for that. So
 19 we think that roadway access in terms of some
 09:51AM 20 concern about Border being designated as just a
 21 local residential road is perhaps a misnomer.
 22 Almost comparing that to the same thing as
 23 Stumpfield Drive going through Marcus Pointe before
 24 it gets back into the industrial area. There are
 09:52AM 25 tractor trailer trucks that drive right through that

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1 subdivision to get to the back, and that's a County
 2 industrial park designed just that way. So we don't
 3 think that what we are requesting here is certainly
 4 going to have much more impact than a tractor
 09:52AM 5 trailer truck pulling in front of quarter million
 6 dollar home in the Marcus Pointe area.
 7 And, Mr. Chairman, also under industrial use
 8 criteria, I read under Number 4, it says, sites for
 9 industrial uses shall be located in convenient areas
 09:52AM 10 to the labor supply, raw materials and sources for
 11 market areas. We think that being located in there
 12 certainly would give rise to some economic
 13 opportunity. And the owners are aware that it is in
 14 a redevelopment area. As a matter of fact, Border
 09:52AM 15 Street separates Englewood Redevelopment area from
 16 yet another redevelopment area right across the
 17 street. They also are aware that there are a number
 18 of financial incentives involved in being in a
 19 community redevelopment area, especially where there
 09:53AM 20 may be some subsidy towards wages for a certain
 21 period of time if you meet the criteria of hiring
 22 people that are within that particular area. So
 23 they're aware of that and will certainly take
 24 advantage, if approved.
 09:53AM 25 Under Criteria 5, the effect on the natural

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1 environment. They have documentation that the type
 2 of equipment that they have operating on the site,
 3 which they removed when they found out it was not
 4 zoned, that can meet that type of situation.
 09:53AM 5 The development patterns that are in that area,
 6 we have not observed any new type of residential
 7 activities going on in there. It appears to us that
 8 when something becomes available it becomes
 9 converted over to a nonresidential use.
 09:53AM 10 And, Mr. Chairman, with regard to comments from
 11 the community redevelopment area, my only comment
 12 perhaps would be in response to Item 2, which has a
 13 percentage breakdown that says at the very end of
 14 that paragraph, the majority of the industrial uses
 09:54AM 15 are located along the railroad track west of
 16 Hollywood Avenue. That's right where we are.
 17 That's exactly where we are. So that's the only
 18 response we would have probably for that.
 19 I would also, in closing, Mr. Chairman,
 09:54AM 20 indicate to you that as a roadmap of activity, if
 21 you will, we know and this Board knows if we have a
 22 particular type of use that we need to change the
 23 adopted map, we have a procedure dealing with Staff
 24 in terms of filling out the appropriate forms. We
 09:55AM 25 know the roadmap on how to go before this body and

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1 the County Commissioners and have things presented
 2 for consideration for change. That's not the case
 3 with the community redevelopment area process.
 4 And I was just speaking Mr. Wilkins about that.
 09:55AM 5 There is no procedure. There is no application to
 6 make changes to that. If this Board reviewed and
 7 approved that in 2009 and it went to the County
 8 Commissioners, we don't know how to change it.
 9 There's no process. There's no roadmap for that.
 09:55AM 10 So we have a conundrum here. While we can deal with
 11 one body, we can't necessarily openly deal with the
 12 other, because to date, that's simply not been
 13 considered and put into place. Mr. Wilkins may
 14 certainly correct me on that, but that was my
 09:55AM 15 understanding of our discussion.
 16 So Mr. Chairman, we are requesting the ID-2
 17 because of a specific use that the owner was using
 18 the property for, shut it down, moved it off site.
 19 Matter of fact, is in operation right now. I think
 09:56AM 20 Mr. Campbell has it up in the good town of Century
 21 right now, operating up there benefiting those
 22 folks, but he wants to bring that back down and set
 23 it up at that location.
 24 The other problem that we have – and I'll
 09:56AM 25 close with this – is ID-2 is very similar to what

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1 this Board looked at over the past year or so as far
 2 as the things that are allowed under C-1 – or
 3 rather C-2, the bars, the nightclubs and how that
 4 competes and generally gets a lot of neighborhoods
 09:56AM 5 up in arms when they hear that type of thing is
 6 coming in because it will allow that. Well, this
 7 Board separated that out so that it now has its own
 8 specific use. The problem we have with ID-2 is –
 9 and this would be a complicated one, and I
 09:56AM 10 acknowledge for the Staff – would be to identify
 11 some of those things that would require ID-2
 12 categories that could be compatible. We think we
 13 have something here that meets all the rules and
 14 regulations but it happens to be a concrete plant,
 09:57AM 15 and for that name, it's simply shipped over to
 16 something that is very difficult to accomplish in
 17 these types of areas.
 18 So Mr. Chairman, I will conclude my remarks.
 19 Thank you.
 09:57AM 20 MR. BRISKE: Board members, questions of Mr.
 21 Page 4.
 22 MR. TATE: I have a question.
 23 MR. BRISKE: Mr. Tate.
 24 MR. TATE: Mr. Page, you mentioned that this
 09:57AM 25 was an ongoing use. You just mentioned that it's
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1 since shut down and moved. And that's occurred
 2 since code enforcement came; is that correct?
 3 MR. PAGE: That's correct.
 4 MR. TATE: Prior to code enforcement coming,
 09:57AM 5 this was a – the septic tanks that were formed and
 6 built there, that continued to be in operation? It
 7 was the company that was sold or was that closed and
 8 somebody else bought it and is doing the same thing?
 9 I need to understand.
 09:57AM 10 MR. PAGE: I think a fair assessment would be
 11 to say that the Hinote plant shut down. Some period
 12 of time passed. This owner got together with some
 13 guys up in Cantonment that are in the concrete and
 14 rock business. They decided to buy the property.
 09:58AM 15 And I think it was closed down for more than –
 16 perhaps more than a year.
 17 MR. TATE: So it wasn't a continuing operation?
 18 MR. PAGE: That's a fair statement, yes, sir.
 19 MR. TATE: Thank you. That's all the questions
 09:58AM 20 I have.
 21 MR. BRISKE: Mr. Page, did you have any other
 22 witnesses that you wanted to present?
 23 MR. PAGE: No, sir.
 24 MR. BRISKE: Any other questions from the
 09:58AM 25 Board? Okay. Staff's findings, please.
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1 MR. LEMOS: Chairman, Board members, I would
 2 like to say, because this is in the Englewood
 3 Redevelopment area, I would ask you to please
 4 consider having the representative from the
 09:58AM 5 redevelopment area after I go through my findings,
 6 so they can present their findings.
 7 Once again, this is R-5, ID-1, requesting ID-2,
 8 General Industrial District, noncumulative.
 9 From our findings, number one, the proposed
 10 amendment is not consistent with the intent and
 11 purpose of CPP Future Land use 1.3.1 Future Land Use
 12 Categories, as stated above in the intent of the
 13 Mixed Use Urban category. It does allow for intense
 14 residential uses and nonresidential uses,
 15 commercial, for compatible infill development.
 16 Furthermore, the range of uses extends from
 17 residential to light industrial. Staff concurs that
 18 the cumulative nature of the ID-2 zoning category
 19 does allow for light industrial which is
 20 specifically mentioned in the Mixed Use Urban.
 21 However, the allowable uses within the ID-2 zoning
 22 category extend beyond light industrial. As a
 23 matter of fact, the allowable uses of ID-2 include
 24 heavy industrial land uses, highly intense
 25 manufacturing and processing operations,
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1 construction, heavy equipment operations, and other
 2 equivalent concentrations of potential noxious uses.
 3 With this understanding, Staff concludes that the
 4 future land use designation of Mixed Use Urban is
 5 not consistent with the proposed rezoning request of
 6 ID-2.
 7 The proposed amendment is also not consistent
 8 with the intent and purpose of CPP Future Land Use
 9 1.1.10 Locational Criteria further addressed with
 10 the Land Development Code consistency.
 11 Criterion 2. Under Criterion 2, the proposed
 12 amendment is not consistent with the roadway access
 13 requirements as stated in LDC 6.05.17.F of the Land
 14 Development Code which states that access to the
 15 parcel must be from a collector or arterial roadway.
 16 Direct access to the property is provided by Border
 17 Street, a local public two lane roadway. Should
 18 this amendment be approved, the industrial
 19 locational requirements set forth in LDC 7.20.07
 20 will be reviewed during the site plan review
 21 process. There are no natural systems or sensitive
 22 lands that may be affected by this proposed request.
 23 Under Criterion 3, the proposed amendment is
 24 not compatible with the surrounding existing uses in
 25 the area. Within the 500 foot radius impact area,
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1 Staff observed properties with zoning districts
 2 ID-1, C-2 and R-5. Cloverland Subdivision, Property
 3 Book 3, Page 52 is within the radius. There are 21
 4 single family residences, one mobile home park, six
 5 mobile homes, seven vacant residential properties,
 6 one church and four open storage properties and one
 7 wholesale parcel.
 8 Under Criterion 4, the proposed amendment does
 9 have changed conditions that impact the rezoning
 10 request by the applicant. This parcel is designated
 11 as part of the Englewood Community Redevelopment
 12 Area, under the Community Redevelopment Plan adopted
 13 by the Board of County Commissioners on July 6, 2000
 14 and updated March 19, 2009. It appears that the
 15 proposed amendment, as stated, would not meet the
 16 intent of the adopted plan. This issue will have to
 17 be addressed by the Community Redevelopment Agency
 18 staff.
 19 Criterion 5, according to the National Wetland
 20 Inventory, wetlands and hydric soils were not
 21 indicated on the subject property. There are no
 22 natural systems or sensitive lands that may be
 23 affected by this proposed request. When applicable,
 24 further review during the site plan review process
 25 will be necessary to determine if there will be any
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1 significant adverse impact on the natural
 2 environment.
 3 And Criterion 6, the proposed amendment will
 4 not result in a logical and orderly development
 5 pattern, as the allowed uses and intensities for the
 6 ID-2 zoning are incompatible with the intent of the
 7 Englewood Redevelopment Plan, which identify the
 8 less intense industrial uses and specific standards
 9 adopted by the County Commissioners for the
 10 redevelopment area.
 11 That concludes the findings.
 12 MR. BRISKE: Board members, any questions for
 13 the Findings-of-Fact?
 14 Mr. Page, do you wish to cross-examine?
 10:03AM 15 MR. PAGE: No, sir.
 16 MR. BRISKE: Okay. Thank you. David, are you
 17 going to be the one presenting? Please come
 18 forward.
 19 (WHEREUPON, the Mr. Forte was sworn).
 10:03AM 20 MR. BRISKE: David, please state your name and
 21 address and your position for the record?
 22 MR. FORTE: David Forte, Urban Planner II, with
 23 the Escambia County Community Redevelopment Agency.
 24 Pleasure to see the Board again. I believe
 10:03AM 25 there's only one Board member since the last time
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1 I've been here, so Mr. Woodward, nice to meet you.
 2 MR. WOODWARD: Thank you.
 3 MR. FORTE: I would like to go through the CRA
 4 comments, if that's okay, just to get them on the
 10:03AM 5 record.
 6 MR. BRISKE: Okay.
 7 MR. FORTE: This is for 2006 Border Street,
 8 Z-2012-09 in the Englewood Redevelopment District.
 9 The rezoners request for the above mentioned
 10:04AM 10 property is located in the Englewood Community
 11 Redevelopment area. The plan which was originally
 12 adopted by the Board of County Commissioners in July
 13 of 2000 and updated in March of 2009 is intended to
 14 accomplish several key objectives to help revitalize
 10:04AM 15 and improve the Englewood Redevelopment District.
 16 These key objectives include appearance, citizen
 17 involvement, code compliance, infrastructure
 18 improvements, residential and commercial
 19 reinvestment, traffic commingling and circulation
 10:04AM 20 and zoning and land use administration.
 21 The zoning and land use objective is intended
 22 to support and implement zoning policies that
 23 protected residential neighborhoods and encourage
 24 compatible commercial, industrial reinvestment.
 10:04AM 25 MR. BRISKE: David, if I could ask you – this
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1 is part of the record as part of the
 2 Findings-of-Fact. So if you would just summarize
 3 each of them instead of reading them verbatim, just
 4 in the essence of time. So just summarize the
 10:04AM 5 comments, because we have the verbatim – the
 6 document is in the record.
 7 MR. FORTE: Yes, sir. Will do.
 8 MR. BRISKE: Thank you.
 9 MR. FORTE: Comment Number 1, we state on Page
 10:05AM 10 8, the redevelopment plan, major findings were as
 11 follows: It talks about, and particularly Number 2,
 12 a secondary – a second priority is reinvestment in
 13 the four principal commercial corridors, Pace
 14 Boulevard, West Street – W Street, E Street and
 10:05AM 15 Fairfield Drive. The Border Street, Hollywood
 16 Avenue railroad corridor affords a unique
 17 opportunity for an urban, commerce or a light
 18 industrial park.
 19 One of the major findings in the ERP was – the
 10:05AM 20 ERP, I'm sorry, the Englewood Redevelopment Plan –
 21 was the potential opportunity for the urban commerce
 22 or light industrial park.
 23 The concern for the rezoning to the ID-2 zoning
 24 district would allow more intense industrial uses
 10:05AM 25 such as land use, rendering plants, slaughter
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1 houses, junk yards, salvage yards and such.
 2 Number 2, ERP on Page 17 touches on the
 3 existing land uses for the Englewood Redevelopment
 4 District. Mr. Page had talked about the percentages
 10:06AM 5 earlier. That is correct, it does state though, the
 6 CRA understands that the industrial uses are a
 7 tremendous economic factor when properly planned and
 8 managed. Industrial uses are in the vast minority
 9 throughout the Englewood Redevelopment District and
 10:06AM 10 definitely need proper promotion for the economic
 11 viability of the area.
 12 The CRA supports existing uses allowed under
 13 this ID-1 zoning. However, the additional intensive
 14 uses that in turn would be allowed under the IS-2
 10:06AM 15 zoning district would become intrusive to the
 16 surrounding residential areas.
 17 Number 3, we talk about – the CRA talks about
 18 the inconsistency with the Future Land Use, MU-U,
 19 and we support Staff's findings. The current zoning
 10:06AM 20 of ID-1 supports the intent of the MU-U, Future Land
 21 Use. However, the proposed rezoning to ID-2 would
 22 be in conflict with the MU-U category as ID-2 allows
 23 for the uses I've stated earlier.
 24 The applicant, in the CRA's position, would
 10:07AM 25 need to apply for a future land use map amendment to
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1 amend to MU-U to ID-1 prior to the rezoning request
 2 for – to meet the plan that they are intending.
 3 Number 4. I'll just state that the proposed
 4 rezoning from ID-1 to ID-2 would create the first
 10:07AM 5 and only ID-2 zoning property within the Englewood
 6 Redevelopment District. The CRA feels the zoning
 7 amendment would result in spot zoning, and as
 8 mentioned above in Comment Number 3, the amendment
 9 would be inconsistent with the future land use
 10:07AM 10 category of MU-U. As the Border Street, Hollywood
 11 Avenue corridor has the potential to become urban
 12 commerce or light industrial park serviced by the
 13 existing railroad, the CRA cannot support the
 14 rezoning of the current ID-1 to ID-2. CRA
 10:07AM 15 respectfully requests that the Board deny the
 16 rezoning request.
 17 I would like to ask one thing, if I can. I
 18 believe Mr. Page was talking about, and Mr. Tate you
 19 were asking about when the use was ended or stopped
 10:08AM 20 and then reopened or done again. A nonconforming
 21 use – and I think Horace can touch on this better
 22 than I can – the nonconforming use, I believe you
 23 have 365 days, one year to –
 24 MR. JONES: Yes.
 10:08AM 25 MR. FORTE: That you can, I guess, go back and
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1 redo the use that's been – that's occurred on that
 2 site. However, when you go over that 365 day limit
 3 you have to go back and meet what the Land
 4 Development Code or any codes of the County require.
 10:08AM 5 So I would like to just state that.
 6 MR. BRISKE: Okay.
 7 MR. WOODWARD: Let me just ask you a question.
 8 So you're saying this is not a grandfathered
 9 situation?
 10:08AM 10 MR. FORTE: Grandfathered in up to that 365
 11 days. So it's a nonconforming –
 12 MR. WOODWARD: If it was a nonconforming use
 13 that predated the plan, wouldn't it be allowed to
 14 continue as long as it didn't have the one year
 10:09AM 15 interruption; is that correct, Horace?
 16 MR. JONES: And that is –
 17 MR. FORTE: Correct. It's the one year
 18 interruption that –
 19 MR. WOODWARD: And this was not used for over a
 20 year?
 21 MR. JONES: That's correct.
 22 MR. WOODWARD: So the grandfathering is gone?
 23 MR. JONES: Absolutely.
 24 MR. BRISKE: David, Mr. Page indicated that
 10:09AM 25 there is no mechanism in place for adjustments to be
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1 made to your plan. Could you address that or maybe
 2 someone else can address that?
 3 MR. FORTE: I know Keith was – I think he was
 4 saying Mr. Wilkins had a conversation. The only
 10:09AM 5 thing I could say is these plans are – they go
 6 through an extensive public participation process
 7 where we meet with probably three or four workshops,
 8 with all the residents in the areas. They are
 9 brought before the Planning Board and the Board of
 10:09AM 10 County Commissioners for adoption. We do our best
 11 to try to every year update one of our plans. So
 12 this year we're actually working on Brownsville.
 13 Last year we did Barrancas. So about every five
 14 years each plan will be updated. That's what I
 10:10AM 15 could speak about.
 16 MR. BRISKE: But there's no mechanism for
 17 amendment. Mr. Wilkins?
 18 Good morning, sir. Please be sworn in.
 19 (WHEREUPON, Mr. Wilkins was sworn).
 10:10AM 20 MR. BRISKE: Please state your name, address
 21 and position for the record.
 22 MR. WILKINS: Good morning. My name is Steve
 23 Wilkins. I am Escambia County's Director of
 24 Community and Environment, 221 Palafox Place.
 10:10AM 25 I wasn't in the room when Mr. Page made the
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1 comments, so I don't know exactly what was said.
 2 However, our conversation prior was with regards to
 3 the ability to amend plans. But a point to be made,
 4 I believe, is that the CRA plans are just that, they
 5 are plans. They are not in code. Therefore, there
 6 is nothing necessarily to appeal or nothing to be
 7 applied regulatorily in the sense of the Land
 8 Development Code. And that was the discussion we
 9 had with regards to amending a boundary of a CRA
 10 area, because those areas are adopted by ordinance.
 11 So to amend that you would have to amend an
 12 ordinance.
 13 But otherwise, as far as regulatory standards
 14 go with the plans, they are plans and therefore,
 15 appeals don't necessarily apply. And so that's the
 16 context of hearing that secondhand. If you have any
 17 questions I'll be glad to answer them.
 18 MR. BRISKE: Mr. Page, do you have any
 19 questions for these witnesses, either David or Mr.
 20 Wilkins?
 21 MR. PAGE: Mr. Chairman, my comment perhaps
 22 would be more of an administrative one. You are
 23 being asked to listen to a presentation today from
 24 CRA for which a document exists that, as I indicated
 25 earlier, can't be changed. I'm not necessarily
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1 interested in a conversation on changing the
 2 boundary of the CRA as much as I am the designated
 3 land use recommendations that are made therein.
 4 There's no mechanism for that.
 5 As Mr. Wilkins indicated, too, it's not a part
 6 of the code. This Board, set up under 163, is
 7 responsible for all of the activities associated
 8 with the Comprehensive Plan and the Land Development
 9 Code, not the CRA as it's presently configured. So
 10 it's difficult for me to understand why this Board
 11 has to hear that presentation when you can't vote on
 12 it, you can't change it, you can't do anything with
 13 it, as we can't.
 14 Keith and I talked about a better mechanism to
 15 make that work better, where we have one planning
 16 department that we know how to work. We have
 17 another planning department, if you will, that's
 18 doing things a little differently. We certainly
 19 would like to see them work a little bit better than
 20 they do now.
 21 But as we sit here today, this Board has no
 22 control over that CRA, as I see it and as I
 23 understand the way it's been situated.
 24 MR. TATE: Can I address the CRA issue?
 25 MR. BRISKE: Yes, please.
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1 MR. TATE: I think, Mr. Page, and also speaking
 2 with our friends from the Community Redevelopment
 3 Agency, both this Board and Staff have disagreed
 4 with the findings of the plan in the past. And
 5 while it's a tool, it's not the final decision that
 6 we use in regards to any decision that this Board
 7 makes or even the findings of Staff in regards to a
 8 particular rezoning case.
 9 MR. PAGE: Glad to hear that.
 10 MR. TATE: Yes. So it's a tool, not a bottom
 11 line for us.
 12 MR. PAGE: Thank you.
 13 MR. KERR: Mr. Chairman, if I may.
 14 MR. BRISKE: Lloyd were you here –
 15 MR. KERR: I'm sorry. No, I was late coming in
 16 the room.
 17 MR. BRISKE: We'll ask him to be sworn in,
 18 please.
 19 (WHEREUPON, Mr. Kerr was sworn).
 20 MR. BRISKE: State your name and address and
 21 your position, please.
 22 MR. KERR: Lloyd Kerr. I'm the Director of
 23 Development Services for Escambia County.
 24 MR. BRISKE: Thank you.
 25 MR. KERR: And I just want to remind the Board
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1 that the overlay areas are a part of our Land
 2 Development Code. So inasmuch as the zoning would
 3 be – and any questions regarding the development
 4 and the rezoning and subsequent development, would
 5 be subject to those requirements that are already in
 6 the Land Development Code. And many of the things
 7 that are in the Land Development Code incorporate
 8 the suggestion or recommendations that have come in
 9 the past from earlier plans.
 10 MR. BRISKE: Mr. Wilkins testified that the
 11 code was an ordinance and therefore, I believe as an
 12 ordinance – and Mr. West, you may correct us if
 13 this is wrong – but as an ordinance it has a
 14 bearing on the decision that the Board would make
 15 even though it's not directly written in the Land
 16 Development Code; is that correct?
 17 MR. WEST: Yes, that would be correct. The
 18 ordinance does create a boundary and establish those
 19 redevelopment areas. That's my recollection of what
 20 the ordinances say. And beyond that there's the
 21 plan that is updated, as Mr. Wilkins said.
 22 MR. BRISKE: Okay. Thank you. Questions.
 23 MS. DAVIS: I have a question of Mr. West. I
 24 notice that the parcel, the south side of the parcel
 25 has a church adjacent to it. Now, changing this to
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1 Industrial II, how would that affect – the bars,
 2 for example, could not be open that close to a
 3 church and there are various things that are
 4 prohibited. How would that work?
 10:16AM 5 MR. WEST: Just like you said, there are
 6 restrictions on what can go next to churches,
 7 specifically alcohol related.
 8 MS. DAVIS: But we can still change it to
 9 industrial.
 10:16AM 10 MR. WEST: Again, as Mr. Tate mentioned
 11 earlier, there are additional restrictions that
 12 arise in different parts of the code, and that's one
 13 of them.
 14 MR. BRISKE: I noticed on this map – if we
 10:16AM 15 could zoom in a little bit. It appears that those
 16 are individual parcels that are within this red box;
 17 is that correct? There's a portion of one of them
 18 that kind of – little point of it that sticks out
 19 past the – is that considered a parcel, and would
 10:16AM 20 we have very split zoning on that parcel if this
 21 went forward?
 22 MS. CAIN: No, sir. Actually, this is now all
 23 one parcel. The applicant has actually combined all
 24 parcels so it's one property reference number.
 10:17AM 25 MR. BRISKE: Of the – I believe it was maybe
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1 the zoning map, the colored zoning map, maybe we can
 2 see that.
 3 MS. CAIN: It's still ID-1. Yes, at the top
 4 portion of that, which is now all one parcel, is
 10:17AM 5 ID-1.
 6 MR. BRISKE: But look down at the lower
 7 right-hand side of where the little blue square is.
 8 Down a little bit more. It appears that a piece of
 9 that was originally a parcel that was included.
 10:17AM 10 MS. CAIN: I'm not sure that the lines really
 11 match up. But they started out as three parcels and
 12 the applicant chose to combine all three.
 13 MR. BRISKE: Do you see what I'm talking about?
 14 MR. LEMOS: That could be a result of the GIS,
 10:17AM 15 the pixelation of the system, itself, on the
 16 software and hardware we use with GIS. Sometimes
 17 the lines just don't match up the way they're
 18 supposed to be. I see what you're talking about on
 19 that lower eastern corner.
 10:17AM 20 MR. BRISKE: Just a little tiny piece there.
 21 But it appears that that line is intended to cover
 22 those parcels up there, which you're now saying are
 23 all one parcel. They've been joined together.
 24 MR. LEMOS: They are one property.
 10:18AM 25 MR. BRISKE: Board members, additional
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1 questions? We're going to go into the public
 2 comment. We do have a speaker signed up on this
 3 one, and then we'll come back and let Mr. Page cover
 4 some more information.
 10:18AM 5 Excuse me. For those members of the public who
 6 wish to speak, please note that the Planning Board
 7 bases our decisions only on the criteria and
 8 exceptions described in Section 2.0802D of the Land
 9 Development Code. During our deliberations, the
 10:10AM 10 Planning Board does not consider general statements
 11 of support or opposition. Accordingly, please limit
 12 your testimony to the criteria and exceptions
 13 described in Section 2.0802D.
 14 Also, please note that only those individuals
 09:11AM 15 who are here before the Planning Board today
 16 speaking will be allowed to speak at the subsequent
 17 Board of County Commissioners.
 18 So far I do have one speaker signed up. Mr.
 19 Ronald Stewart, please.
 10:19AM 20 Good morning, sir. I'll ask that you be sworn
 21 in and then after that we'll have you state your
 22 name and address for the record.
 23 (WHEREUPON, Mr. Stewart was sworn).
 24 MR. BRISKE: Good morning, sir. Please state
 10:19AM 25 your name and address for the record.
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1 MR. STEWART: Good morning. My name is Ronald
 2 Stewart. I live at 1321 Border Street.
 3 I'm here just to say no again. The last time I
 4 appeared before you was December 14th. And I
 10:19AM 5 appeared before you and asked you to stop destroying
 6 my neighborhood. There are people that live in that
 7 neighborhood. I'm one of the victims that live
 8 there now.
 9 I will ask the Attorney General to open a
 10:19AM 10 criminal investigation into the Board of County
 11 Commissioners, the Board of Adjustment. You have
 12 conspired and extorted through force and
 13 intimidation to deprive my family of our right to
 14 life, liberty and our property. You have tortured
 10:20AM 15 us. You have harassed us, threatened us for the
 16 last five years. You have destroyed and stolen the
 17 value of our properties our – for your industrial
 18 park infrastructure already built – it's
 19 intimidation.
 10:20AM 20 Already – the pits are done. The road is
 21 paved. We've got street lights. None of them
 22 happened before all this came about. There are
 23 people – and I don't know how you people can sit
 24 back there and do this – there are people, 60, 70,
 10:20AM 25 80 years old. My next door neighbor is in a
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 wheelchair and his wife is blind. The pots dance
 2 off their shelves. We have to listen to this crap
 3 all day long. We are at war, because one
 4 statement – wiped out 100 gold fish. I realize
 10:20AM 5 they're just gold fish, but they're dead. My
 6 aquariums had to be emptied because of your
 7 decision.
 8 You're going to kill somebody before it's over
 9 with. I have called the Sheriff's Department and
 10:21AM 10 told them because of the crap that that new machine
 11 that you put out there – the guy was screaming at
 12 three o'clock in the morning, he was going to kill
 13 somebody. I, like a sorry human being, did not call
 14 that night. I waited until the next morning when my
 10:21AM 15 conscience caught up with me and then I called the
 16 Sheriff and told him what had happened.
 17 I don't know what you guys are doing. Y'all
 18 are trying to run us all out of our homes. Nobody
 19 in that neighborhood – Border Street is being
 10:21AM 20 turned into a dump. The bottom end of it is nothing
 21 but scrap yards, trash, and it just keeps getting
 22 worse.
 23 The cement company – you know, when I was a
 24 child the cement company was working. That was the
 10:22AM 25 last time I saw it working. I'm 54 years old now.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 You know, enough. We're choking on this crap.
 2 Every morning our cars are covered with this stuff.
 3 Our homes are being shaken. Down there where this
 4 cement company is has turned into a dump.
 10:22AM 5 You know, Pensacola is too beautiful. I raised
 6 my kids to welcome tourists here. And all you're
 7 doing is destroying the damn thing. Please stop.
 8 Thank you very much. Any questions?
 9 MR. BRISKE: Any questions for Mr. Stewart?
 10:22AM 10 MR. STEWART: I didn't think so.
 11 MR. BRISKE: Mr. Page, do you wish to –
 12 MR. PAGE: I have nothing further.
 13 MR. BRISKE: Okay. Anyone else that wishes to
 14 speak on this matter? Okay. I hereby close the
 10:22AM 15 public comment portion of the hearing.
 16 Mr. Page, I'll give you the opportunity for any
 17 closing statements. You said you have none.
 18 MR. PAGE: None.
 19 MR. BRISKE: Members of the Board, discussion
 10:23AM 20 or a motion?
 21 MR. GOODLOE: Mr. Chairman, I have a motion.
 22 MR. BRISKE: Yes, sir.
 23 MR. GOODLOE: I recommended the denial of the
 24 rezoning application to the Board of County
 10:23AM 25 Commissioners and adopt the Findings-of-Fact
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 provided in the rezoning hearing package Z-2012-09.
 2 MS. SINDEL: I second.
 3 MS. SINDEL: A motion and a second.
 4 Discussion. All those in favor, say aye.
 08:35AM 5 (Board members vote.)
 6 MR. BRISKE: Opposed?
 7 Mr. Page, the request has been denied.
 8 *****
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 TAYLOR REPORTING SERVICES, INCORPORATED

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1 CASE: Z-2012-11
 2
 3 APPLICANT: Carol J. Simpson. Agent for Mary J. Moye, John W.
 Huelsbeck, Jr., Linda Aligood, Owner
 4 ADDRESS: 11 Eden Lane
 PROPERTY REFERENCE NO: 02-11-31-34-02-000-009
 5 FUTURE LAND USE: MU (Medium Density Residential) Urban
 COMMISSIONER DISTRICT: 5
 6 OVERLAY AREA: NA
 REQUESTED REZONING:
 7 FROM: V-4, Villages Multifamily Residential District
 TO: VR-2, Villages Rural Residential District
 8
 9
 10:23AM 10 MR. BRISKE: Like I stated at the beginning of
 11 the meeting our next case, Z-2012-10 has a couple of
 12 items that will have to be considered in the regular
 13 Planning Board meeting, so we're going to move that
 14 one to the end of the agenda. So we'll move forward
 10:24AM 15 with Case Z-2012-11, which is 11 Eden Lane, V-4,
 16 Villages Multifamily Residential District
 17 to a VR-2, Villages Rural Residential District.
 18 Members of the Board, once again I'll ask if
 19 there's been any ex parte communication on this case
 with the Applicant, the agents, attorneys, witnesses
 or with any fellow Planning Board members or anyone
 from the general public prior to this hearing. I'll
 also ask that you disclose if you have visited the
 subject property. And if you are a relative or a
 business associate of the Applicant or the
 08:56AM 20
 21
 22
 23
 24
 08:56AM 25
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. B.

Meeting Date: 05/14/2012

CASE : Z-2012-09

APPLICANT: Wiley C. "Buddy" Page,
Agent for Rick Evans, Owner

ADDRESS: 2006 Border Street

PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023

FUTURE LAND USE: MU-U, Mixed-Use Urban

COMMISSIONER DISTRICT: 3

OVERLAY AREA: Englewood Redevelopment
Area

BCC MEETING DATE: 06/28/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

**FROM: R-5, Urban Residential/Limited Office District, (cumulative) High Density
ID-1, Light Industrial District (cumulative) (no residential uses allowed)**

TO: ID-2, General Industrial District (noncumulative)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.10 Locational Criteria. The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

CPP FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended

for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.3.1 Future Land Use Categories, as stated above in the intent of the Mixed-Use Urban category, it does allow for intense residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-2 zoning category does allow for light industrial which is specifically mentioned in MU-U. However, the allowable uses within the ID-2 zoning category extend beyond light-industrial. As a matter of fact, the allowable uses of ID-2 include heavy industrial land uses, highly intense manufacturing and processing operations, construction/heavy equipment operations, and other equivalent concentrations of potential noxious uses. With this understanding, staff concludes that the future land use designation of MU-U is not consistent with the proposed rezoning request of ID-2. The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.1.10 Locational Criteria further addressed with the Land Development Code consistency, Criterion 2.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.12. R-5 Urban Residential/Limited Office District, (cumulative) high density.

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

6.05.18. ID-1 Light Industrial District (cumulative) (no residential uses allowed).

This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance

standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section LDC 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

6.05.19. ID-2 General Industrial District (noncumulative).

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (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).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

LDC 6.05.17.F. Roadway access. Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

LDC 7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).

New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8. (FLU 1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

FINDINGS

The proposed amendment is **not consistent** with the roadway access requirements as stated in LDC 6.05.17.F of the Land Development Code which states that access to the parcel must be from a collector or arterial roadway. Direct access to the property is provided by Border Street, a local public two lane roadway. Should this amendment be approved, the industrial locational requirements set forth in LDC 7.20.07 will be reviewed during the site plan review process. There are no natural systems or sensitive land that may be affected by this proposed request.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one (1) mobile home park, six (6) mobile homes, seven (7) vacant residential properties, one (1) church, four (4) open storage properties and one (1) wholesale parcel.

CRITERION (4)

Changed conditions.

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

FINDINGS

The proposed amendment **does have** changed conditions that impact the rezoning request by

the applicant. This parcel is designated as part of the Englewood Community Redevelopment Area, under the Community Redevelopment Plan adopted by the Board of County Commissioners July 6, 2000 and updated March 19, 2009. It appears that the proposed amendment, as stated, would not meet the intent of the adopted plan. This issue will have to be addressed by the Community Redevelopment Agency staff.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

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


FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern, as the allowed uses and intensities for the ID-2 zoning are incompatible with the intent of the Englewood Redevelopment Plan, which identify the less intense industrial uses and specific standards adopted by the County Commissioners for the redevelopment area.

Attachments

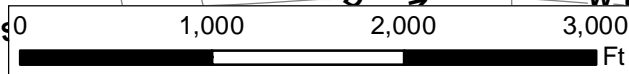
Z-2012-09

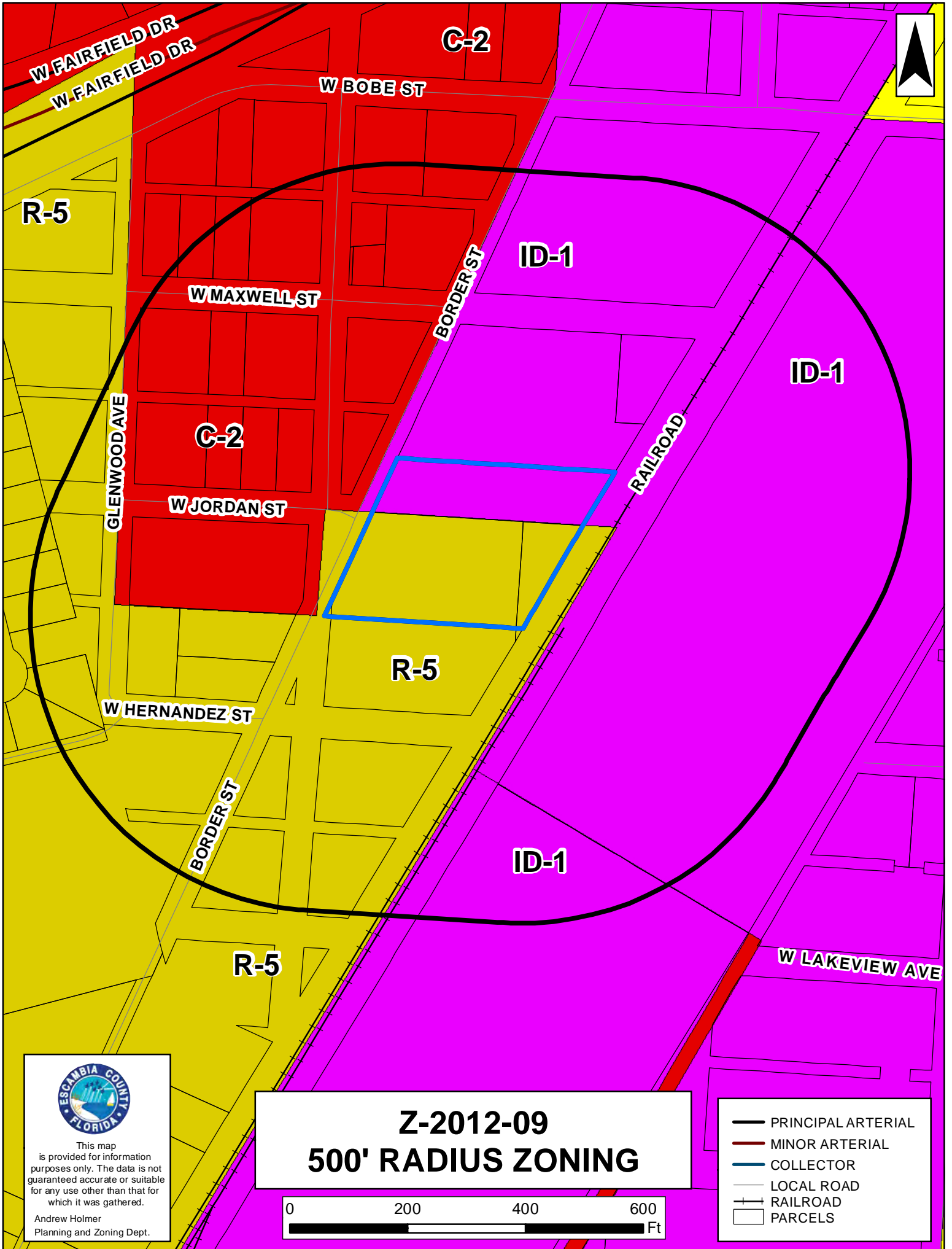




 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-09
LOCATION MAP

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

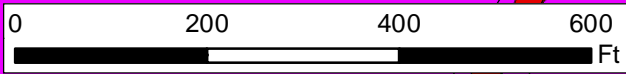











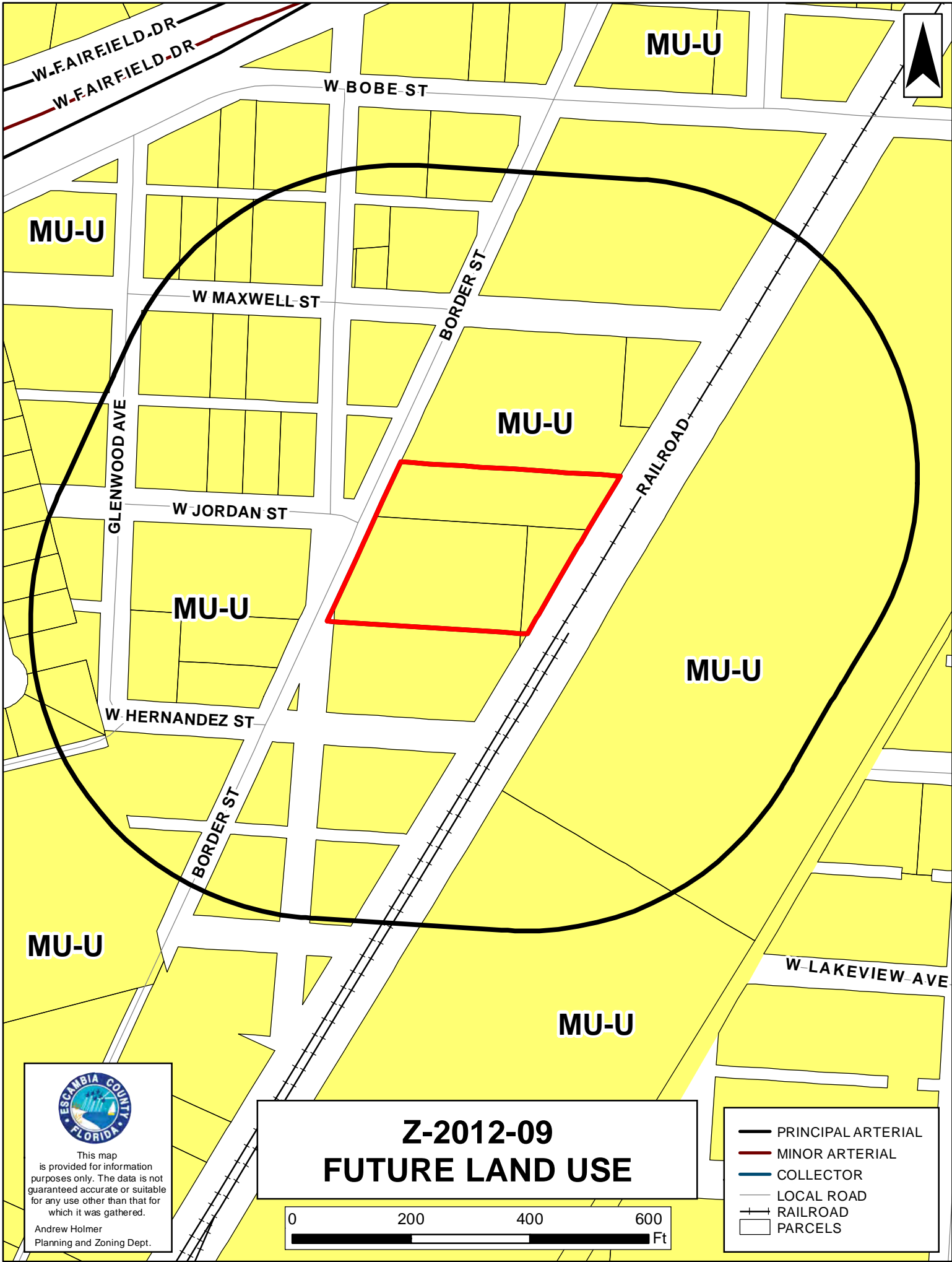
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-09
500' RADIUS ZONING

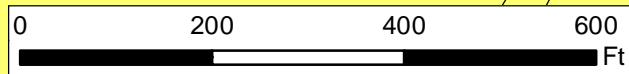








-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS

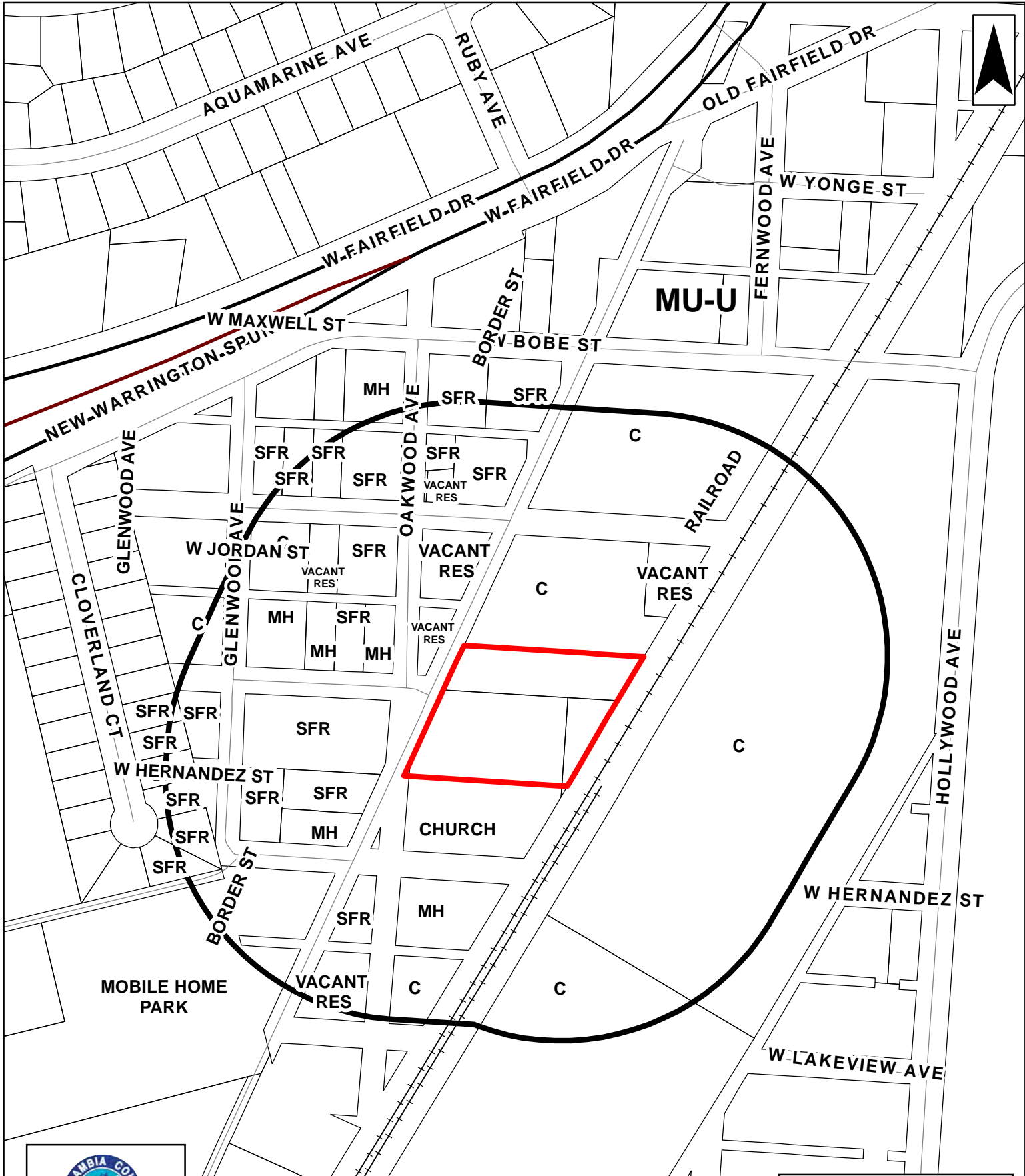




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 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-09
FUTURE LAND USE

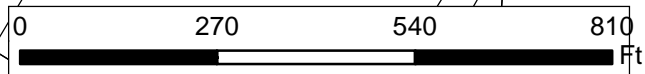









-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS




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 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-09 ELU



-  Buffer_of_PARCELS_3
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



W MAXWELL ST

OAKWOOD AVE

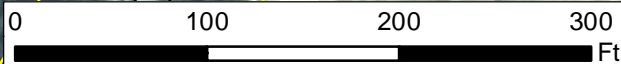
BORDER ST









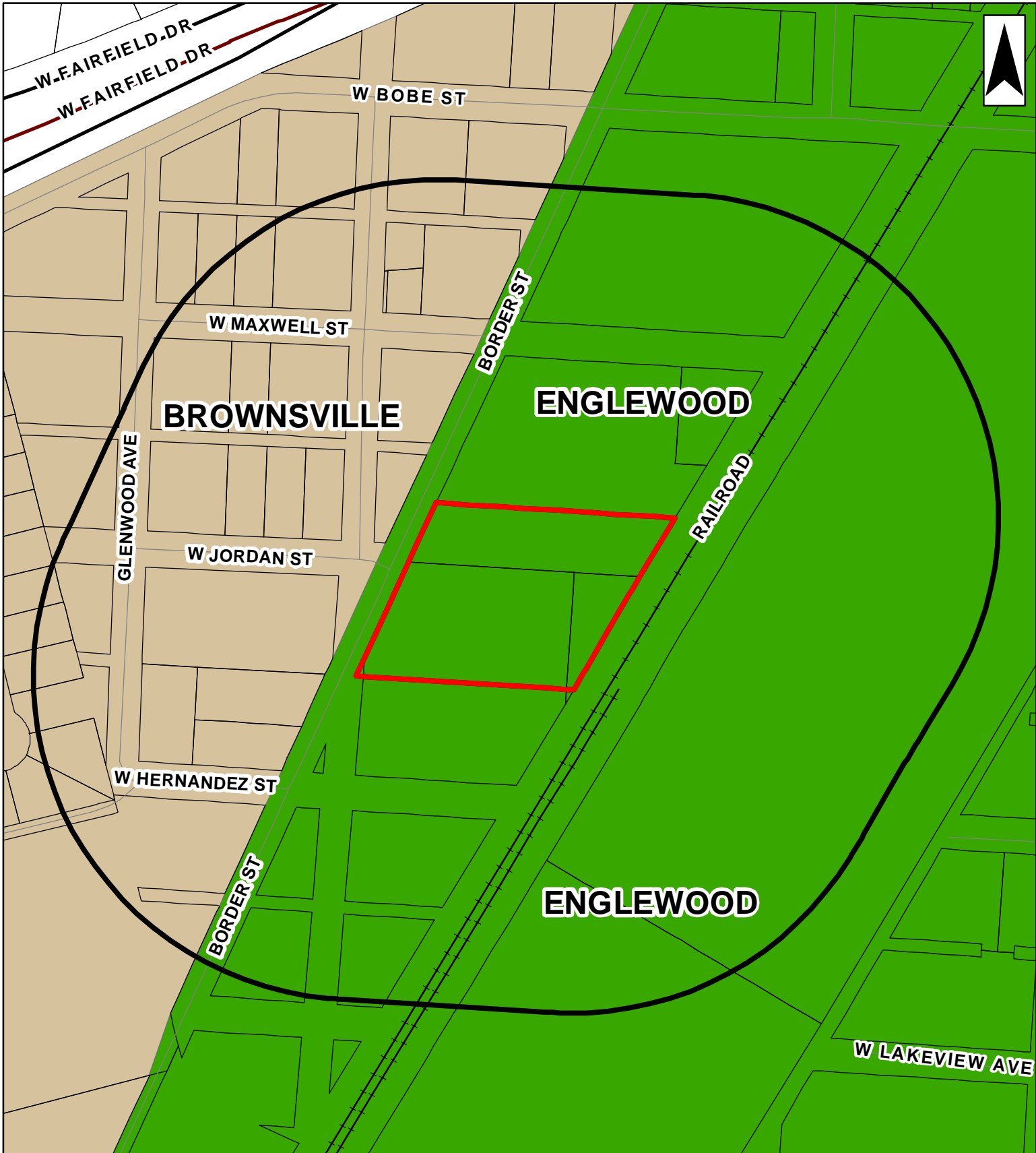

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Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 AERIAL MAP



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

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Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 CRA MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-09
CURRENT ZONING: R-5 ID-1 PROPOSED ZONING: ID-2

PLANNING BOARD

DATE: 5/14/12 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 6/28/12 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PUBLIC MEETING NOTICE



LOOKING SOUTHWEST



LOOKING WEST



LOOKING NORTHEAST



LOOKIN EAST ON TO THE SITE



LOOKING NORTHEAST



LOOKING NORTHWEST



LOOKING SOUTHWEST



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

The mission of the CRA is to enhance the quality of life within the County's Redevelopment Areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.

INTEROFFICE MEMORANDUM

TO: Planning Board

FROM: David Forte, Urban Planner II, Community Redevelopment Agency (CRA)

THRU: Eva A. Peterson, CRA Manager

DATE: Tuesday, May 2, 2012

RE: Rezoning, May 14, 2012 meeting – 2006 Border Street – Z-2012-09 –
Englewood Redevelopment District

The rezoning request for the above mentioned property is located within the Englewood Community Redevelopment Area Plan (ERP). The plan, which was originally adopted by the Board of County Commissioners in July of 2000 and updated in March of 2009, is intended to accomplish several key objectives to help revitalize and improve the Englewood Redevelopment District. These key objectives include appearance, citizen involvement, code compliance, infrastructure improvements, residential and commercial reinvestment, traffic calming and circulation, and zoning and land use administration.

The Zoning and Land Use objective is intended to support and implement zoning policies that protect residential neighborhoods and encourage compatible commercial/industrial reinvestment.

CRA Comments:

- 1) The ERP states on page 8, “The Redevelopment Plan’s major findings were as follows: 1. Code enforcement combined with residential reinvestment assistance is considered a priority to improvement efforts in the Englewood Redevelopment Area. 2. A second priority is reinvestment in the four principal commercial corridors (Pace Boulevard, “W” Street, “E” Street, and Fairfield Drive). 3. The Border Street/Hollywood Avenue railroad corridor affords a unique opportunity for an urban commerce or light industrial park...”**

One of the major findings of the ERP was the potential opportunity for the Border Street/Hollywood Avenue railroad corridor to become an urban commerce or light

industrial park. Both park opportunities would support general commercial to light industrial type uses, in which the ID-1 zoning district states “*Intent and purpose.* This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district.”

The concern for a rezoning to the ID-2 zoning district would allow more intense industrial uses such as landfills, rendering plants and slaughter houses, junkyards, salvage yards, etc.

- 2) **The ERP on page 17 touches on the existing land uses for the Englewood Redevelopment District and states, “The Englewood Redevelopment Area is composed of 2,353 parcels across 883.2 acres, excluding roads and rights-of-way. Four primary land uses are represented: Residential (comprising approximately 39% of total land use), Institutional (approximately 28%), Commercial (approximately 16%), Vacant (approximately 13%), and Industrial (approximately 4%). A more detailed description of these land-use types follows below.” The ERP goes on to state on page 19, “Industrial and utilities are by far the smallest land use types in the Englewood Redevelopment Area. Together they account for less than 4% of total acreage and 74 of the area’s 2,353 parcels. The majority of the industrial uses are located along the railroad west of Hollywood Avenue.”**

The CRA understands that industrial uses are a tremendous economic factor when properly planned and managed as it generates jobs, increases property values which in turn increases the ad valorem tax base, and provides goods for consumers. Industrial uses are the vast minority throughout the Englewood Redevelopment District and definitely need proper promotion for the economic viability for the area. The CRA supports the existing uses allowed under the ID-1 zoning for the property; however, the additional intensive uses that, in turn, would be allowed under the ID-2 zoning district would become intrusive to the surrounding residential areas.

- 3) **The ERP on page 22 details the future land use categories located within the Englewood Redevelopment District; however, the Comprehensive Plan, which amended the future land use categories, has been updated through the Evaluation & Appraisal Report Based Amendments (EAR 2010) since the ERP has been updated (2008). The future land use category for the proposed site at the time of adoption of the EAR was Mixed Use-1, but the current future land use category for the site is Mixed Use-Urban (MU-U). FLU Policy 1.3.1 states “Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.” And further the MU-U category states the range of**

allowable uses are “Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic.”

The current zoning of ID-1 supports the intent of the MU-U future land use category as it would allow for light industrial type uses; however, the proposed rezoning to ID-2 would be in conflict with the MU-U category as ID-2 allows for all types of industrial uses including intensive industrial. The applicant would need to apply for a future land use map amendment from MU-U to Industrial (I) prior to the rezoning request from ID-1 to ID-2. The ranges of allowable uses within the Industrial future land use category are “light to intensive industrial, ancillary retail and office, and no new residential development is allowed.” The rezoning amendment is inconsistent with the Comprehensive Plan as the amendment would be inconsistent with the MU-U future land use category.

- 4) **The ERP of page 26 details the land development regulations for the Englewood Redevelopment District. The plan states, “Three primary zoning categories are represented in the Englewood Redevelopment Area—residential, commercial, and industrial (Fig. 2.5). As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying just over 60% of the total acreage, commercial occupying a little more than 31%, and industrial representing the remaining proportion. More specifically, these three zoning categories are divided among seven particular divisions, R-2, R-4, R-5, R-6.C-1, C-2 and ID-1.”**

The proposed rezoning from ID-1 to ID-2 would create the first and only ID-2 zoning properties within the Englewood Redevelopment District. The CRA feels the zoning amendment would result in spot zoning and, as mentioned above under comment #3, the amendment would be inconsistent with the MU-U future land use category.

As the Border Street/Hollywood Avenue corridor has the potential to become an urban commerce or light industrial park, serviced by the existing railroad, the CRA cannot support the rezoning of the current ID-1 zoning to the proposed ID-2 zoning for the reasons stated above. The CRA respectfully requests that the Board deny the rezoning request.

If you have any questions or concerns, please contact me at the following:

David Forte
Work: 850.595.3595
Cell: 850.554.8187
Email: dvforte@myescambia.com

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC

5337 Hamilton Lane
Pace, Florida 32571
Office 850.994.0023 Cell 850.232.9853
budpage1@mchsi.com

April 4, 2012
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Avenue
Pensacola, Florida 32505

RE: Parcel Number 16-2S-30-2300-001-023
Location: Border Street and Jordan
Rezoning to ID-2

Dear Ms. Cain:

Please find our rezoning application attached which requests a change to the parcel referenced above that currently has split zoning of residential/industrial one to Industrial Two for the entire parcel. If approved, this will facilitate the continued use of the property as a concrete manufacturing operation.

Please advise if you have any questions or need anything further. Thank you.

Sincerely,

Wiley C."Buddy" Page



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: ID-1 & R-5 to: ID-2

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

Owner(s) Name: Evans Contracting, Inc. Phone: 968-1957

Address: 289 Nowak Road Cantonment, FL 32533 Email: evanscontracting@att.net

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

Property Address: 2006 Border Street Pensacola, Florida 32501

Property Reference Number(s)/Legal Description: 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

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

Evans Contracting, Inc.
Printed Name Owner/Agent

Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of January 20 12.

by Kathleen E. Castellani Rick Evans

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

[Signature]
Signature of Notary
(notary seal must be affixed)

Katherine E Castellani
Printed Name of Notary

FOR OFFICE USE ONLY

Meeting Date(s): PB 5/14; BCC 6/28 Accepted/Verified by: AC Date: 4/4/12

Fees Paid: \$ 1,750 Receipt #: 552580/552582 Permit #: PRZ 120400009

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

Revised 3-22-11





Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-09

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 8027

Property Address: 2006 Border Street Pensacola, Florida 32501

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 4th DAY OF January, YEAR OF 2012.


Signature of Property Owner

Evans Contracting, Inc.
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department FOR OFFICE USE:
Escambia County, Florida

CASE #: Z-2012-09

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2006 Border Street Pensacola, Florida 32501,
Florida, property reference number(s) 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

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 _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850.232.9853

[Signature]
Signature of Property Owner

Evans Contracting, Inc.
Printed Name of Property Owner Date

Signature of Property Owner

Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of January 20 12,
by Rick Evans

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

[Signature]
Signature of Notary

Katherine E Castellani (Notary Seal)
Printed Name of Notary



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

2011 FOR PROFIT CORPORATION ANNUAL REPORT

FILED REC'D APR 04 2012
Feb 07, 2011
Secretary of State

DOCUMENT# P99000036830

Entity Name: EVANS CONTRACTING, INC.

Current Principal Place of Business:

289 NOWAK RD.
CANTONMENT, FL 32533

New Principal Place of Business:

Current Mailing Address:

289 NOWAK RD.
CANTONMENT, FL 32533

New Mailing Address:

FEI Number: 59-3574220 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

EVANS, RICK
289 NOWAK RD.
CANTONMENT, FL 32533 US

Name and Address of New Registered Agent:

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

OFFICERS AND DIRECTORS:

Title: P
Name: EVANS, RICK
Address: 289 NOWAK RD
City-St-Zip: CANTONMENT, FL 32533

Title: VP
Name: EVANS, CONNIE
Address: 289 NOWAK RD
City-St-Zip: CANTONMENT, FL 32533

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: RICK EVANS

PRES

02/07/2011

Electronic Signature of Signing Officer or Director

Date

REC'D APR 04 2012

Rec
Doc 1120.00

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated **January 10, 2007** by **Dennis R Hinote, a married man**, whose post office address is **7400 Hidden Valley Pensacola, FL 32526** hereinafter called the GRANTOR, to **Evans Contracting Inc, a Florida Corporation** whose post office address is **289 Nowak Road Cantonment, FL 32533** hereinafter called the GRANTEE: (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.


TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:


Witness
Print Name: Karen McClammy

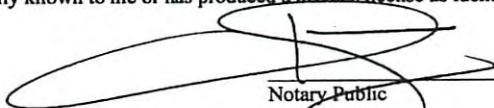
Witness
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a **driver's license** as identification.

(SEAL)


Notary Public
Print Name: _____
My Commission Expires: _____

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
Parcel ID #: 162S30-2300-001-023

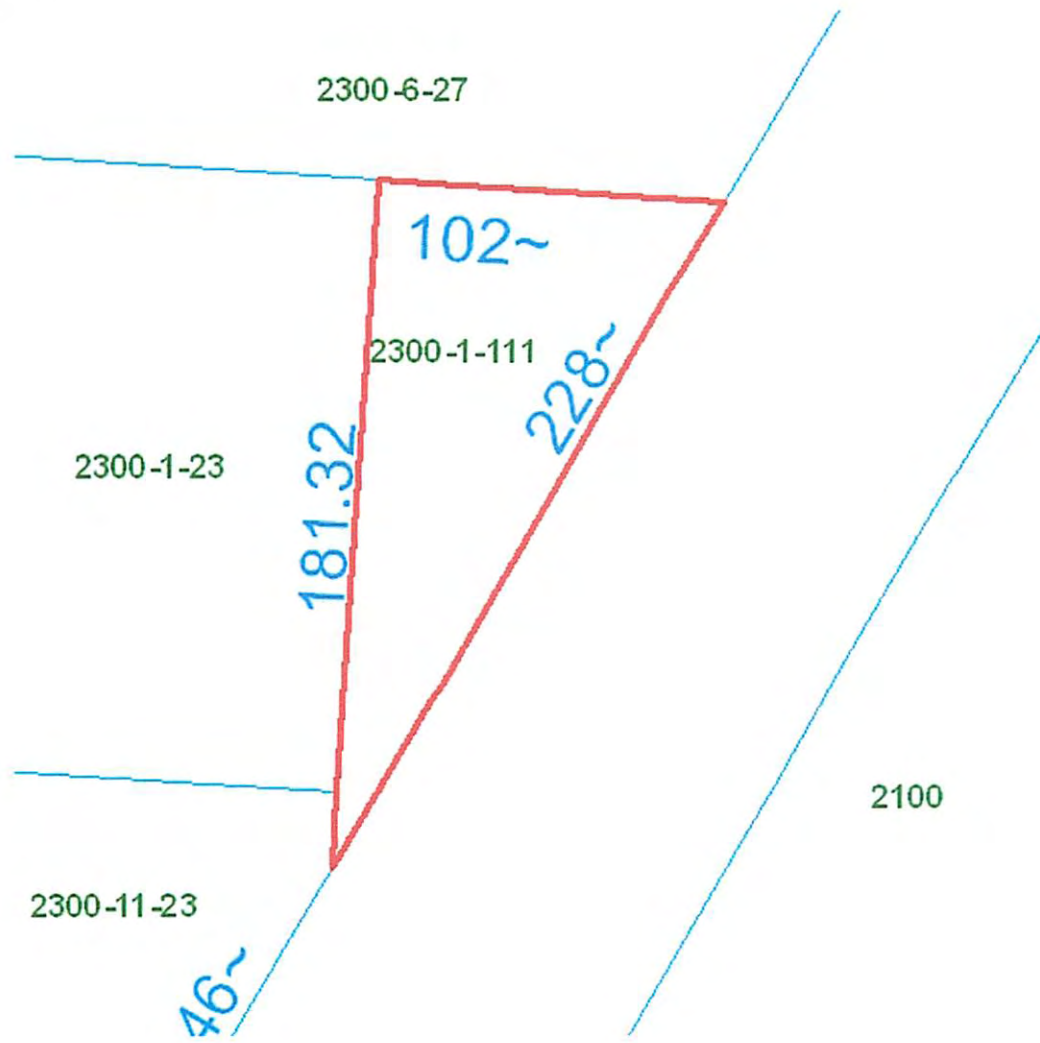


Schedule A

THAT PORTION OF OAKCREST SUBDIVISION, AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET; THENCE S 22 DEGREES 15 MINUTES 00 SECONDS W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET FOR THE BEGINNING; THENCE S 89 DEGREES 57 MINUTES 42 SECONDS E FOR 359.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD; THENCE S 28 DEGREES 44 MINUTES 40 SECONDS W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET; THENCE N 22 DEGREES 15 MINUTES 00 SECONDS E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING.



REC'D APR 04 2012

023

06-0266-000

Rec
Doc 1120.00

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated **January 10, 2007** by **Dennis R Hinote, a married man**, whose post office address is **7400 Hidden Valley Pensacola, FL 32526** hereinafter called the GRANTOR, to **Evans Contracting Inc, a Florida Corporation** whose post office address is **289 Nowak Road Cantonment, FL 32533** hereinafter called the GRANTEE: (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

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SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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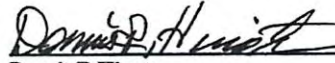
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IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:


Witness
Print Name: Karen McClammy

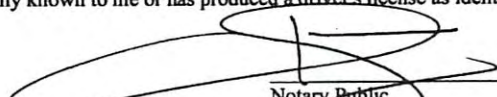
Witness
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a **driver's license** as identification.

(SEAL)


Notary Public
Print Name: _____
My Commission Expires: _____

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
Parcel ID #: 162S30-2300-001-023

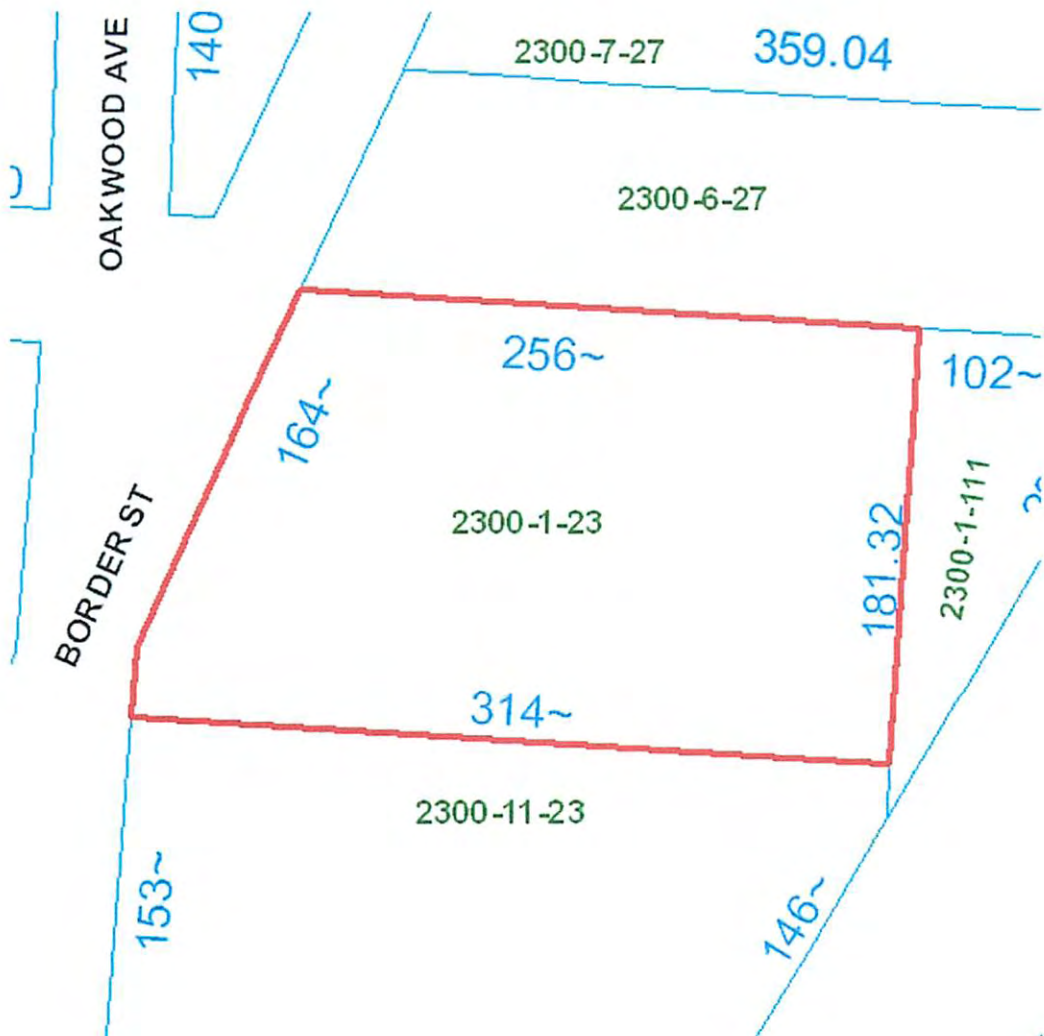


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027

Rec
Doc 1120.00

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

**WARRANTY DEED
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WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia County, Florida**, viz:

SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

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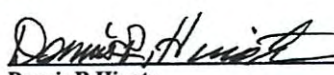
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IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

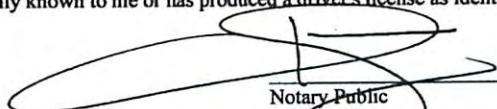

Witness Karen McClammy
Print Name: Karen McClammy
Witness Adrian F. Hammond, Jr.
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a driver's license as identification.

(SEAL)


Notary Public
Print Name:
My Commission Expires:

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
Parcel ID #: 162S30-2300-001-023



LOCATIONAL CRITERIA

1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V2, V-2A or V-3);

RESPONSE:

As shown on the area zoning map, the subject site is surrounded by ID-1,C-2 and R-5 zoning only.

2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;

RESPONSE:

The site will comply with all required fencing and buffering requirements of the Land Development Code.

3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;

RESPONSE:

The site plan will be submitted to the County for review to assure compliance with potential impacts on the surrounding neighborhood.

4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;

RESPONSE:

According to County records, this lot was originally on the southeast corner of Border Street and Jordan Street. Jordan Street has since been vacated

5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.

RESPONSE:

The attached proposed site plan shows existing ingress and egress to the site from Border Street.

6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

RESPONSE:

The area is under transition due in large part to the rail facilities to the east and other scattered industrial uses to the north and south east of the site.

SUMMARY:

The site meets all of the required criteria as identified above. As such, the site is consistent with minimum locational requirements contained at **7.20.06 General commercial and light manufacturing locational criteria (2)**.

REC'D APR 04 2012



P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

June 9, 2009

David Fitzpatrick, P.E., P.A.
10250 North Palafox St
Pensacola, FL 32534
Fax 476-7708

Re: **Border Street Concrete Plant (2000 Border St.)**

Dear Mr. Fitzpatrick:

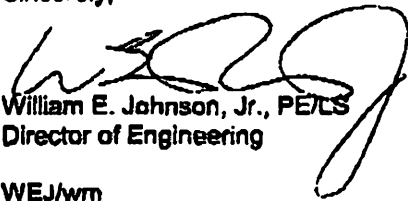
In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

ECUA also has the capacity to provide solid waste disposal service to this location.

Sincerely,


William E. Johnson, Jr., PE/LS
Director of Engineering

WEJ/wm

cc: Evans Contracting, Inc. 289 Nowak Rd, Cantonment, FL 32533
File

\\ecuaeng\engdata\tracking\concurrency-availability ltr from request for service form\concurrency availability ltr 2009\border st concrete plant fitzpatrick was.doc

Logan Fink
District One

Lola Benson
District Two

Elvin McCorvey
District Three

Debo Peridna
District Four

Larry Walker
District Five

Data and Analysis

Location

This site is located at 2006 Border Street in west Pensacola in the Brownsville area. It is approximately ½ mile south of Fairfield Drive and adjacent to the CSX Railroad track along its easterly property line. Border Street is a short two-lane County maintained roadway extending from Cervantes Street on the south to Fairfield Drive on the north.

Background

This site was previously owned by the Hinote Septic Tank Company from the mid-1960s until it was sold in 2007. During this period Hinote manufactured concrete septic tanks on site. This process involved the use of concrete batch making equipment, large forms and steel reinforcing rods. Hinote loaded the 500 or 1,000 gallon tanks on flatbed trucks using skid cranes for delivery to residential and commercial customers. In 1989 the County zoned the northern portion of the property ID-1, while the southerly portion was zoned R-5.

According to the Property Appraiser's records, in January 2007, Hinote sold to Evans Contracting, Inc. who leased the site to another concrete operation known as "A Perfect Mix" who operated on site for two years. By March 2009 the lease was assumed by AKON Concrete after the existing tenant closed and removed his equipment and the site. While gathering state air permits from the Florida Department of Environmental Protection, Alabama-based AKON learned that the property requires C-2 zoning and a change in the land use in order to legally operate in Escambia county, even though the property has a history of industrial-type activities prior to the adoption of zoning.

Project Description

AKON consists of one storage tower containing the raw powdered product and a

second tower where it is mixed with aggregate and water for the final product. This is the same type equipment and process used by previous tenant, "A Perfect Mix". The process requires a storage area for sand and gravel which is located in the northeast portion of the site. Office space is contained in a construction-site type trailer and no permanent structure(s) is proposed.

Area Spatial Analysis

Much of the area on and around Border Street was constructed in the late 1940s and early 1950s without benefit of any land use development control mechanisms. While heavy commercial and industrial uses are typically attracted to rail corridors, the presence of the CSX tracks has caused the area to support small lot residential uses with most being mobile homes in the area.

As shown on the attached maps, the site is comprised of three lots. The northern most lot (PN 2300-006-027) is zoned ID-1, while the two southerly lots (PN2300-001-023 and 2300-001-111) are both zoned R-5. All three lots are classified as MU-1 Mixed Use on the Future Land Use

Map. In order to continue the property as a concrete operation, the site will require a change in the land use from MU-1 to ID Industrial and a change in zoning from R-5 and C-1 to ID-2 status.

Property on the north side of site is owned by *Pav'r Construction, Inc.* and used as a waste container rental operation with outside storage along the common property line. This site is zoned ID-1. As stated earlier, property to the east is owned by *CSX Railroad* which provides rail service south to the industrial area south of Navy Boulevard and west of Pace Boulevard containing Armstrong World and Arizona Chemical among others. Property south of the site is zoned R-5 and appears to be used for intensive outside storage activities. Across from the site, Escambia County owns property on the west side of Border Street and uses it as a storm water retention pond facility.

Economic Redevelopment Areas

Border Street serves as a dividing line with property on the east side of the street being in the Englewood Redevelopment Area and land on the west side of Border Street being in the Brownsville Redevelopment Area.

The site has the distinction of being within one redevelopment area and across the street from yet another area designated for redevelopment. This designation may qualify the owners for certain economic incentives such as matching funds for façade/landscape improvements, sales tax rebates on capital equipment purchases and perhaps matching funds for qualified employee hourly wages. Generally, the designation of an area for economic development incentives indicates that the unit of local government is supportive of compatible change and/or expansion of an activity that leads to neighborhood and overall economic improvements.

Analysis

This site is located in unincorporated Escambia County which adopted land use regulations in 1989. Prior to adopting zoning and development regulations, this area was substantially developed, largely based upon what ever the property owner wanted to do. As a result, the area contains a mixture of uses, from low intensity single family residential to high intensity commercial and industrial activities, many of which share a common property line.

Some thirty-five parcels of property are located within 500 feet of the site. This 500 foot circle is bisected by a rail road and Border Street, which is a well traveled local road way. Border Street appears to divide the land uses within the 500 circle surrounding the site. As observed in the field, there are seven properties located on the east side of Border Street within the circle and seven located on the west side. Of the seven east side properties, six are non-residential including a junk yard, a construction container rental operation, the AKON concrete facility, and a vacant commercial building. On the west side of Border Street, within the 500 foot circle, the seven uses include a mobile home park, vacant lots, a county stormwater pond,

and five single family homes. Clearly, then, existing land uses appear to be divided by Border Street with industrial and heavy commercial uses on the east side and residential uses on the west side of the street.

The existing AKON concrete operation backs up to the CSX Railroad and ID-1 Industrial zoning on the eastern side of the site. Zoning north of the site is ID-1 while a junk yard zoned R-5 was observed adjacent and south of the site. The county holding pond west of the site is zoned C-2 and R-5. This pattern shows that the site is surrounded by either non-residential uses and properties that are non-conforming with the adopted Escambia County Zoning Map. Moreover, C-2 zoning is designated for almost the entire residential areas on the west side of Border Street which allows many uses not generally compatible with residential land uses.

This area, then, contains a strong contrast between actual land uses and those uses allowed and prohibited by the Land Development Code. Again, the existing development pattern shows industrial and heavy commercial uses located on the East side of Border Street in the immediate area surrounding the site.

Potable Water

Calculations for potable water demand are as follows:

$$\begin{aligned} 10 \text{ employees @ } 350\text{gpdpe} &= 3,500 \text{ gpd} \\ \text{Concrete production requirements} &= 10,000 \text{ gpd} \end{aligned}$$

From this we can fix the initial consumption of potable water to be approximately 13,500 gpd. The attached letter from the Emerald Coast Utility Authority (ECUA) affirms that sufficient potable water capacity is available to support the facility.

Sanitary Sewer

According to the ECUA Engineering Department, the nearest service is located over

one mile away. As such, the existing septic tank located on site will continue to be utilized.

Recreation

This Future Land Use Amendment anticipates that this existing operation will continue to have no impact on area recreation facilities because of its non-residential characteristics.

Traffic

Border Street is classified as a local roadway by the Escambia County Engineering Department. The right-of-way varies in width from 66 feet along the northerly one third of its length about 30-40 feet on the majority of the balance to the south.

The attached spreadsheet is a print-out using the Florida Department of Transportation software known as "TIPS" (Traffic Internal capture and Passby Software). Using the Institute of Traffic Engineers land use code 110 (General Light Industrial) and 10 employees as the independent variable, some 61 strips will be generated from the site on a daily basis. The nature of concrete business dictates that the vast majority of trips will be made in the early hours (7:00am to 10:00am), thus avoiding any PM peak hour traffic situation.

As stated earlier, this site has been generating concrete related trips onto Border Street for well over 25 years. The current operator will continue operations with between 3 and 5 trucks meaning traffic impact should not change and the level of service for the roadway should not be affected.

DRAINAGE

Stormwater will be directed to a holding pond located near the southwest corner of the site. Wash from the concrete trucks will be directed to a separate holding pond as shown on the attached site plan. The design of the ponds and other site improvements will be reviewed by county and state officials for regulatory

compliance. Additionally, a neighborhood stormwater retention pond has been constructed by Escambia County. directly across the street from the site.

URBAN SPRAWL

This is an existing land use located in an area that has historically exhibited heavy non-residential uses. This use is not urban sprawl as defined under Florida Administrative Code Rule 9J-5.003 (134).



Development Services Department
Escambia County, Florida

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

16-2S-30-2300-001-023 & 111
Property Reference Number

Buddy Page (Evans)
Name

Border St & Jordan 32505
Address

Owner Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-5 Size of Property: _____ +/-
 Future Land Use: MU-U Commissioner District: _____
 Overlay/AIPD: none Subdivision: Oakerest
 Redevelopment Area*: Englewood CRA
 *For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: ID-1 ID-2
 Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

located along local road

4/15/10

met to discuss properties 1/4/10
Phonema: There is an updated Redevelopment Plan for Englewood
no conflict with MU-U FLU for request to ID-1

- 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: Lynette Harris, Allyson Cain, Drew Holmer, Horace Jones Date: _____

Applicant/Agent Name & Signature: Buddy Page

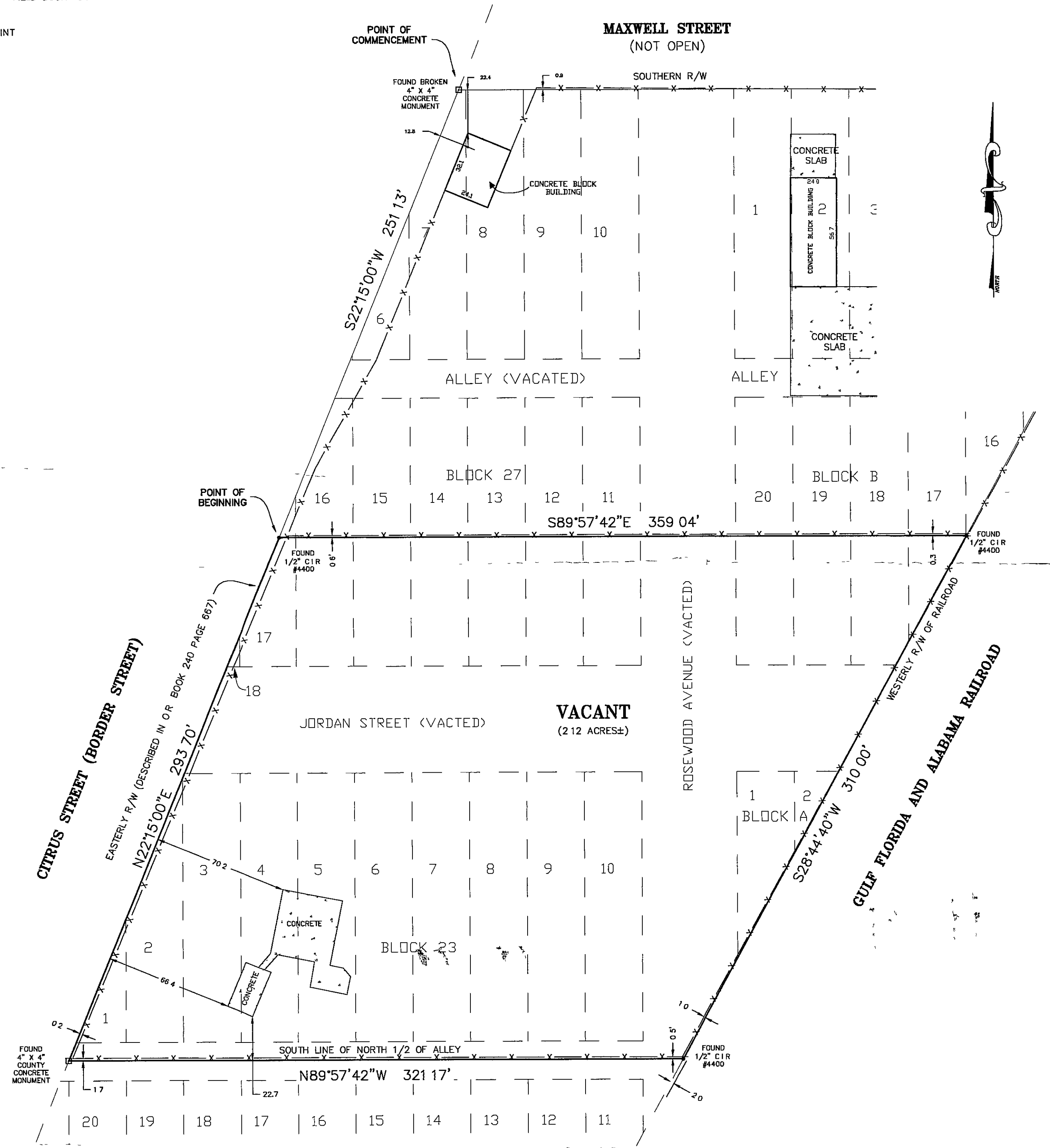
No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

MEASUREMENTS MADE TO UNITED STATES STANDARDS
LEGEND.
 B S L ~ BUILDING SETBACK LINE
 P C ~ POINT OF CURVATURE
 P T ~ POINT OF TANGENCY
 P C P ~ PERMANENT CONTROL POINT
 R ~ RADIUS
 L ~ LENGTH OF ARC
 C ~ CHORD DISTANCE
 C B ~ CHORD BEARING
 R/W ~ RIGHT-OF-WAY
 C I R ~ CAPPED IRON ROD
 D ~ DEED
 A ~ ACTUAL
 CHAINLINK FENCE ~ X—X—
 WOOD FENCE ~ ○—○—

BOUNDARY SURVEY



GARY F. BYRD, LLC
 Professional Surveying & Mapping
 800 Byrd Lane
 Pensacola, Florida 32526
 Phone (850) 485-1675 Fax (850) 941-4986
 554-6734



LAND DESCRIPTION
 THAT PORTION OF OAKCREST SUBDIVISION AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORD BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET, THENCE S 22°15'00" W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET TO THE BEGINNING, THENCE S 89°57'42" E FOR 359.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD THENCE S 28°44'40" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION, THENCE N 89°57'42" W ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, THENCE N 22°15'00" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING
 SOURCE OF INFORMATION DESCRIPTION AS FURNISHED BY CLIENT ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED
 THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY FOOTINGS FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED
 NO TITLE WORK PERFORMED BY THIS FIRM
 I HEREBY CERTIFY TO CITIZENS TITLE GROUP INC EVANS CONTRACTING INC DENNIS R HINOTE WESTCOR LAND INSURANCE COMPANY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES

DRAWING RELEASE DATE: 01-08-07
 SCALE 1" = 40'
 SHEET 1 OF 1

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES

Gary F. Byrd
 GARY F. BYRD
 FLORIDA LAND SURVEYOR #4400

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA SURVEYOR

JOB NO. & DRAWING NO: FL06-11-024



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **552580**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	10309	\$1,750.00	App ID : PRZ120400009
		\$1,750.00	Total Check

Received From : EVANS CONTRACTION INC

Total Receipt Amount : **\$1,750.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505

Total Amount :	1,820.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012
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Development Services Department

Building Inspections Division

3363 West Park Place
 Pensacola, Florida, 32505
 (850) 595-3550
 Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **552582**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Cash		\$70.00	App ID : PRZ120400009
		\$70.00	Total Cash

Received From : BUDDY PAGE

Total Receipt Amount : **\$70.00**

Change Due : \$0.00

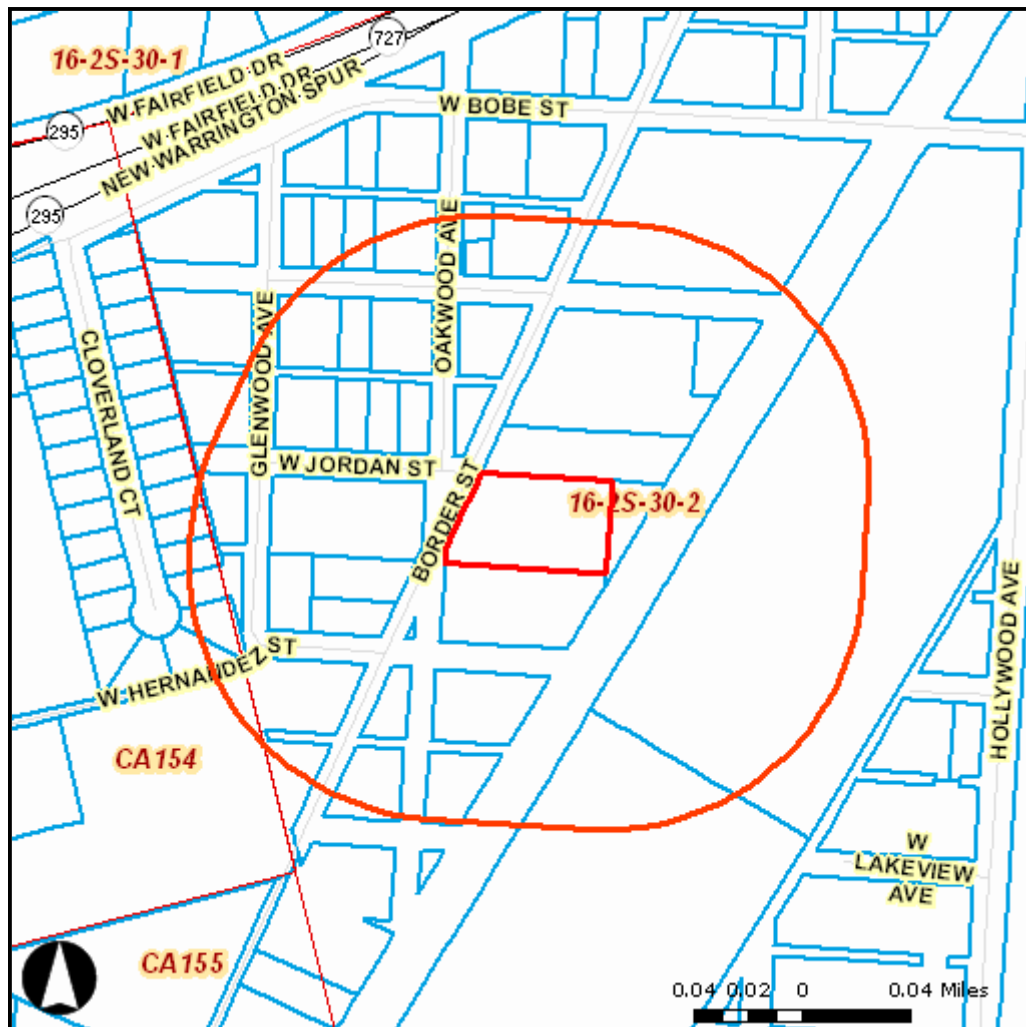
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Total Amount :	1,820.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012
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OREN INTERNATIONAL INC 1995 HOLLYWOOD AVE PENSACOLA FL 32505	BANK OF AMERICA C/O ROBERTSON ANSCHUTZ 3010 N MILITARY STE 300 BOCA RATON FL 33431	SOUTHERN STAR AUTO GROUP LLC 2201 GLENWOOD AVE PENSACOLA FL 32505
EVANS CONTRACTING INC 289 NOWAK RD CANTONMENT FL 32533	WILSON STEVE H 817 NORTH 48TH AVE PENSACOLA FL 32506	SCHAFFER REAL ESTATE HOLDINGS LLC 1632 SUNSET POINTE DESTIN FL 32541
D & S OF PENSACOLA INC 4419 CEDARBROOK CIR PENSACOLA FL 32526	RHODES EARL J & CHARLENE E 1800 1/2 BORDER ST PENSACOLA FL 32505	FOLMAR DARRYL D 2101 OAKWOOD AVE PENSACOLA FL 32505
PAV'R CONSTRUCTION INC 501 E GREGORY ST # 3 PENSACOLA FL 32502	MULLINS CHARLIE & GLADYS E 1800 N BORDER ST PENSACOLA FL 32505	ANGELOS AUTO PARTS INC 42 SANDALWOOD ST PENSACOLA FL 32505
BODIE DANIEL P & GERMAINE R 2004 GLENWOOD AVE PENSACOLA FL 32505	MARTIN LUCINDA 4415 DEAUVILLE WAY PENSACOLA FL 32503	WILLIS SABRINA LYNN 2123 NORTH T ST PENSACOLA FL 32505
SILCOX ROBERT H 3800 W MAXWELL ST PENSACOLA FL 32505	BODIE STEVE R 1375 LA PAZ PENSACOLA FL 32506	AARON LILLIAN SHAW LIFE EST 3820 W JORDAN ST PENSACOLA FL 32505
ONGMAN GLORIA J 22880 POPLAR RD ROBERTSDALE AL 36567	PENSACOLA HABITAT FOR HUMANITY INC PO BOX 13204 PENSACOLA FL 32591	HENDRICKS JAMES GAWEN 8411 KAUSE RD PENSACOLA FL 32506
TERRY JOHN G 3816 W MAXWELL ST PENSACOLA FL 32505	PENSACOLA HABITAT FOR HUMANITY 1060 GUILLEMARD ST PENSACOLA FL 32501	BROWN JAMES & 2208 OAKWOOD AVD PENSACOLA FL 32505
GIBBES TIMOTHY & DEBORAH 12 CLOVERLAND CT PENSACOLA FL 32505	JAHNKE JOSHUA J 59 LINCOLN ST HUDSON MA 01749	HARBORTH HARVEY & BARBARA A 14 CLOVERLAND CT PENSACOLA FL 32505
HENDRIX JAMES E C/O WANDA HENDRIX WHITE 205 HUNTERS HILL LN MOLINO FL 32577	DOWNEY JOSEPH M 16 CLOVERLAND CT PENSACOLA FL 32508	FOLKER TIMOTHY W & ROSEMARY 711 MEADOWVIEW LN PENSACOLA FL 32504

ECPA Map



Map Grid



Major Roads

- City Road
- 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 Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 08 + 09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: PACE

Email Address: budpage1@mchs1.com Phone: 232-9853

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

*Name: Ronald L Stewart

*Address: 1321 Borders *City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 457-3716

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Z-2012-11

73

1 wheelchair and his wife is blind. The pots dance
 2 off their shelves. We have to listen to this crap
 3 all day long. We are at war, because one
 4 statement – wiped out 100 gold fish. I realize
 10:20AM 5 they're just gold fish, but they're dead. My
 6 aquariums had to be replaced because of your
 7 decision. **VOID**
 8 You're going to kill somebody before it's over
 9 with. I have called the Sheriff's Department and
 10:21AM 10 told them because of the crap that that new machine
 11 that you put out there – the guy was screaming at
 12 three o'clock in the morning, he was going to kill
 13 somebody. I, like a sorry human being, did not call
 14 that night. I waited until the next morning when my
 10:21AM 15 conscience caught up with me and then I called the
 16 Sheriff and told him what had happened.
 17 I don't know what you guys are doing. Y'all
 18 are trying to run us all out of our homes. Nobody
 19 in that neighborhood – Border Street is being
 10:21AM 20 turned into a dump. The bottom end of it is nothing
 21 but scrap yards, trash, and it just keeps getting
 22 worse.
 23 The cement company – you know, when I was a
 24 child the cement company was working. That was the
 10:22AM 25 last time I saw it working. I'm 54 years old now.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 You know, enough. We're choking on this crap.
 2 Every morning our cars are covered with this stuff.
 3 Our homes are being shaken. Down there where this
 4 cement company is has turned into a dump.
 10:22AM 5 You know, Pensacola is too beautiful. I raised
 6 my kids to welcome you to the area. All you're
 7 doing is destroying the damn thing. Please stop.
 8 Thank you very much. Any questions?
 9 MR. BRISKE: Any questions for Mr. Stewart?
 10:22AM 10 MR. STEWART: I didn't think so.
 11 MR. BRISKE: Mr. Page, do you wish to –
 12 MR. PAGE: I have nothing further.
 13 MR. BRISKE: Okay. Anyone else that wishes to
 14 speak on this matter? Okay. I hereby close the
 10:22AM 15 public comment portion of the hearing.
 16 Mr. Page, I'll give you the opportunity for any
 17 closing statements. You said you have none.
 18 MR. PAGE: None.
 19 MR. BRISKE: Members of the Board, discussion
 10:23AM 20 or a motion?
 21 MR. GOODLOE: Mr. Chairman, I have a motion.
 22 MR. BRISKE: Yes, sir.
 23 MR. GOODLOE: I recommended the denial of the
 24 rezoning application to the Board of County
 10:23AM 25 Commissioners and adopt the Findings-of-Fact
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 provided in the rezoning hearing package Z-2012-09.
 2 MS. SINDEL: I second.
 3 MS. SINDEL: A motion and a second.
 4 Discussion. All those in favor, say aye.
 08:35AM 5 (Board members vote.)
 6 MR. BRISKE: Opposed?
 7 Mr. Page, the request has been denied.
 8 *****
 9
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 24
 25
VOID
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 **CASE: Z-2012-11**
 2
 3 APPLICANT: Carol J. Simpson. Agent for Mary J. Moye, John W.
 Huelsbeck, Jr., Linda Aligood, Owner
 4 ADDRESS: 11 Eden Lane
 PROPERTY REFERENCE NO.: 02-1N-31-3402-000-009
 5 FUTURE LAND USE: MU-S, Mixed Use Suburban
 COMMISSIONER DISTRICT: 5
 6 OVERLAY AREA: NA
 REQUESTED REZONING:
 7 FROM: V-4, Villages Multifamily Residential District
 TO: VR-2, Villages Rural Residential District
 8
 9
 10:23AM 10 MR. BRISKE: Like I stated at the beginning of
 11 the meeting our next case, Z-2012-10 has a couple of
 12 items that will have to be considered in the regular
 13 Planning Board meeting, so we're going to move that
 14 one to the end of the agenda. So we'll move forward
 10:24AM 15 with Case Z-2012-11, which is 11 Eden Lane, V-4,
 16 Villages Multifamily Residential District
 17 to a VR-2, Villages Rural Residential District.
 18 Members of the Board, once again I'll ask if
 19 there's been any ex parte communication on this case
 with the Applicant, the agents, attorneys, witnesses
 20 or with any fellow Planning Board members or anyone
 08:56AM 21 from the general public prior to this hearing. I'll
 22 also ask that you disclose if you have visited the
 23 subject property. And if you are a relative or a
 24 business associate of the Applicant or the
 08:56AM 25 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Applicant's agent. Starting with Mr. Stitt.
 2 MR. STITT: Mr. Chairman, thank you. None to
 3 all of the above.
 4 MR. BRISKE: Thank you. Ms. Hightower.
 10:24AM 5 MS. HIGHTOWER: None to all of the above.
 6 MR. GOODLOE: No to all.
 7 MR. WOODWARD: No to all.
 8 MR. BRISKE: And the Chairman, no to all.
 9 MR. TATE: No to all.
 10:25AM 10 MS. DAVIS: No to all.
 11 MR. WINGATE: I only drove over to the area to
 12 observe. No contact.
 13 MS. SINDEL: None to all of the above.
 14 MR. BRISKE: All right. Thank you.
 10:25AM 15 Sorry about that, folks. Having a little bit
 16 of technical difficulties up here. Our next case,
 17 Z-2012-11. Ms. Carol J. Simpson, who is the agent
 18 for Mary Moye and John Huelsbeck, Jr., and Linda
 19 Aligood. Ms. Simpson, would you please come
 10:27AM 20 forward.
 21 Good morning, ma'am. We'll ask you to be sworn
 22 in, please.
 23 (WHEREUPON, Ms. Simpson was sworn).
 24 MR. BRISKE: Good morning. Would you please
 10:27AM 25 state your name and address for the record.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. SIMPSON: My name is Carol Simpson. My
 2 address is 320 Gulf Breeze Parkway, Gulf Breeze,
 3 Florida.
 4 MR. BRISKE: Thank you. Have you received a
 10:27AM 5 copy of the Staff's Findings-of-Fact?
 6 MS. SIMPSON: Yes, I have.
 7 MR. BRISKE: Do you understand that you have
 8 the burden of providing substantial competent
 9 evidence that this proposed rezoning is consistent
 10:28AM 10 with the Comprehensive Plan, further the goals,
 11 objectives and policies of that plan, and is not in
 12 conflict with any portion of the County's Land
 13 Development Code?
 14 MS. SIMPSON: Yes, sir, I do.
 10:28AM 15 MR. BRISKE: Thank you, ma'am. You may
 16 proceed.
 17 MS. SIMPSON: On Number 1, consistency with the
 18 Comprehensive Plan. Our proposed plan is compliant
 19 with the Comprehensive Plan and the County Land
 10:28AM 20 Development Code.
 21 Consistency with the code. The Land
 22 Development Code for the area is mainly rural and
 23 rural land development with affordable single
 24 residence, as well as agricultural activity, which
 10:28AM 25 will fit into the code.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 The compatibility with the surrounding uses.
 2 The proposed plan is compatible with surrounding
 3 areas. The properties around the site are zoned
 4 rural residential as well as agriculture.
 10:29AM 5 The change in conditions. There will be no
 6 major structural change to the said property with
 7 the exception of removal of debris and underbrush.
 8 However, this should help the appearance of the
 9 house, and the land will be greatly improved,
 10:29AM 10 therefore, improving the surrounding properties.
 11 The effect on natural environment. It is not
 12 believed that the repurposing of the property will
 13 have any negative effects on the surrounding
 14 environmental area.
 10:29AM 15 And the development plan patterns. The
 16 proposed amendments will be consistent with the
 17 surrounding property's current zoning.
 18 MR. BRISKE: Okay. Board members, any
 19 questions at this point?
 10:29AM 20 Do you have any witnesses to offer?
 21 MS. SIMPSON: No, sir.
 22 MR. BRISKE: Thank you. And I got myself out
 23 of whack. We didn't do the pictures and the maps.
 24 So if you will just have a seat we will be calling
 10:30AM 25 you back up in just a moment. Go ahead and present
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1 the pictures and the maps here, please.
 2 MR. FISHER: John Fisher, Urban Planner, II.
 3 This is case Z-2012-11. From V-4, Villages
 4 Multifamily Residential District
 10:30AM 5 to VR-2, Villages Rural Residential District.
 6 This is our locational wetlands map. This is
 7 the aerial map of the 500 foot buffer. This is the
 8 future land use map MU-S, Mixed Use Suburban. This
 9 is the existing land use map. This is a public
 10:30AM 10 hearing sign.
 11 This is looking west along Eden Lane. This is
 12 looking southwest onto the subject property. This
 13 is looking southeast onto the subject property.
 14 This is looking east along Eden Lane. This is
 10:30AM 15 looking south onto the subject property. And this
 16 is the 500 foot radius map. And this is the mailing
 17 list.
 18 Do you want me to go to Staff Findings?
 19 MR. BRISKE: Before you go into that, any
 10:31AM 20 questions on the maps or photography, please?
 21 Okay. John, when you do the criterion, I
 22 noticed that the findings in Criterion 4 seem to be
 23 a little bit open ended. It doesn't have typically
 24 what we normally state in there, whether there's a
 10:31AM 25 changed condition or not. So if you'll just address
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 that when we get in there. It addresses some other
 2 properties, but it doesn't specifically say here we
 3 have a changed condition impact. So with that,
 4 we'll let you go ahead and start the findings.

10:31AM 5 MR. FISHER: Sure thing. Thanks, Mr. Chairman.
 6 Criterion (1), consistent with the Comprehensive
 7 Plan. The proposed amendment to VR-2 is consistent
 8 with the intent and purpose of the Future Land Use
 9 category Mixed Use Suburban as stated in Future Land
 10 Use 1.1.1 because the proposed use of the property
 11 is one permitted under Mixed Use Suburban.
 12 The proposed amendment is consistent with the
 13 intent and purpose of the Future Land Use category
 14 Mixed Use Suburban as stated in Future Land Use
 15 1.3.1. The surrounding and abutting existing land
 16 uses are agricultural and residential.
 17 The proposed amendment is consistent with the
 18 intent of Future Land Use 1.5.3 promoting the
 19 efficient use of the existing public roads,
 20 utilities and service infrastructure. The proposed
 21 amendment also encourages redevelopment of the
 22 underutilized property.
 23 Criterion 2, consistent with the Land
 24 Development Code. The proposed amendment is
 25 consistent with the intent and purpose of the Land
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1 Development Code. Permitted uses range from single
 2 family residential, characterized by rural land
 3 development patterns, to agricultural related
 4 activities.

10:33AM 5 Criterion 3, compatible with the surrounding
 6 uses. The proposed amendment is compatible with the
 7 surrounding existing uses in the area. Within the
 8 500 foot radius impact area, Staff identified
 9 properties with zoning districts VR-2, V-4, V-3,
 10 VAG-1, VR-1 and P. There are five vacant parcels,
 11 seven single family, four mobile homes, three
 12 multifamily and one elementary school.
 13 Criterion 4, changed conditions. Staff found
 14 rezoning cases Z-2004-19 at 1172 Highway 95A North
 15 that was rezoned from V-3 to VR-2. A Large Scale
 16 Amendment at 200 Becks Lake Rd was approved by the
 17 Department of Economic Opportunity on December 16,
 18 2011 and adopted by the Board of County
 19 Commissioners on January 19, 2012. The parcel was
 20 currently rezoned from VAG-1 to ID-1 today, Case
 21 Number 2012-08. We don't see any changed
 22 conditions.
 23 Criterion 5 findings. According to the
 24 National Wetland Inventory, wetlands were indicated
 25 on the subject property, but no hydric soils were
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1 indicated. When applicable, further review during
 2 the site plan review process will be necessary to
 3 determine if there would be any significant adverse
 4 impact on the natural environment.

10:34AM 5 Criterion 6, development patterns. The
 6 proposed amendment would result in a logical and
 7 orderly development pattern. The proposed request
 8 to VR-2, Villages Rural Residential District is
 9 consistent and does contribute to the existing
 10 residential type and agricultural uses in the
 11 surrounding development patterns.
 12 And that consists of Staff's findings.
 13 MR. BRISKE: Thank you. Ms. Simpson, do you
 14 have any questions for Staff members?

10:35AM 15 MS. SIMPSON: No, sir.
 16 MR. BRISKE: You indicated no. Okay. Board,
 17 any questions of Staff?
 18 MS. DAVIS: Can I ask you, are we doing the
 19 last case or the third case?

10:35AM 20 MR. BRISKE: Yes, ma'am, we're doing the last
 21 one on Eden Lane, that is correct.
 22 Any questions before we go to public comment?
 23 We do have a speaker.
 24 I'm not going to read again the whole
 10:35AM 25 statement, but I will just ask you to limit your
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 comments to criterion exceptions if you're going to
 2 speak. And, obviously, you must be present here
 3 today before speaking before the Board of County
 4 Commissioners.

10:35AM 5 I do have one speaker signed up today. I
 6 didn't say this at the beginning, but we do have a
 7 three minute time limit for members of the public to
 8 speak. That's why you'll see the stopwatch up
 9 there.

10:35AM 10 Ms. Edna Francis Lee, please. Good morning,
 11 ma'am. Please be sworn in.
 12 (WHEREUPON, Ms. Lee was sworn).
 13 MR. BRISKE: Thank you, ma'am. If you'll
 14 please come forward and state your name and address
 15 for the record.

10:36AM 16 MS. STEWART: My name is Edna Frances Lee. I
 17 live at 850 Ferasent (phonetic) Road, which is
 18 behind the area.
 19 MR. BRISKE: Okay. If you would, just pull the
 10:36AM 20 microphone just a little bit closer to you. We're
 21 recording everything here today. Thank you. Go
 22 ahead, please.
 23 MS. LEE: Yes. What I am here for is I'm
 24 concerned because my friend and I who owns property
 10:36AM 25 right across, which is adjoining the area that y'all
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 were talking about, we would not like – really, the
 2 neighbors around there do not like – want change in
 3 it. We want it to stay – cleaned up, yes. But as
 4 far as multi complexes and stuff coming in, no. We
 10:37AM 5 want it – we like our quiet and we don't want it
 6 changed.
 7 MR. BRISKE: Okay. Anything else to add?
 8 MS. LEE: No.
 9 MR. BRISKE: Thank you. Board members, are
 10 there any questions of Ms. Lee?
 11 Okay. Thank you, ma'am.
 12 Horace, would you just take one moment and
 13 quickly describe the two changes, the change from
 14 V-4 to VR-2, what that might encompass?
 10:37AM 15 MR. JONES: Yes. VR-2 zoning does not allow
 16 for any duplexes or any apartments or anything like
 17 that. Basically, it does allow for more
 18 agricultural type uses in zonings, but as far as any
 19 type of apartments or complexes of that type, yes,
 10:38AM 20 all those uses are prohibited.
 21 MR. BRISKE: Okay. All right. Ms. Simpson, if
 22 you'll please come forward again.
 23 I'm sorry. Was there anyone else from the
 24 public who wishes to speak on this matter?
 10:38AM 25 All right. I'm hereby closing the public
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 on hold for just a moment. And I'm hereby going to
 2 open the official Escambia County Planning Board
 3 Meeting. We won't need you to make verbatim notes
 4 of this meeting so just be on standby when we come
 5 back to do the rezoning, the quasi-judicial.
 6 (Break).
 7 *****
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 TAYLOR REPORTING SERVICES, INCORPORATED

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1 comment portion of the meeting.
 2 Ms. Simpson, do you have anything else to add?
 3 MS. SIMPSON: No, I don't.
 4 MR. BRISKE: Board members, any additional
 10:38AM 5 questions? All right. The chair will entertain a
 6 motion.
 7 MR. TATE: Mr. Chairman, I move that the Board
 8 recommend approval of Z-2012-11 from V-4, Village
 9 Multifamily Residential to VR-2, Villages Rural
 10 Residential District and accept Staff's
 11 Findings-of-Fact.
 12 MS. DAVIS: Second that.
 13 MR. BRISKE: We have a motion and a second.
 14 Any discussion? All right. All those in favor,
 08:35AM 15 indicate by saying aye.
 16 (Board members vote.)
 17 MR. BRISKE: Opposed?
 18 (None.)
 19 MR. BRISKE: Passes unanimously. It's been
 08:47AM 20 granted. You'll go in front of the Board of County
 21 Commissioners next.
 22 MS. SIMPSON: Thank you very much.
 23 MR. BRISKE: At this time we are going to go
 24 back to case Z-2012-10. We will pause before we
 10:39AM 25 start that case. Put our rezoning hearing request
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 CASE: Z-2012-10
 2
 3 APPLICANT: Neal Bjorklund, Agent for Galen and Rosalie
 Schmidt
 4 ADDRESS: Highway 97A
 PROPERTY REFERENCE NO. 24-33-4100-000-000
 5 FUTURE LAND USE: AG, Agricultural
 COMMISSIONER DISTRICT: 5
 6 OVERLAY AREA: NA BCC MEETING DATE:
 FROM: VAG-1, Village Agricultural District(5 du per 100
 7 acres on one-acre parcels)
 TO: ID-2, Industrial, General Industrial District
 8 (noncumulative)
 9
 10
 11 MR. BRISKE: We have temporarily put the
 12 Planning Board meeting on hold and have come back
 13 into session with the quasi-judicial rezoning
 14 hearings. And we are going to hear case Z-2012-10,
 11:20AM 15 Highway 97A, from Villages Agricultural 1 to ID-2,
 16 Industrial, General Industrial District.
 17 Members of the Board, I will ask if there's
 18 been any ex parte communication between you, the
 19 applicant, agents, attorneys, witnesses, fellow
 11:20AM 20 planning board members or any member of the general
 21 public prior to this hearing? I'll also ask that
 22 you disclose whether you have visited the subject
 23 property and if you are a relative, business
 24 associate of the applicant or the applicant's
 11:20AM 25 agents. We'll start at the far end again, Mr.
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. D.

Meeting Date: 05/14/2012

CASE : Z-2012-11

APPLICANT: Carol J. Simpson. Agent for
Mary J. Moye, John W.
Huelsbeck, Jr., Linda
Aligood, Owner

ADDRESS: 11 Eden Lane

PROPERTY REFERENCE NO.: 02-1N-31-3402-000-009

FUTURE LAND USE: MU-S, Mixed Use Suburban

COMMISSIONER DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE: 06/28/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: V-4, Villages Multifamily Residential District

TO: VR-2, Villages Rural Residential District

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use district categories (with the exception of residential development).

FINDINGS

The proposed amendment to VR-2 **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban as stated in CPP FLU 1.1.1 because the proposed use of the property is one permitted under Mixed-Use Suburban.

The proposed amendment **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban as stated in CPP FLU 1.3.1. The surrounding and abutting existing land uses are agricultural and residential, which allow density of 10 units per acre as VR-2 zoning allows one unit per 0.75 acre.

The proposed amendment **is consistent** with the intent of CPP FLU 1.5.3 promoting the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.25. V-4 Villages Multifamily Residential District. Gross density (seven units per acre).

A. Intent and purpose of district. Multifamily residential district characterized by a mix of duplexes, apartments, townhouses, patio homes, and mobile home subdivisions. Single-family detached residences are also allowed in this district. There is a maximum height limitation of two stories. No minimum lot size for new subdivisions, but development must meet overall maximum density requirements. Refer to article 11 for uses and densities allowed in V-4, villages multifamily residential 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. Any use permitted in V-1, V-2 or V-3.
2. Multiple-family dwellings and structures, including single-family attached dwellings, duplexes, quadraplexes, townhouses, building clusters and zero lot line developments.
3. Boarding and lodging houses.
4. Community residential homes.
5. Nursing homes, retirement homes, convalescent homes, adult congregate living facilities, kindergartens, child care centers and foster care centers.
6. Mobile home subdivisions.

C. Conditional uses.

1. Any conditional use allowed in V-1, V-2 or V-3.
2. Hospitals and clinics (except animal hospitals and veterinary clinics).
3. Dormitories, fraternity and sorority houses.

6.05.23. VR Villages Rural Residential Districts.

VR-2-- Gross density: One unit per 0.75 acre.

A. Intent and purpose of districts. Single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. VR-1 densities reflect large lot rural land development patterns, while VR-2 densities reflect the need for more affordable lot sizes for single family and mobile home development. Refer to Article 11 for uses, heights and densities allowed in VR, villages rural residential areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Single-family residences.

2. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.

3. Silviculture.

4. Mariculture and aquaculture.

5. Campground and recreational vehicle parks.

6. Public utility.

7. Stables, private and public (minimum lot size two acres).

8. Animal hospitals, clinics and kennels (minimum lot size two acres).

9. Display and sale of fruit, vegetables and similar agricultural products. 10. Mobile homes as single-family dwelling, subject to the other relevant provisions of this Code.

11. Places of worship.

12. Educational facilities.

13. Clubs and lodges.

14. Guest residences.

15. Public utility and service structures not included in subpart C. or D., below.

16. Feed and farm equipment stores.

17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and other similar uses.

18. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.

19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.

20. Home occupations.

21. Existing auto salvage business.

22. Family day care homes and family foster homes.

23. 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).

C. Conditional uses.

1. Mobile home parks, duplexes, triplexes, and quadraplexes.

2. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).

3. Shooting ranges, gun and rifle clubs, etc.

4. Hunting preserve, shooting ranges, gun and rifle clubs, etc.

5. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.

6. Hospitals, clinics, nursing homes and similar uses.

7. Borrow pits and reclamation activities thereof (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).
 8. Junkyards, salvage yards, and waste tire processing facilities.
 9. Any conditional use permitted in the preceding villages districts.
- D. Prohibited uses.
1. Landfills or hazardous waste storage facilities (permanent), but not including solid waste transfer stations, collection points and/or processing facilities.
 2. Commercial communication towers.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. Permitted uses include farm animals, agricultural-related activities, single family residential characterized by rural land development patterns.

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 identified properties with zoning districts VR-2, V-4, V-3, VAG-1, VR-1 and P. There are five vacant parcels, seven single family, four mobile homes, three multifamily properties, and one elementary school.

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 rezoning case Z-2004-19 at 1172 Hwy 95A N that was rezoned from V-3 to VR-2. A large scale amendment at 200 Becks Lake Rd that was approved by the Department of Economic Opportunity (DEO) on December 16, 2011 and adopted by the Board of County Commissioners on January 11, 2011. The same parcel is currently requesting a rezoning from VAG-1 to ID-2.

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 **were indicated** on the subject property, but no hydric soils were indicated. When applicable, further review during the site plan

review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

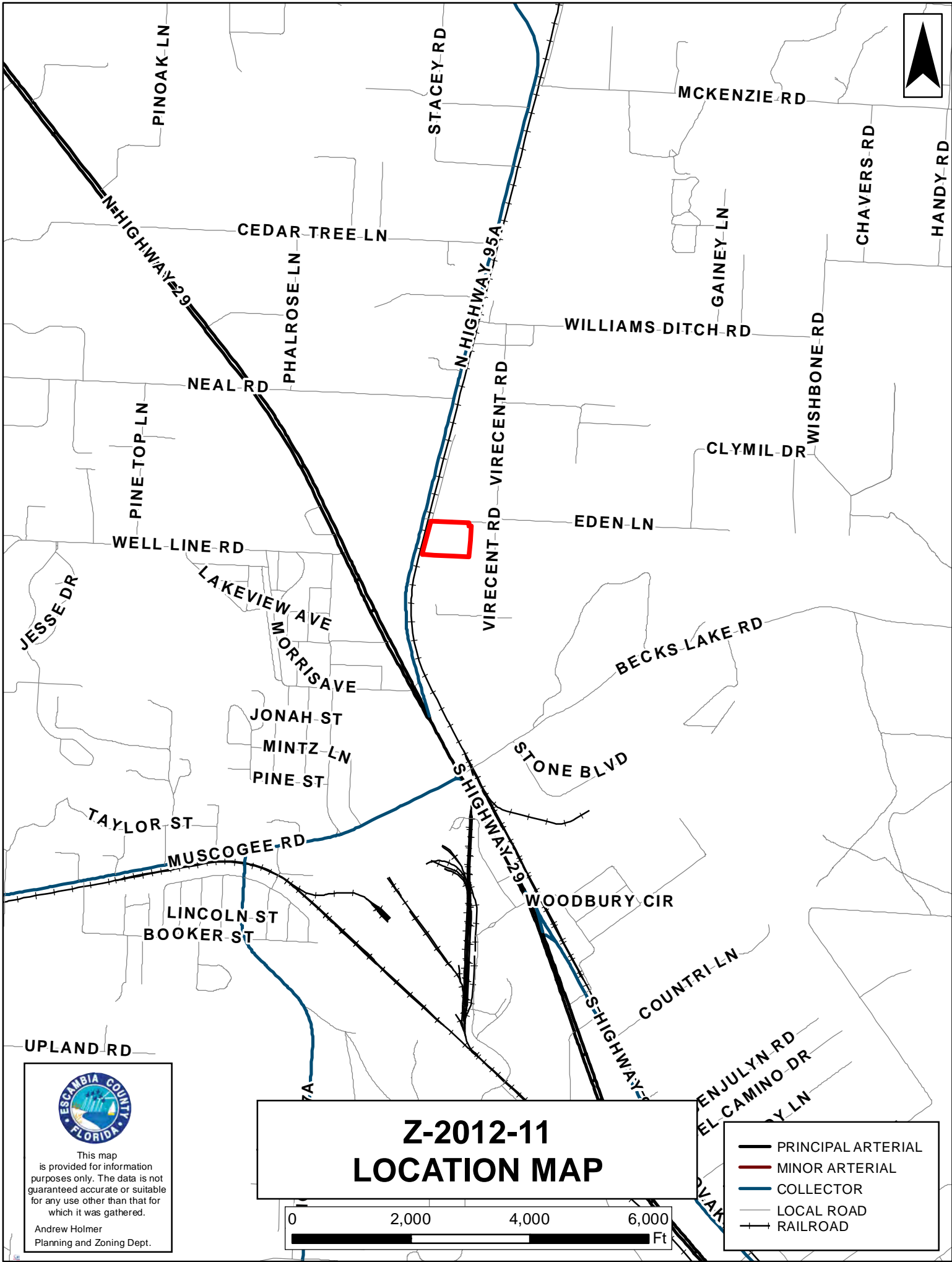
Development patterns.

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

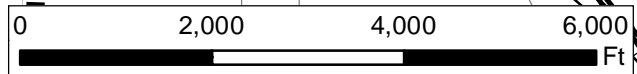
FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern.


The proposed request to VR-2, Villages Rural Residential District is consistent and does contribute to the existing residential type and agricultural uses in surrounding development patterns.



Z-2012-11 LOCATION MAP

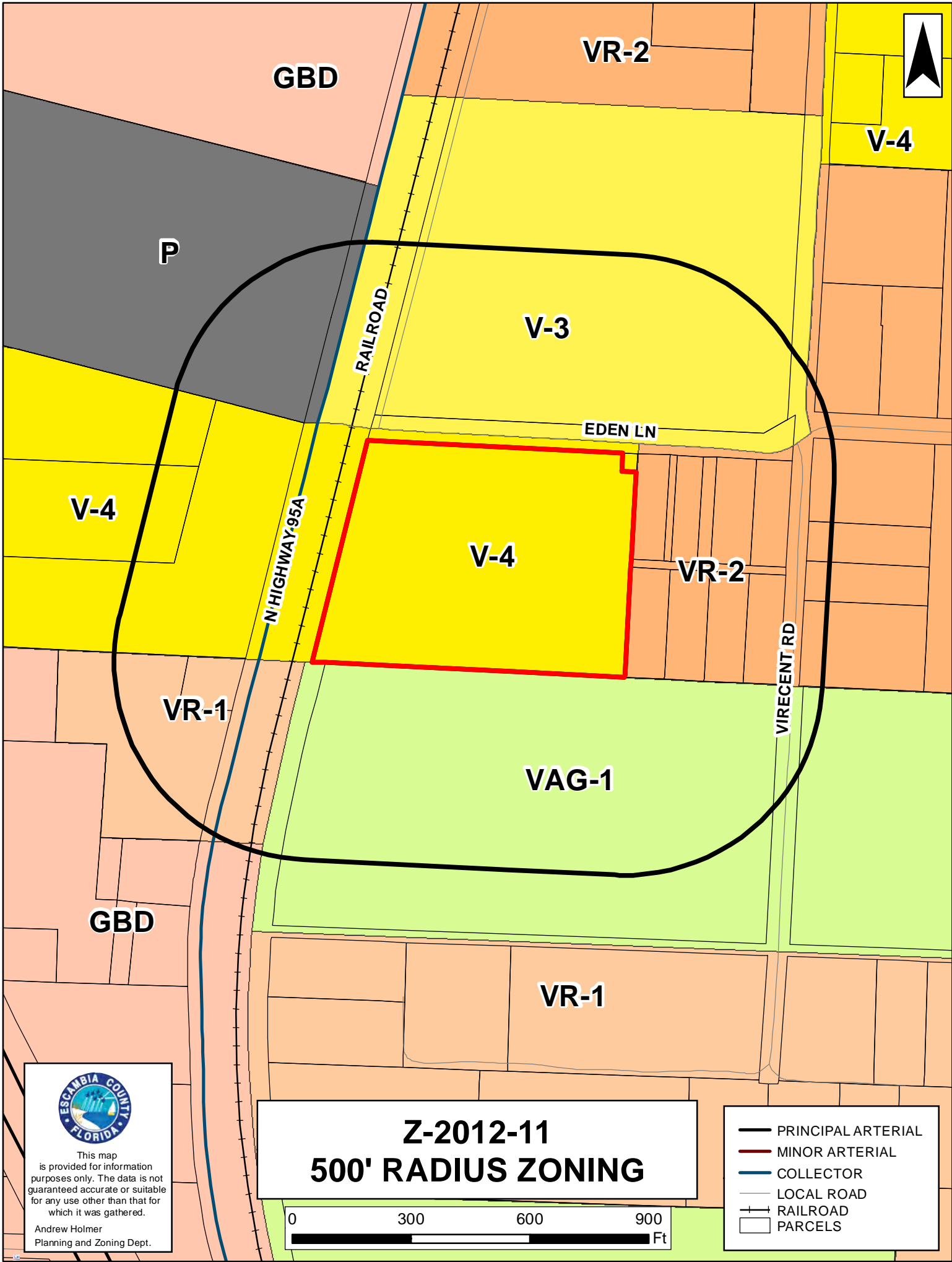


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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

Andrew Holmer
Planning and Zoning Dept.



GBD

VR-2

V-4

P

V-3

RAILROAD

EDEN LN

V-4

V-4

VR-2

N HIGHWAY 95A

VIRECENT RD

VR-1

VAG-1

GBD

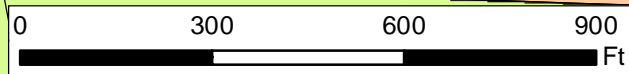
VR-1



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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-11
500' RADIUS ZONING



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



MU-S

MU-S

MU-S

MU-U

MU-S

MU-S

N. HIGHWAY 95A

RAILROAD

EDEN LN

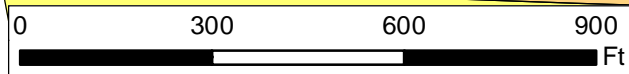
VIRECENT RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-11 FUTURE LAND USE



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



JIM ALLEN
ELEMENTARY SCHOOL

N. HIGHWAY 95A

PARALLEL RD

VIRECENT RD

IMPROV AGRICUTURAL

SF MH SF SF

MF

EDEN LN

MF

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MH SF SF V

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TIMBER INTERNATIONAL PAPER

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INTERNATIONAL
PAPER

SHOPPING
PLAZA

V STORE

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MH

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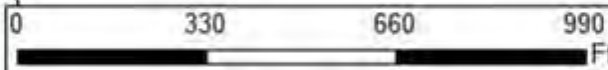
VIRECENT DR



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-11 ELU MAP



- parcel_cam a_ Buffer14
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



N-HIGHWAY-95A

PARALLEL RD

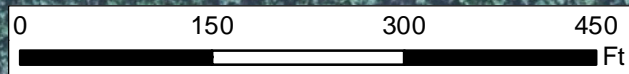
EDEN LN



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-11 AERIAL/WETLANDS MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS
- WETLANDS_2006



**NOTICE OF
PUBLIC HEARING
REZONING**

CASE NO.: Z-2012-11
CURRENT ZONING: V-4 **PROPOSED ZONING:** VR-2

PLANNING BOARD

DATE: 5/14/12 **TIME:** 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 6/28/12 **TIME:** 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
FOR INFORMATION SEE ESCAMBIA COUNTY

Public Hearing Sign



Looking West along Eden Lane



Looking Southwest onto subject property



Looking Southeast onto Subject Property



Looking East along Eden Lane



Looking South onto Subject Property



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: V-4 to: VR-2

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

Owner(s) Name: John W. Huelsbeck, Jr. Linda Aligood Phone: 968-9385
121 Country Lane 6690 Wonsbertlake Rd
 Address: Cantonment, FL 32533 Pensacola, FL 32526 Email: huelsbeck1@cox.net
Lindaaligood@hotmail.com

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

Property Address: 11 Eden Lane Cantonment, FL 32533

Property Reference Number(s)/Legal Description: 02 1N31-3402-000-009

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Printed Name Owner/Agent

Date

[Signature]

John W. Huelsbeck, Jr.

03/25/12

Signature of Owner Linda Aligood

Printed Name of Owner Linda Aligood

Date 03/25/12

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 25th day of March 20 12, by John W. Huelsbeck, Jr. and Linda Aligood

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

[Signature]
Signature of Notary

Ashleigh McLean
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: 2-2012-11

Meeting Date(s): May 14, 2012 Accepted/Verified by: [Signature] Date: 4/9/12

Fees Paid: \$ 1050 Receipt #: 552727 Permit #: PR2120400011

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



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: V-4 to: VR-2

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

Owner(s) Name: MARY J. MOYE Phone: 972 740 6693

Address: 2718 CARTERTON WAY, FLOWER MOUND, TX Email: jmoyle@mojecoconsulting.com

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

Property Address: 11 EDEN LANE, CANTONMENT, FL 32533

Property Reference Number(s)/Legal Description: 02 IN 31 - 3402 - 000 - 009

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Printed Name Owner/Agent

Date

Mary J. Moye
Signature of Owner

MARY J. MOYE
Printed Name of Owner

03.21.2012
Date

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 21 day of March 20 12

by Mary J. Moye

Personally Known OR Produced Identification . Type of Identification Produced:

Madeline D. Weber
Signature of Notary

Madeline D. Weber
Printed Name of Notary

(notary seal must be affixed)



FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-11

Meeting Date(s): May 14, 2012 Accepted/Verified by: [Signature] Date: 4/9/12

Fees Paid: \$ 1050 Receipt #: 552727 Permit #: PR2.120400011



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 11 EDEN LANE, CANTONMENT,
Florida, property reference number(s) _____

I hereby designate Carol J. Simpson 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 21ST day of MARCH the year of,
2012, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: Carol J. Simpson Email: carolsimp@gmail

Address: 324 P.O. Box 1032 Gulf Breeze, FL 32561 Phone: 850-982-0782

[Signature]
Signature of Property Owner

MARY J. MOYE
Printed Name of Property Owner

03-21-2012
Date

[Signature]
Signature of Property Owner
Linda Alligood

John W. Huelsbeck, Jr.
Printed Name of Property Owner
Linda Alligood

03-25-2012
Date
03-25-2012

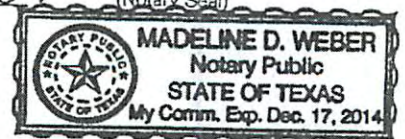
STATE OF Texas COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 21 day of March 2012
by Mary J. Moye.

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

[Signature]
Signature of Notary

Madeline D. Weber
Printed Name of Notary (Notary Seal)





Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): _____

Property Address: 11 EDEN LANE, CANTONMENT, FL 32533

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 22ND DAY OF MARCH, YEAR OF 2012.

[Signature]
Signature of Property Owner

MARY J. MOYE
Printed Name of Property Owner

3/22/12
Date

[Signature]
Signature of Property Owner
Linda Aligood

John W. Huelsbeck, Jr.
Printed Name of Property Owner
Linda Aligood

03/25/12
Date
03/25/12

[Back](#)

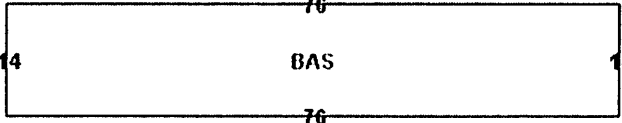
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

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Parcel Information	Restore Map	Get Map Image	Launch Interactive Map
Section Map Id: 02-1N-31-2			

Buildings	
Building 1 - Address:15 EDEN LN, Year Built: 2005, Effective Year: 2005	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Structural Elements</div> MH FLOOR SYSTEM-TYPICAL MH EXTERIOR WALL- <i>VINYL/METAL</i> NO. PLUMBING FIXTURES- <i>6.00</i> DWELLING UNITS-1.00 MH ROOF FRAMING-GABLE <i>HIP</i> MH ROOF COVER-COMP <i>SHINGLE/WOOD</i> MH INTERIOR FINISH- <i>DRYWALL/PLASTER</i> MH FLOOR FINISH-CARPET NO. STORIES-1.00 MH FLOOR FINISH-VINYL MH MILLWORK-TYPICAL MH HEAT/AIR-HEAT & AIR MH STRUCTURAL FRAME- <i>TYPICAL</i> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">Areas - 1064 Total SF</div> BASE AREA - 1064	
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

REZONING CRITERIA

1. **Consistency with the Comprehensive Plan:** Our proposed plan is compliant with the comprehensive plan and the county's Land Development Code.
2. **Consistency with the code:** The land development code for the area is mainly rural land development with affordable single residents as well as agricultural activities which will fit into this code.
3. **Compatibility with the surrounding uses:** The proposed plan is compatible with surrounding area. Properties surrounding the site are zoned rural residential areas including agriculture.
4. **Changed Conditions:** There will be no major structural changes to said property, with the exception of the removal of debris and underbrush, however; the appearance of the house and land will be greatly improved, therefore improving the surrounding properties.
5. **Effect on natural environment:** It is not believed that the repurposing of the property will have any negative effects on the surrounding environment area.
6. **Development Patterns:** The purposed amendment will be consistent with the surrounding properties current zonings.

OR BK 5043 PG0205
Escambia County, Florida
INSTRUMENT 2002-044453

DEED DOC STAMPS PD @ ESC CO 0.70
12/31/02 ERNIE LEE WILSON, CLERK
By: [Signature]

copy
6.00
4.50
10.50
11.20

This instrument was prepared by:
Gerald L. Brown
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Parcel Identification No: 02-1N-31-3402-000-009

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21st day of December, 2002, by John W. Huelsbeck, whose post office address is 262 Muscogee Road, Cantonment, Florida 32533, Grantor, in favor of Linda S. Aligood, as to an undivided 1/6th interest, John W. Huelsbeck, Jr., as to an undivided 1/6th interest, and Mary J. Moye, as to an undivided 1/6th interest, whose post office address is 6690 Wonderlake Road, Pensacola, Florida 32526, Grantees:

WITNESSETH, That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto said Linda S. Aligood, as to an undivided 1/6th interest, John W. Huelsbeck, Jr., as to an undivided 1/6th interest, and Mary J. Moye, as to an undivided 1/6th interest forever, all of his right, title, interest, claim, demand in and to the real property described as follows, to-wit:

Beginning at the Southeast Corner of the Southwest Quarter of Section Two (2), Township One (1) North, Range Thirty-One (31) West, thence West 400 feet to a point of beginning, thence North 561 feet (and parallel to section line), thence West 672.5 feet to the East side of the Louisville and Nashville Railroad right away, thence Southwest along said right away to the section line, thence East 821 feet to the point of beginning, all in Escambia County, Florida.

Grantor reserves a life estate in and to the above described property. Grantor's life estate shall terminate upon Grantor vacating the property.

6.00
4.50
10.50
11.20

REC'D APR 09 2012
OR BK 5043 PG 205
Escambia County, Florida
INSTRUMENT 2002-044453

DEED DOC STAMPS PD @ ESC CO \$ 0.70
12/31/02 ERNIE LEE WADSWORTH, CLERK
By: *[Signature]*

This instrument was prepared by:
Gerald L. Brown
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Parcel Identification No: 02-1N-31-3402-000-009

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Grantor reserves a life estate in and to the above described property. Grantor's life estate shall terminate upon Grantor vacating the property.

REC'D APR 09 2012

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantees forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

(1) [Signature]
Printed Name: JOHN W. HUELSBECK

[Signature] L.S.
John W. Huelsbeck

(2) [Signature]
Printed Name: KARIN BONANNO
As to John W. Huelsbeck

RCD Dec 31, 2002 04:30 pm
Escambia County, Florida

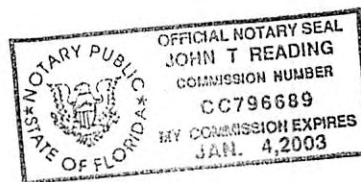
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-044453

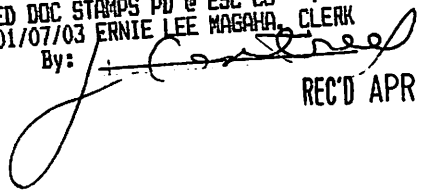
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of December, 2002 by John W. Huelsbeck, who () is personally known to me or who () has produced known to me and who did not take an oath.

[Signature] (SEAL)
Notary Public
State of FLORIDA
My Commission Expires: _____

U:\LAS\REALPROP\aligoodqcd4.wpd



DEED DOC STAMPS PD @ ESC CO \$ 0.70
01/07/03 ERNIE LEE MAGAHA, CLERK
By: 

REC'D APR 09 2012

6.80
3.50
70.50
77.70
11.20

This instrument was prepared by:
Gerald L. Brown
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Parcel Identification No: 02-1N-31-3402-000-009

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 2nd day of January, 2003, by John W. Huelsbeck, whose post office address is 262 Muscogee Road, Cantonment, Florida 32533, Grantor, in favor of Linda S. Aligood, as to an undivided 1/6th interest, John W. Huelsbeck, Jr., as to an undivided 1/6th interest, and Mary J. Moye, as to an undivided 1/6th interest, whose post office address is 6690 Wonderlake Road, Pensacola, Florida 32526, Grantees:

WITNESSETH, That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto said Linda S. Aligood, as to an undivided 1/6th interest, John W. Huelsbeck, Jr., as to an undivided 1/6th interest, and Mary J. Moye, as to an undivided 1/6th interest forever, all of his right, title, interest, claim, demand in and to the real property described as follows, to-wit:

Beginning at the Southeast Corner of the Southwest Quarter of Section Two (2), Township One (1) North, Range Thirty-One (31) West, thence West 400 feet to a point of beginning, thence North 561 feet (and parallel to section line), thence West 672.5 feet to the East side of the Louisville and Nashville Railroad right away, thence Southwest along said right away to the section line, thence East 821 feet to the point of beginning, all in Escambia County, Florida.

Grantor reserves a life estate in and to the above described property. Grantor's life estate shall terminate upon Grantor vacating the property.

REC'D APR 09 2012

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantees forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of:

(1) [Signature]
Printed Name: JOHN READING, JR.

[Signature] L.S.
John W. Huelsbeck

(2) [Signature]
Printed Name: KARIN BONANNO
As to John W. Huelsbeck

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2003 by John W. Huelsbeck, who (is) personally known to me or who () has produced _____ and who did not take an oath.

[Signature] (SEAL)
Notary Public
State of Florida
My Commission Expires: 09-14-2003



Kimberly J. Gadenhead
Commission # CG 859373
Expires Sep. 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

U:\LAS\REALPROP\aligoodqcd5.wpd



Kimberly J. Gadenhead
Commission # CG 859373
Expires Sep. 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

RCD Jan 07, 2003 03:13 PM
Escambia County, Florida

ERNIE LEE MAGN
Clerk of the Circuit
INSTRUMENT 2003-046219

Recorded in Public Records 01/30/2012 at 10:33 AM OR Book 6813 Page 848,
Instrument #2012006747, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$0.70

Prepared by;
Michael D. Tidwell, Esquire
811 N. Spring Street
Pensacola, Florida 32501

QUITCLAIM DEED

**STATE OF FLORIDA
ESCAMBIA COUNTY**

THIS QUITCLAIM DEED, made on this 14 day of January, 2012, among JOHN W. HUELSBECK, JR., MARY JEANETTE MOYE, LINDA SUSAN ALIGOOD and JOSEPH F. HUELSBECK, JR., Grantors and MARGARET L. MARABELLA f/k/a MARGARET STRANZEL a/k/a MARGARET STRANZEL MARABELLA, Grantee(s) whose address is PO Box 412, Cantonment, Florida 32533.

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee(s), the receipt of which is acknowledged, quitclaims to Grantee(s) and Grantee(s)' heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in Escambia County, Florida:

* THIS IS NOT THE HOMESTEAD OF ANY GRANITOR EXCEPT JOSEPH F. HUELSBECK, JR., UNMARRIED.

Commence at the southeast corner of the Southwest Quarter of Section 2, Township 1 North, Range 31 West, thence go North along Quarter Line a distance of 561 feet; thence West a distance of 300 feet to the point of beginning; thence continue West a distance of 17.40 feet; thence South and parallel to Quarter Section line a distance of 270.5 feet; thence East a distance of 17.40 feet; thence North parallel to the Quarter Section line a distance of 270.5 feet to the point of beginning. All being in Escambia County, Florida.

Property Appraiser's Parcel I.D. No.: 021N313402000001

In Witness Whereof, I have set my hand and seal this 14 day of January, 2012

Signed in the presence of:

Donna Jenkins
Print Name: Donna Jenkins

John W. Huelsbeck, Jr.
JOHN W. HUELSBECK, JR.

Stephanie Minter
Print Name: Stephanie Minter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority to administer oaths and take acknowledgment, this 14 day of January, 2012 personally appeared JOHN W. HUELSBECK, JR., who is

BK: 6813 PG: 849

personally known to me, after being duly sworn, certifies that the information furnished in the foregoing is true and correct to the best of his knowledge and belief.



Stephanie Sims
NOTARY PUBLIC

(SEAL)

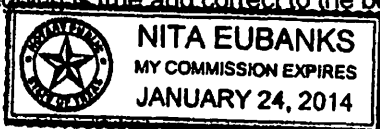
Kevin Cornwell
Print Name: Kevin Cornwell

Mary Jeanette Moye
MARY JEANETTE MOYE

Whitfield King
Print Name: WHITFIELD KING

STATE OF ~~FLORIDA~~ ~~TEXAS~~
COUNTY OF ~~ESCAMBIA~~ ~~DALLAS~~

BEFORE ME, the undersigned authority to administer oaths and take acknowledgment, this 13 day of January, 2012 personally appeared MARY JEANETTE MOYE., who is personally known to me, after being duly sworn, certifies that the information furnished in the foregoing is true and correct to the best of his knowledge and belief.



Nita Eubanks
NOTARY PUBLIC

Sonnia Jenkins
Print Name: Sonnia Jenkins

Linda Susan Aligood
LINDA SUSAN ALIGOOD

Stephanie Minta
Print Name: Stephanie Minta

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority to administer oaths and take acknowledgment, this 14 day of January, 2012 personally appeared LINDA SUSAN ALIGOOD., who is personally known to me, after being duly sworn, certifies that the information furnished in the foregoing is true and correct to the best of his knowledge and belief.



Stephanie Sims
NOTARY PUBLIC

BK: 6813 PG: 850 Last Page

Joseph F Huelsbeck Jr
 Print Name: ~~Joseph F Huelsbeck Jr~~ *Joseph F Huelsbeck Jr*
Wanna Jenkins *Jr* JOSEPH F. HUELSBECK, JR.

Stephanie Sims
 Print Name: *Stephanie Sims*

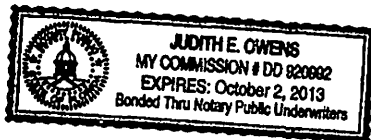
STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority to administer oaths and take acknowledgment, this 16 day of June, 2012 personally appeared JOSEPH F. HUELSBECK, JR., who is personally known to me, after being duly sworn, certifies that the information furnished in the foregoing is true and correct to the best of his knowledge and belief.

Judith E Owens

 NOTARY PUBLIC

(SEAL)



THIS INSTRUMENT PREPARED BY:
Denis A. Braslow
Attorney at Law
917 N. 12th Avenue
Pensacola, Fl. 32501

Parcel ID Number:
CORRECTIVE

Quitclaim Deed

This Quitclaim Deed, Made this 30th day of April, 2012 A.D., Between
John W. Huelsbeck, Jr., Linda S. Aligood and Mary J. Moye

of the County of Escambia, State of Florida, grantor, and
Joseph F. Huelsbeck, Jr.

whose address is: 115 Eden Lane, Cantonment, FL 32533

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia State of Florida to wit:
A LIFE ESTATE IN THE PARCEL DESCRIBED IN THE ATTACHED EXHIBIT "A".

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors.

The Deed is executed and recorded to correct the legal description of the Deed dated 4/18/12 in O. R. Book 6847 at page 506, of the public records of Escambia County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Shanna Hawkins
Printed Name: Shanna Hawkins
Witness John W. Huelsbeck, Jr. & Linda S. Aligood
Eric J. Nickelsen
Printed Name: Eric J. Nickelsen
Witness as to John W. Huelsbeck, Jr. & Linda S. Aligood
Aaron Rose
Printed Name: AARON ROSE
Witness as to Mary J. Moye
Whitfield King
Printed Name: WHITFIELD KING
Witness as to Mary J. Moye

John W. Huelsbeck, Jr. (Seal)
John W. Huelsbeck, Jr.
P.O. Address: 121 Countri Lane,
Cantonment, FL 32533
Linda S. Aligood (Seal)
Linda S. Aligood
P.O. Address: 6690 Wonderlake Road
Pensacola, FL 32526
Mary J. Moye (Seal)
Mary J. Moye
P.O. Address: 2718 Carterton Way
Flower Mound, TX 75022

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of April, 2012 by
John W. Huelsbeck, Jr., and Linda S. Aligood

who are personally known to me or who have produced

Ashleigh McLean



as identification.

Printed Name: Ashleigh McLean
Notary Public
My Commission Expires: September 15, 2015

Quitclaim Deed - Page 2

Parcel ID Number:

STATE OF ^{Texas}
COUNTY OF Dallas

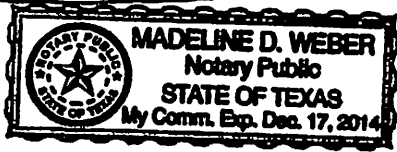
The foregoing instrument was acknowledged before me this
Mary J. Moye

26th day of April

, **2012** by

who is personally known to me or who has produced

as identification.



Madeline D. Weber
Printed Name: Madeline D Weber
Notary Public
My Commission Expires: December 17, 2014

EXHIBIT "A"

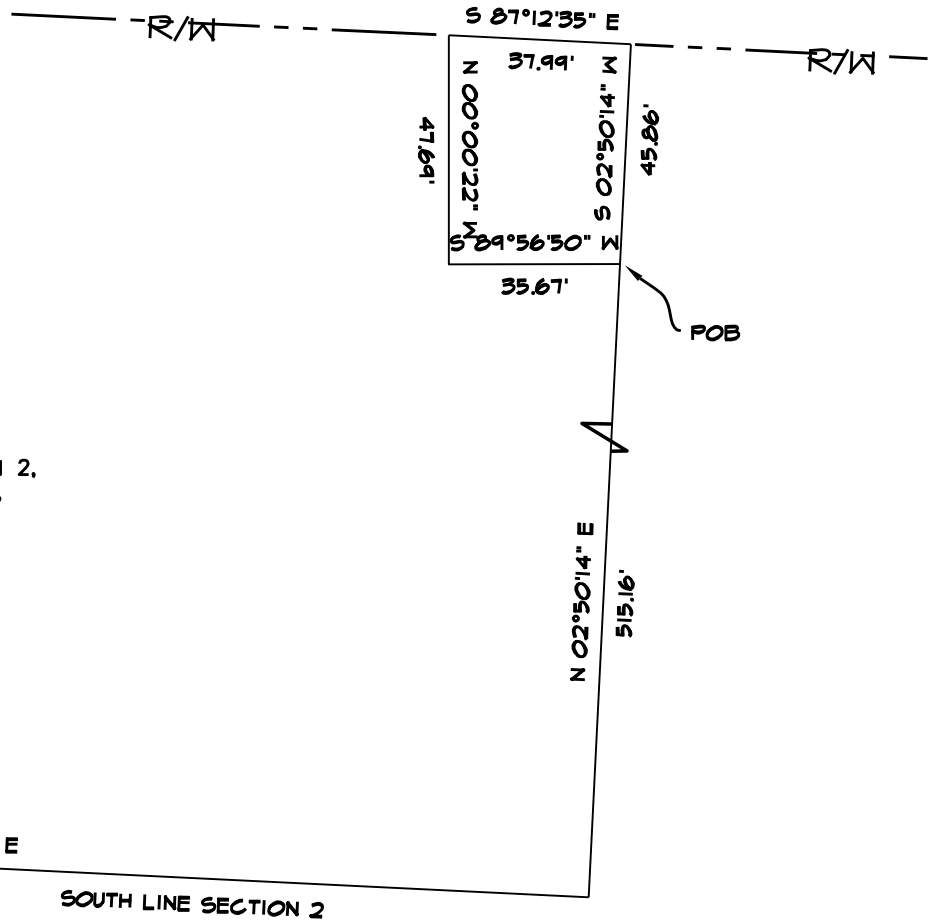
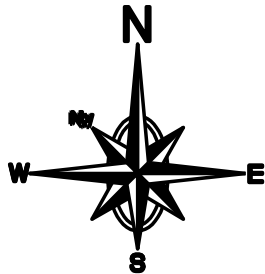
DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

OUT PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 12 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 2247.64 FEET TO A POINT; THENCE GO NORTH 02 DEGREES 50 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 515.16 FEET; THENCE GO SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 35.67 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 47.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EDEN LANE (66' R/W); THENCE GO SOUTH 87 DEGREES 12 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF EDEN LANE FOR A DISTANCE OF 37.99 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 45.86 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.04 ACRES MORE OR LESS.

EDEN LANE (66' R/W)



POINT OF COMMENCEMENT
 THE SOUTHWEST CORNER OF SECTION 2,
 TOWNSHIP 1 NORTH, RANGE 31 WEST,
 ESCAMBIA COUNTY, FLORIDA

SCALE: 1" = 40'

THIS IS NOT A BOUNDARY SURVEY AND IT DOES NOT SHOW IMPROVEMENTS



NORTHWEST FLORIDA LAND SURVEYING, INC.
 A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
 Pensacola, FL 32526
 (850) 432-1052

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO. 350

1. DECEDENT'S NAME (First, Middle, Last, Suffix) John William Huelsbeck Sr.				2. SEX Male	
3. DATE OF BIRTH (Month, Day, Year) March 26, 1924		4a. AGE-Last Birthday (Years) 86		5. DATE OF DEATH (Month, Day, Year) February 2, 2011	
6. SOCIAL SECURITY NUMBER 266-38-6526		7. BIRTHPLACE (City and State or Foreign Country) Cantonment, Florida		8. COUNTY OF DEATH Escambia	
9. PLACE OF DEATH HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival NON-HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
10. FACILITY NAME (If not institution, give street address) Sacred Heart Hospital			11a. CITY, TOWN, OR LOCATION OF DEATH Pensacola		11b. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. MARITAL STATUS (Specify) <input type="checkbox"/> Married <input type="checkbox"/> Married, but Separated <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married					
14a. RESIDENCE - STATE Florida		14b. COUNTY Escambia		14c. CITY, TOWN, OR LOCATION Cantonment	
14d. STREET ADDRESS 121 Countri Lane			14e. APT. NO.	14f. ZIP CODE 32533	14g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired" Auto Repair			15b. KIND OF BUSINESS/INDUSTRY Automobile Industry		
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Isl. (Specify) <input type="checkbox"/> Other (Specify)					
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) <input type="checkbox"/> Yes (If Yes, specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Central/South American <input type="checkbox"/> Other Hispanic (Specify) <input type="checkbox"/> Haitian					
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th or less <input checked="" type="checkbox"/> High school but no diploma <input type="checkbox"/> High school diploma or GED <input type="checkbox"/> College but no degree <input type="checkbox"/> College degree (Specify): <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate					19. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. FATHER'S NAME (First, Middle, Last, Suffix) Joseph F. Huelsbeck			21. MOTHER'S NAME (First, Middle, Maiden Surname) Myrtle . Berg		
22a. INFORMANT'S NAME John W. Huelsbeck, Jr.		22b. RELATIONSHIP TO DECEDENT Son		23a. INFORMANT'S MAILING - STATE Florida	
23b. CITY OR TOWN Cantonment		23c. STREET ADDRESS 121 Countri Lane		23d. ZIP CODE 32533	
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Bayview Memorial Park		25a. LOCATION - STATE Florida		25b. LOCATION - CITY OR TOWN Pensacola	
26a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)					
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? <input type="checkbox"/> Yes <input type="checkbox"/> No		27a. LICENSE NUMBER (of Licensee) F045220		27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Tommy Brown</i>	
28. NAME OF FUNERAL FACILITY Faith Chapel Funeral Home North				29a. FACILITY'S MAILING - STATE Florida	
29b. CITY OR TOWN Cantonment		29c. STREET ADDRESS 1000 Highway 29 South		29d. ZIP CODE 32533	
30. CERTIFIER: <input checked="" type="checkbox"/> Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) <input type="checkbox"/> Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.					
31a. (Signature and Title of Certifier) <i>Lisandra Soto Carballo</i> PHYSICIAN'S SIGNATURE		31b. DATE SIGNED (mm/dd/yyyy) 02/04/2011		32. TIME OF DEATH (24 hr.) 1305	
34a. LICENSE NUMBER (of Certifier) ME 106922		34b. CERTIFIER'S NAME Lisandra Soto Carballo		35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)	
36a. CERTIFIER'S - STATE Florida		36b. CITY OR TOWN Pensacola		36c. STREET ADDRESS 5149 N 9th Ave.	
36d. ZIP CODE 32514		37. SUBREGISTRAR - Signature and Date <i>Melina Abdel-Graber</i>		38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) FEB 14 2011	

Melina Abdel-Graber
DEPUTY REGISTRAR

MAR 23 2012

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.
WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT.



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED





Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

02-1N-31-3402-000-009
Property Reference Number

Carol Simpson
Name 982-0782

11 Eden Lane
Address

Owner Agent

Referral Form Included? Y/N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: V-4 Size of Property: 9.55 +/-
 Future Land Use: MU-5 Commissioner District: _____
 Overlay/AIPD: NA Subdivision: _____
 Redevelopment Area*: _____

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: VR-2

Is Locational Criteria applicable? NA If so, is a compatibility analysis required? _____

In consideration of purchasing the property the applicant wants to rezone to VR-2 to add a stable to

PB May 14- Submit paperwork April 5th
BCC Meeting June 28th

- 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: Allyson Cain 595-3547 Date: 3/20/12

Applicant/Agent Name & Signature: Carol J Simpson

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.

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

(Revised 03/29/2011)



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : 552727

Date Issued. : 04/09/2012

Cashier ID : CASTILLS

Application No. : PRZ120400011

Project Name : Z-2012-11

PAYMENT INFO

Table with 4 columns: Method of Payment, Reference Document, Amount Paid, Comment. Includes a row for 'Check' with amount \$1,050.00 and App ID PRZ120400011.

Received From : ALIGOOD LINDA S 2/6 INT
Total Receipt Amount : \$1,050.00
Change Due : \$0.00

APPLICATION INFO

Table with 5 columns: Application #, Invoice #, Invoice Amt, Balance, Job Address. Includes a row for application PRZ120400011 with invoice 645882 and balance \$0.00.

Summary row with columns: Total Amount, Invoice Amt, Balance, and a note: Balance Due on this/these Application(s) as of 4/9/2012.

WILD OAK FARM LTD
516 LAKEVIEW RD # 8
CLEARWATER FL 33756-3302

COTTAGE HILL LTD
516 LAKEVIEW RD UNIT 8
CLEARWATER FL 33756-3302

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA FL 32505

ARNETTE LESLIE D
1974 VIRECENT RD
CANTONMENT FL 32533

THAMES CARRIE W
809 HWY 95-NORTH
CANTONMENT FL 32533

HUELSBECK JOHN W
121 COUNTRI LN
CANTONMENT FL 32533

MARABELLA MARGARET STRANZEL
PO BOX 412
CANTONMENT FL 32533

KROCHTA GRACE M
PO BOX 523
CANTONMENT FL 32533

HUELSBECK RICHARD
12006 LURAY CT
LOUISVILLE KY 40245

KROCHTA PETER J
830 VIRECENT RD
CANTONMENT FL 32533

HABER ELIZABETH A
808 WATSON AVE
CANTONMENT FL 32533

KROCHTA MELINDA SUE
4468 HWY 95A
MOLINO FL 32577

HUELSBECK JOSEPH F JR
15 EDEN LN
CANTONMENT FL 32533

HALL CHARLES E & DOROTHY H
53 EDEN LN
CANTONMENT FL 32533

WELCH DONALD G
50 EDEN LN
CANTONMENT FL 32533

BENSON ELIZABETH W
1294 HWY 95 A NORTH
CANTONMENT FL 32533

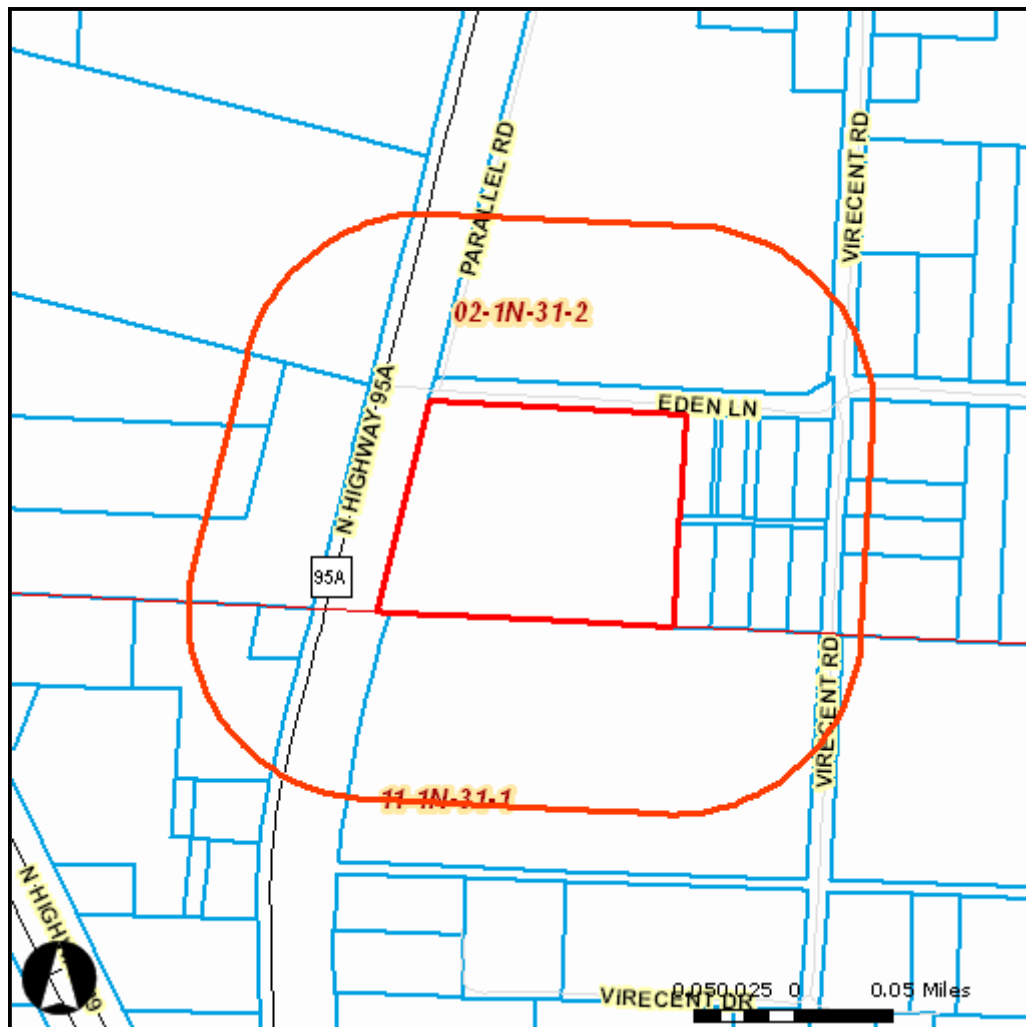
PINSON KYLE J & DEBORAH S
880 VIRECENT RD
CANTONMENT FL 32533

LEE DAVID E
850 VIRECENT RD
CANTONMENT FL 32533

INTERNATIONAL PAPER COMPANY
C/O FIGURE 8 FLORIDA LLC 501
RIVERSIDE AVE SUITE 902
JACKSONVILLE FL 32202

KING EDMON I JR & BRENDA A
819 HWY 95-A N
CANTONMENT FL 32533

ECPA Map



Map Grid



Major Roads

- City Road
- 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 Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5/14/2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-11

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[x] In Favor [] Against

*Name: CAROL J. SIMPSON

*Address: 320 Gulf Breeze Pkwy #312 *City, State, Zip: GULF BREEZE, FL

Email Address: carolsimp@gmail.com Phone: 850-982-0782

Please indicate if you:

[x] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: May 14, 2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-11

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor X Against

*Name: Edna Frances Lee

*Address: 850 Vinecent Rd *City, State, Zip: Cantonment FL 32533

Email Address: crazy3lady2002@yahoo.com Phone: 850 619 2515

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Left -
Did not speak



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 5/13/12

Rezoning Quasi-judicial Hearing _____ Regular Planning Board Meeting _____
Rezoning Case #: 2-2012-11 OR 2-2012-08 Agenda Item Number/Description: _____
_____ In Favor Against _____

*Name: CATHY NOBLE

*Address: 690 Vincent *City, State, Zip: Can't. FLA

Email Address: / Phone: 380-9301

Please indicate if you:
 would like to be notified of any further action related to the public hearing item.
 do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2679

Growth Management Report 14. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/28/2012

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

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 14, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2012-08, Z-2012-09 and Z-2012-11 were heard by the Planning Board on May 14, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-_____

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-2012-08
Location:	200 Becks Lake Rd
Property Reference No.:	11-1N-31-1000-002-001
Property Size:	188-61(+/-) acres
From:	VAG-1, Village
To:	ID-1, Light Industrial District (cumulative)
FLU Category:	MU-U, Mixed Use Urban

Case No.:	Z-2012-09
Location:	2006 Border St
Property Reference No.:	16-2S-30-2300-001-023
Property Size:	2.23 (+/-) acres

From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density &
ID-1, Light Industrial District (cumulative) (no
residential uses allowed)

To: ID-2, General Industrial District
(noncumulative)

FLU Category: MU-U, Mixed Use Urban

Case No.: **Z-2012-11**

Location: 11 Eden Ln

Property Reference No.: 02-1N-31-3402-000-009

Property Size: 9.55 (+/-) acres

From: V-4, Villages Multifamily Residential District

To: VR-2, Villages Rural Residential District

FLU Category: MU-S, Mixed Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (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 _____, 2012.

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

Wilson B. Robertson, 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

AI-1967

Growth Management Report 14. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/28/2012

Issue: 5:46 p.m. - Public Hearing - LDC Ordinance Article 6- "Zoning Categories"

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an LDC Ordinance Article 6 "Zoning Category"

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6 "Zoning Districts," to create a zoning designation "C-2NA" under the C-2 Zoning district.

BACKGROUND:

During the BCC agenda review meeting held on November 3, 2011, the BCC directed staff to create a zoning designation that would allow for the prohibition of bars, nightclubs, and adult entertainment. At the December 12, 2011 Planning Board meeting, staff, along with the legal department of Escambia County, presented a discussion on the C-2NA zoning designation, which is a sub-category of C-2 zoning district, that would prohibit bars, nightclubs, and adult entertainment.

At the February 13, 2012 Planning Board meeting, the board recommended approval to the BCC.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Legal sign off: Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Zoning Designation

Date: 4-3-12

Date requested back by: 4-12-12 for 5-3 BCC

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: 4/3/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

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

47 **Section 1.** Legislative findings.

48 The aforementioned recitals are hereby incorporated into this ordinance as
49 legislative findings rendered by the Board of County Commissioners in support of this
50 ordinance.

51

52 **Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development
53 Code of Escambia County, Article 2, Section 2.08.00, is hereby amended as follows:

54

55 **2.08.00 Rezoning, amendments to the zoning map, and text amendments to**
56 **this Code.**

57

58 *2.08.02. Quasi-judicial rezonings.*

59

60 *C. Applications for rezoning.* Any person requesting a rezoning of a given parcel
61 of real property shall make an application for such change with the planning staff on
62 forms provided by the county. The application forms shall be accompanied by a copy of
63 this ordinance and those resolutions that establish procedures for quasi-judicial
64 hearings and procedures for the disclosure of ex-parte communications.

65

66 1. When such application is initiated by the owner of the property in question or
67 the authorized agent(s) of such owner, the application shall indicate by legal description
68 and by street address, where possible, the property to be affected by the proposed
69 change, setting forth the present zoning applicable thereto and specifying the zoning
70 district, requested by the applicant. Such application shall be in a form substantially in
71 accordance with the form prescribed by the county.

72

73 2. All such applications by owners or duly authorized agents or individuals shall
74 include a verified statement showing each and every individual person having a legal
75 and/or equitable ownership interest in the property upon which the application for
76 rezoning is sought, except limited partnerships and corporations in which case the
77 name and address of the partnership or corporation will be sufficient. When the
78 property is in fee simple ownership, a copy of the deed shall be sufficient to comply with
79 the terms of this part.

80

81 3. Upon submitting an application, there shall be paid to the planning staff a sum
82 for each requested change; provided, however, that as many contiguous lots or parcels
83 of property as the applicant owns may be included in any single petition. The sum to be
84 paid for said rezoning shall be prescribed by the board of county commissioners.

85

86 4. Not later than 60 days after submission, the planning staff shall schedule a
87 hearing and forward completed applications to the planning board who shall conduct a
88 public hearing and make a recommendation to the board of county commissioners.
89

90 5. Special application for designation as C-2NA zoning. If an applicant applies
91 for a rezoning to the C-2 zoning district, the applicant shall additionally indicate whether
92 the applicant is voluntarily seeking a C-2NA designation in conformance with Section
93 6.05.16.K. of this land development code.
94

95 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development
96 Code of Escambia County, Article 6, Section 6.05.00, is hereby amended as follows:
97

98 **6.05.00. District Regulations.**
99

100 6.05.16. C-2 General commercial and light manufacturing district
101 (cumulative).
102

103 K. C-2NA zoning designation. If a parcel is designated as C-2NA, then
104 notwithstanding any other provision of this section, bars, nightclubs, and adult
105 entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning
106 to the C-2 zoning district may request a C-2NA zoning designation. Such request shall
107 be in the form of a notarized affidavit that acknowledges this use restriction and affirms
108 that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of
109 this land development code, a property owner must apply for a rezoning to C-2 in order
110 to remove the designation. The C-2NA zoning designation shall apply to all subsequent
111 owners unless and until the parcel is rezoned to the C-2 zoning district without the C-
112 2NA zoning designation.
113

114
115 **Section 4. Severability.**
116

117 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
118 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
119 affect the validity of the remaining portions of this Ordinance.
120

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122
123 **Section 5. Inclusion in the Code.**
124

125 It is the intention of the Board of County Commissioners that the provisions of
126 this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the
127 sections, subsections and other provisions of this Ordinance may be renumbered or

128 relettered and the word "ordinance" may be changed to "section," "article," or such other
129 appropriate word or phrase in order to accomplish such intentions.

130

131 **Section 6. Effective Date.**

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

133 DONE AND ENACTED THIS _____ DAY OF _____, 2012.

134 BOARD OF COUNTY COMMISSIONERS
135 ESCAMBIA COUNTY, FLORIDA

136

137

138 By: _____
139 Wilson B. Robertson, Chairman

140

141 ATTEST: ERNIE LEE MAGAHA
142 Clerk to the Circuit Court

143

144 By: _____
145 Deputy Clerk

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147 (SEAL)

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149 Enacted:
150 Filed With The Department Of State:
151 Effective Date:

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**Ordinance
Clean Copy**

ORDINANCE NO. 2012 - _____

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 2, SECTION 2.08.00., TO ALLOW REZONING APPLICANTS TO APPLY FOR C-2NA (NO BARS, NIGHTCLUBS, OR ADULT ENTERTAINMENT USES) DESIGNATION WHEN APPLYING FOR REZONING TO THE C-2 ZONING DISTRICT; AMENDING ARTICLE 6, SECTION 6.05.00., TO ESTABLISH A PROCEDURE FOR OBTAINING A C-2NA DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Florida Statutes, the Escambia County Board of County Commissioners has adopted and implemented a comprehensive plan and a land development code to govern land use in the unincorporated areas of Escambia County; and

WHEREAS, through its comprehensive plan and land development code, the Board has established zoning districts that regulate property use within each district; and

WHEREAS, from time to time, property owners may apply for a rezoning of their property to allow for more intensive property uses; and

WHEREAS, the public has a right to participate in the rezoning process through public hearings; and

WHEREAS, the C-2 zoning district allows for property owners to establish bars, nightclubs, and adult entertainment facilities within the zoning district; and

WHEREAS, the potential establishment of these uses frequently results in public opposition even when the rezoning applicant does not intend an immediate use of her or his property as a bar, nightclub, or adult entertainment facility; and

WHEREAS, the Board seeks to establish a more efficient and expeditious rezoning process by allowing a C-2 rezoning applicant to voluntarily relinquish her or his right to establish any of these uses; and

WHEREAS, a more efficient and expeditious rezoning process promotes economic development and the productive use of property, and therefore advances the public health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Legislative findings.

The aforementioned recitals are hereby incorporated into this ordinance as legislative findings rendered by the Board of County Commissioners in support of this ordinance.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, Section 2.08.00, is hereby amended as follows:

2.08.00 Rezoning, amendments to the zoning map, and text amendments to this Code.

2.08.02. Quasi-judicial rezonings.

C. Applications for rezoning. Any person requesting a rezoning of a given parcel of real property shall make an application for such change with the planning staff on forms provided by the county. The application forms shall be accompanied by a copy of this ordinance and those resolutions that establish procedures for quasi-judicial hearings and procedures for the disclosure of ex-parte communications.

1. When such application is initiated by the owner of the property in question or the authorized agent(s) of such owner, the application shall indicate by legal description and by street address, where possible, the property to be affected by the proposed change, setting forth the present zoning applicable thereto and specifying the zoning district, requested by the applicant. Such application shall be in a form substantially in accordance with the form prescribed by the county.

2. All such applications by owners or duly authorized agents or individuals shall include a verified statement showing each and every individual person having a legal and/or equitable ownership interest in the property upon which the application for rezoning is sought, except limited partnerships and corporations in which case the name and address of the partnership or corporation will be sufficient. When the property is in fee simple ownership, a copy of the deed shall be sufficient to comply with the terms of this part.

3. Upon submitting an application, there shall be paid to the planning staff a sum for each requested change; provided, however, that as many contiguous lots or parcels of property as the applicant owns may be included in any single petition. The sum to be paid for said rezoning shall be prescribed by the board of county commissioners.

4. Not later than 60 days after submission, the planning staff shall schedule a hearing and forward completed applications to the planning board who shall conduct a public hearing and make a recommendation to the board of county commissioners.

5. *Special application for designation as C-2NA zoning.* If an applicant applies for a rezoning to the C-2 zoning district, the applicant shall additionally indicate whether the applicant is voluntarily seeking a C-2NA designation in conformance with Section 6.05.16.K. of this land development code.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.05.00, is hereby amended as follows:

6.05.00. District Regulations.

6.05.16. *C-2 General commercial and light manufacturing district (cumulative).*

K. *C-2NA zoning designation.* If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the C-2NA zoning designation.

Section 4. Severability.

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

Section 5. Inclusion in the Code.

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

Section 6. Effective Date.

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

DONE AND ENACTED THIS _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Enacted:
Filed With The Department Of State:
Effective Date:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2320

Growth Management Report 14. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/28/2012

Issue: 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 13 - SRIA Design Guidelines for Signs & Outdoor Display

From: Paola Ghire, SRIA Thru Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

5:47 p.m. A Public Hearing Concerning the Review of an Ordinance Article 13. SRIA Design Guidelines for Signs

That the Board of County Commissioners (BCC) review and adopt an Ordinance prepared by the Santa Rosa Island Authority (SRIA) amending Article 13, Section 13.22.03 to add standards and guidelines for new and existing businesses for wall signs and outdoor displays.

BACKGROUND:

At the July 27, 2011 Santa Rosa Island Architectural & Environmental Committee meeting, Article 13, Section 13.22.03 was reviewed, the members expressed concerns and recommended that staff make the appropriate changes to be more consistent with Article 8, Section 8.07.05 of the Escambia County Land Development Code. At the August 10, 2011 SRIA Regular Board meeting, the SRIA Board approved the recommendation and at the April 9, 2012 Planning Board the Board recommended approval.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Legal sign off, Draft Ordinance; Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SRIA Sign Ordinance

Date: 3/7/12

Date requested back by: 3/14/12 for 4/9/12 PB and June BCC

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: 3/15/12

- Approved as to form and legal sufficiency. *REVIEWED TITLE ONLY. REFER TO NOTES FROM STEVE WEST FOR CHANGES TO ORDINANCE TEXT.*
- Not approved.
- Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2012-_____

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13 SECTION 13.22.03.D.9.b, ADDING STANDARDS AND GUIDELINES FOR NEW AND EXISTING BUSINESSES FOR WALL SIGNS AND OUTDOOR DISPLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset. The Santa Rosa Island Authority is also responsible for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island; and,

WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners to amend Section 13.22.03 of Article 13 of the Escambia County Land Development Code to maximize the square footage allowable for attached signage and further the Santa Rosa Island Authority's efforts for consistency with Escambia County, specifically Section 8.07.05 of the LDC; and,

WHEREAS, the Board of County Commissioners believes that the amendments to Article 13 to the Escambia County Land Development Code of Escambia County as recommended by the Santa Rosa Island Authority will further the Santa Rosa Island Authority's efforts for consistency with Escambia County, specifically Section 8.07.05 of the LDC.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, Section 13.22.03 D. 9.b., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

13.22.03. D. Design guidelines for signs and outdoor displays.

DRAFT

1 9. Attached signs are defined as those which are attached to or incorporated
2 into a building.

3 ~~b. In order to keep signs proportional to the building, they shall be limited in~~
4 ~~size to ten percent of the area of the first floor, street elevation of the building~~
5 ~~with an allowable minimum of 32 square feet and an allowable maximum of~~
6 ~~96 square feet. In those instances where a business also has a freestanding~~
7 ~~sign, the attached sign shall be limited to eight percent of the area of the first~~
8 ~~floor, street elevation of the building with an allowable minimum of 32 square~~
9 ~~feet and an allowable maximum of 96 square feet. In those cases where the~~
10 ~~letters are attached directly to the building with no background difference in~~
11 ~~color or texture from the building, the size of the sign will be determined as~~
12 ~~the area of the smallest rectangle that will enclose the letters. (Amended~~
13 ~~10/26/94).~~

14 b. Wall Signs. The maximum square footage for a wall sign shall not exceed
15 10 percent of the wall surface facing the addressed street. For those
16 businesses with more than one store front, the maximum square footage for a
17 wall sign shall not exceed 15 percent of the wall surface facing the addressed
18 street. Any one sign shall not exceed 200 square feet. The wall surface shall
19 be measured by determining the total vertical wall surface and the horizontal
20 wall surface and can include the roof surface when the roof slope is steeper
21 than 45 degrees.

22 1. New commercial businesses: For commercial businesses not operating
23 in a zone lot prior to the enactment of this ordinance, the square footage
24 of wall signs are deducted from the total allowable square footage
25 permitted for the zone lot.

26
27 2. Existing commercial businesses: For commercial businesses operating in
28 a zone lot prior to the enactment of this ordinance, the square footage of
29 wall signs is calculated by using the elevation of each individual store
30 front. The square footage is calculated separately from free standing
31 signs.

32
33 Note: The square footage authorized under this provision may be allocated to
34 one or more wall signs mounted on the vertical wall surface or the
35 sloped roof surface.

DRAFT

1 **Section 3. Severability.**

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

7 **Section 4. Inclusion in Code.**

8
9 It is the intention of the Board of County Commissioners that the provisions of this
10 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
11 subsections and other provisions of this Ordinance may be renumbered or re-lettered
12 and the word "ordinance" may be changed to "section," "article," or such other
13 appropriate word or phrase in order to accomplish such intentions.
14

15 **Section 5. Effective Date.**

16
17 This Ordinance shall become effective upon filing with the Department of State.
18

19 **DONE AND ENACTED** this _____ day of _____, 2012.
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22 **BOARD OF COUNTY COMMISSIONERS**
23 **OF ESCAMBIA COUNTY, FLORIDA**

24
25 **By:** _____
26 **Wilson B. Robertson, Chairman**
27

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

30
31 **By:** _____
32 **Deputy Clerk**

33 **(SEAL)**

34
35 **ENACTED:**

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

38
39 **EFFECTIVE DATE:**

**Ordinance
Clean Copy**

ORDINANCE NUMBER 2012-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13 SECTION 13.22.03.D.9.b, ADDING STANDARDS AND GUIDELINES FOR NEW AND EXISTING BUSINESSES FOR WALL SIGNS AND OUTDOOR DISPLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset. The Santa Rosa Island Authority is also responsible for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island; and,

WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners to amend Section 13.22.03 of Article 13 of the Escambia County Land Development Code to maximize the square footage allowable for attached signage and further the Santa Rosa Island Authority's efforts for consistency with Escambia County, specifically Section 8.07.05 of the LDC; and,

WHEREAS, the Board of County Commissioners believes that the amendments to Article 13 to the Escambia County Land Development Code of Escambia County as recommended by the Santa Rosa Island Authority will further the Santa Rosa Island Authority's efforts for consistency with Escambia County, specifically Section 8.07.05 of the LDC.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, Section 13.22.03 D. 9.b., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

13.22.03. D. *Design guidelines for signs and outdoor displays.*

9. Attached signs are defined as those which are attached to or incorporated into a building.

~~b. In order to keep signs proportional to the building, they shall be limited in size to ten percent of the area of the first floor, street elevation of the building with an allowable minimum of 32 square feet and an allowable maximum of 96 square feet. In those instances where a business also has a freestanding sign, the attached sign shall be limited to eight percent of the area of the first floor, street elevation of the building with an allowable minimum of 32 square feet and an allowable maximum of 96 square feet. In those cases where the letters are attached directly to the building with no background difference in color or texture from the building, the size of the sign will be determined as the area of the smallest rectangle that will enclose the letters. (Amended 10/26/94).~~

b. Wall Signs. The maximum square footage for a wall sign shall not exceed 10 percent of the wall surface facing the addressed street. For those businesses with more than one store front, the maximum square footage for a wall sign shall not exceed 15 percent of the wall surface facing the addressed street. Any one sign shall not exceed 200 square feet. The wall surface shall be measured by determining the total vertical wall surface and the horizontal wall surface and can include the roof surface when the roof slope is steeper than 45 degrees.

1. New commercial businesses: For commercial businesses not operating in a zone lot prior to the enactment of this ordinance, the square footage of wall signs are deducted from the total allowable square footage permitted for the zone lot.

2. Existing commercial businesses: For commercial businesses operating in a zone lot prior to the enactment of this ordinance, the square footage of wall signs is calculated by using the elevation of each individual store front. The square footage is calculated separately from free standing signs.

Note: The square footage authorized under this provision may be allocated to one or more wall signs mounted on the vertical wall surface or the sloped roof surface.

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 _____, 2012.

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

**By: _____
Wilson B. Robertson, Chairman**

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

**By: _____
Deputy Clerk**

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2719

Growth Management Report 14. 5.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/28/2012

Issue: 5:48 p.m. Public Hearing - Brickton Borrow Pit

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. Public Hearing Concerning the Brickton Borrow Pit

That the Board review and approve the proposed land clearing debris (LCD) facility and reclamation use of the existing Brickton Borrow Pit located at 8700 North Highway 29, Molino, FL, requested by C.R. Campbell, owner and operator.

BACKGROUND:

On February 6, 2012, Mr. C.R. Campbell submitted a site plan application to the Development Review Committee (DRC) for an expansion to an existing land clearing debris facility on a 10-acre parcel off Highway 29 in Molino, FL. The plan proposed to expand the borrow pit from 10-acres to 33.04-acres. The plan proposes to reclaim the mined-out land by filling with land clearing debris. It has been estimated that the pit would have a life span of 20 years.

The site is located within the Villages Agricultural District (VAG-1) zoning district and a future land use of Rural Community (RC). A conditional use was approved by the Board of Adjustments (BOA) on April 23, 2012, allowing an expansion of an existing borrow pit onto adjacent properties. The Development Review Committee has approved the Resource Extraction Development Order at the May 16, 2012, Meeting; however, the final LCD site and reclamation plan must be approved by the Board.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this item.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached document has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional staff is required to process the site plan application.

POLICY/REQUIREMENT FOR BOARD ACTION:

As required by Section 82-226, Escambia County Code of Ordinances, the Board must approve all new LCD sites at a duly advertised public hearing.

IMPLEMENTATION/COORDINATION:

Following Board approval of the proposed reclamation use, a Development Order for the LCD facility site plan will be issued. Use of the site as a LCD facility requires permitting through the Escambia County Solid Waste Management Department and FDEP.

The applicant must provide proof of an FDEP LCD permit, proof of insurance, and additional operational data. The Development Services Department will ensure proper advertisement.

Attachments

Narrative and Reclamation Plan

Development Order

Boundary Survey

REC'D FEB 06 2012

BRICKTON BORROW PIT EXPANSION

DEVELOPMENT NARRATIVE

This application is for the expansion of an old Escambia County borrow pit that had been allowed to accumulate tons of illegal debris and was declared surplus property by the county and sold to Mr. C.R. Campbell as evidenced by the deed recorded in O.R. Book 4582, Page 900 and included in this submittal. It should be noted that Escambia retained an interest in the property for phosphate, minerals, metals, and petroleum. Mr. Campbell purchased the 10 acre parcel in 2000 and proceeded to clean up the debris with disposal to the landfill. This cleanup involved multiple loads at a cost of several thousand dollars paid by Mr. Campbell. Mr. Campbell previously owned the adjacent property to the South and subsequently acquired the adjacent property to the East and West. He does not own the adjacent property to the North.

This application is for the expansion of the pit from 10 acres to 33.04 acres in size and to include the use of land clearing debris as fill in the reclamation plan on a portion of the site. The center portion of the site will remain open to the depth of excavation of the usable material. The entire site is surrounded by vacant timberlands and access is via a private dirt and gravel drive leading from U. S. Highway 29 across from the Morgan Cemetery Road intersection through a 60' wide Campbell parcel eastward to a Gulf Power Company Easement on the Campbell property, then northward along the easement 1000' then eastward through Campbell property to the site. There is one single family residence on the dirt drive and this residence is owned by Mr. Campbell.

The estimated maximum truck traffic volume to the pit is 10 daily and the estimated life of the facility is 20 years. The entire 33.04 acres will be fenced and intermediate fences will be used as excavation progresses to separate the active pit operations from the livestock grazing on the areas not yet excavated. All areas not actively working will be maintained in pasture with adequate fertilizer and lime.

There will not be any buildings constructed or hauled in and there are no plans for paved roads or parking spaces, (no impervious surfaces). All stormwater in the pit will be retained on site. There will be no discharge structures in the pit. All surface runoff will be retained on site to prevent any siltation in Mr, Campbells downhill lakes. The lakes are approximately 1000' from the site. The pit site has been configured to provide adequate downhill buffer to the wetlands and to an old brick clay mine excavation dating back to days of the brick manufacturing industry in Brickton.

REC'D MAY 09 2012

SAND & DIRT, INC
10391 Old Dairy Lane
Pensacola, Florida 32354

Brickton Borrow Pit Reclamation Plan

1. Reclamation activity will involve the filling of the excavated areas with "land clearing debris" as defined in 62-701.200, Florida Statutes.
2. Reclamation activity will be in conformance with Florida Statutes 62-701.730. Escambia County ordinance 2006-24 [Section 82-227(2) and Section 82-234], and all other applicable local, state, and federal reclamation standards, and will not begin until all permits from FDEP and NFWFMD have been obtained.
3. Final grades of the reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater from intrusion into the filled debris pile. At no time will the operational height exceed the permitted height.
4. Excavation setback will be a minimum of 25 feet from the property boundary for LCD activities. In order to accomplish this setback clean fill or LCD may be used to fill from the excavation limits.
5. Operational hours for excavation activities and receiving LCD are limited to Monday through Saturday between 6:00 a.m. and 6:00 p.m. Notwithstanding the above, cover may be applied after operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day, and July 4th.
6. Reclamation activity will be accomplished in a respective section as mining is completed. This reclamation will include the perimeter areas of the site as shown on the plans. The proposed reclamation is required as necessary to comply with the FDEP permitting requirements(F.S. 62-701.730), site constraints and safety considerations.
7. No construction and demolition debris will be allowed to enter this site.
8. The time frame for complete excavation of this site is estimated to be 20 years based upon market demands for sand and clay. Since reclamation is required to commence when 5 acres are disturbed It is anticipated that LCD disposal will begin approximately 2 years behind excavation. The estimated life of excavation will terminate in 2032 and the reclamation completed in 2035.
9. Financial assurance for closure and reclamation will be provided as required.
10. Volume reduction may not be achieved by means of chipping, shredding, or otherwise processing the debris.

REC'D MAY 09 2012

11. . Reclamation activities shall commence within one year of the cessation of mining in an area of the pit and shall progress as excavation moves along. Re-vegetation shall begin once side slopes are brought to grade and shall be maintained until root systems are established.



RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification

Project: Brickton Borrow Pit

Location: 8800 N. Hwy 29

Development Review #: PSP120200016

Property Reference #s: 22-3N-31-3301-000-000
22-3N-31-3302-000-000
22-3N-31-3400-000-000

Future Land Use: RC

Zoning District: VAG-1/P

Flood Zone: X

Airport/CRA: N/A

PROJECT DESCRIPTION

Redevelopment of an existing borrow pit to expand its operation from 10-acres to 33.04-acres and to include the use of land clearing debris as fill in the reclamation plan.

Conditional Use CU-2012-07 was approved by the BOA on 4/23/2012 to expand the use of an existing borrow pit.

Conditional Use CU-2000-31 was approved by the BOA on 12/13/2000 to allow mineral extraction.

Parking Spaces: NA

Potable Water: NA

Protected Trees to be removed: NA

Handicap Parking Spaces: NA

Sanitary Sewer/Septic: NA

Mitigation Trees: N/A

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.
 3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
 4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
 5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
 6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
 7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.
-

SPECIAL PROJECT CONDITIONS

1. Prior to the issuance of any permit for LCD activities, the Board of County Commissioners must approve LCD reclamation of the site at a duly advertised public hearing.
2. Prior to any LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Department of Development Services.
3. All clearing and development activities shall be limited within the confines of the "continuous berm" as depicted on the site plan.
4. Additional authorization(s) may be required from federal, state, or local agencies to impact areas depicted as "vacant timberland" on the site plan.
5. All provision of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42, Article VIII, Borrow Pits and Reclamation , Chapter 86, Division 3, C&DD facilities, and the Land Development Code, Section 7.07.00, Standards Regulating Adverse Off-site impacts, shall apply and are conditions of site plan approval.

Development Review Committee (DRC) Final Determination

Having completed development review of the **Brickton Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Director, Development Services Department



Date



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

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

ORGANIZATION: Development Services Department
FROM: Horace Jones, Division Manager
TO: T. Lloyd Kerr, AICP, Department Director
DATE: May 16, 2012
RE: Brickton Borrow Pit, 8800 N Highway 29

RECOMMENDATION:

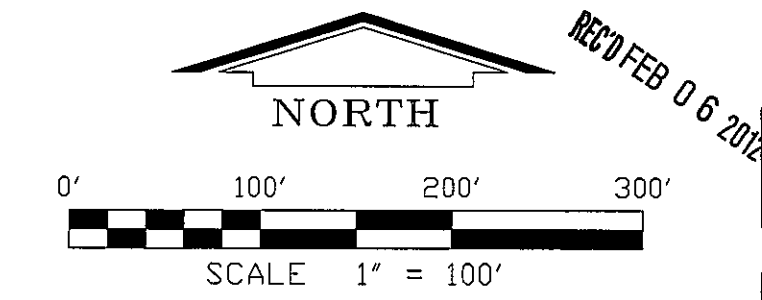
Upon the review & evaluation for compliance with the requirements of the Escambia County Land Development Code and the 2030 Comprehensive Plan, the technical plan reviewers, acting as DRC staff, recommends that the referenced project be considered for approval.

A handwritten signature in blue ink that reads "H. Jones".

Horace Jones, Division Manger

BOUNDARY & TOPOGRAPHIC SURVEY

BRICKTON BORROW PIT
SECTIONS 21&22, TOWNSHIP 3 NORTH,
RANGE 31WEST, ESCAMBIA COUNTY, FLORIDA



REVISED FEB 06 2010

DRAWN BY	RW
DATE	09/21/2010
SCALE	1" = 100'
PLD BK	DC
JOB NO	090915A

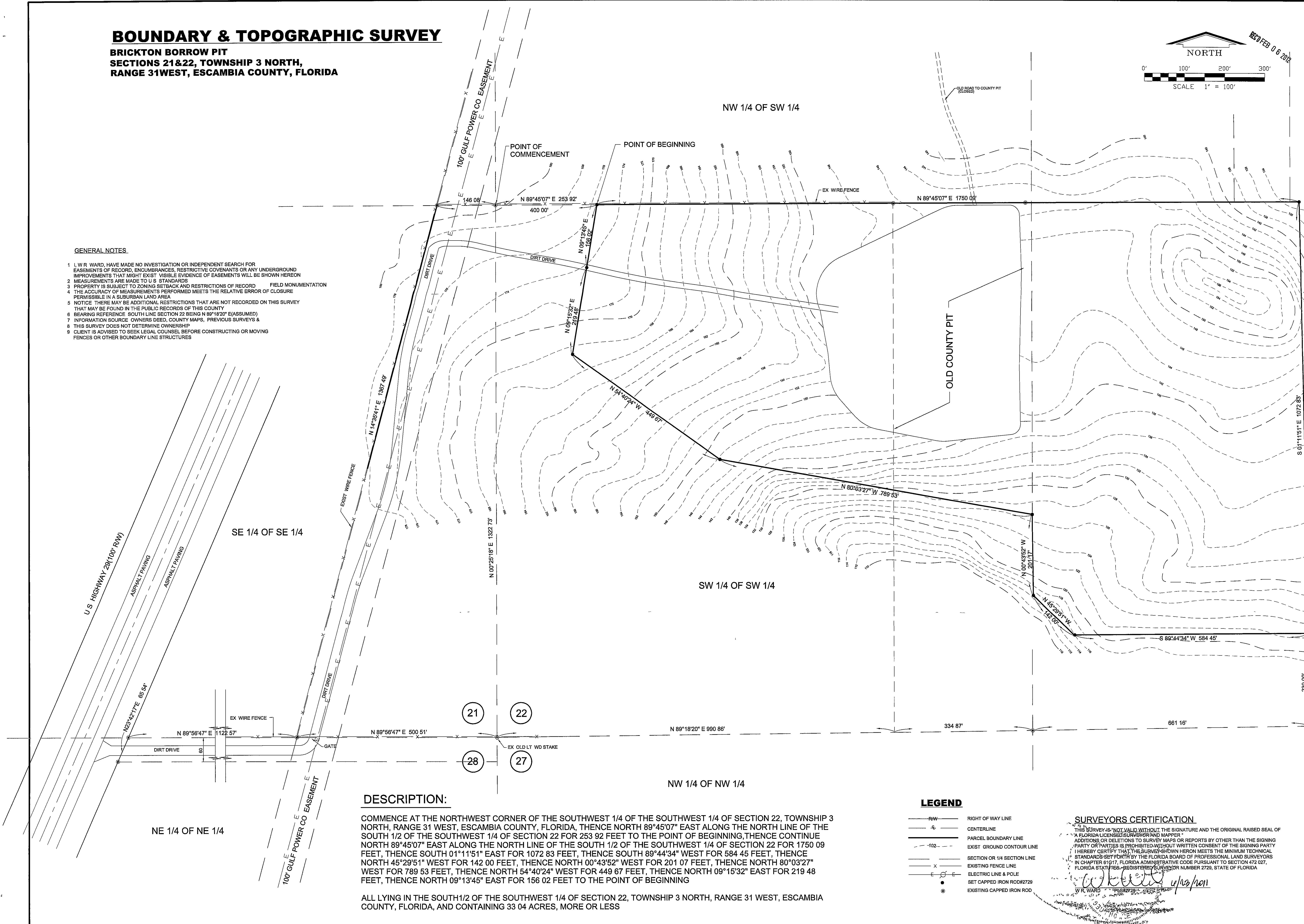
REVISIONS

Robert Ward PE
 9909 N. COVE AVE.
 PENSACOLA, FLORIDA 32534
 TEL: 850-698-0143 FAX: 850-484-9576
 email: wardr41@yahoo.com

BRICKTON BORROW PIT - BOUNDARY & TOPO DRAWING
 SECTIONS 21&22, TOWNSHIP 3 NORTH, RANGE 31 WEST,
 ESCAMBIA COUNTY, FLORIDA
 FOR: SAND & DIRT, INC.

GENERAL NOTES

1. I, R. WARD, HAVE MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR ANY UNDERGROUND IMPROVEMENTS THAT MIGHT EXIST. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON.
2. MEASUREMENTS ARE MADE TO U.S. STANDARDS.
3. PROPERTY IS SUBJECT TO ZONING SETBACK AND RESTRICTIONS OF RECORD. FIELD MONUMENTATION PERMISSIBLE IN A SUBURBAN LAND AREA.
4. THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. BEARING REFERENCE: SOUTH LINE SECTION 22 BEING N 89°18'20" E (ASSUMED).
7. INFORMATION SOURCE: OWNERS DEED, COUNTY MAPS, PREVIOUS SURVEYS & FIELD MONUMENTATION.
8. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
9. CLIENT IS ADVISED TO SEEK LEGAL COUNSEL BEFORE CONSTRUCTING OR MOVING FENCES OR OTHER BOUNDARY LINE STRUCTURES.



DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 89°45'07" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22 FOR 253.92 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°45'07" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22 FOR 1750.09 FEET, THENCE SOUTH 01°11'51" EAST FOR 1072.83 FEET, THENCE SOUTH 89°44'34" WEST FOR 584.45 FEET, THENCE NORTH 45°29'51" WEST FOR 142.00 FEET, THENCE NORTH 00°43'52" WEST FOR 201.07 FEET, THENCE NORTH 80°03'27" WEST FOR 789.53 FEET, THENCE NORTH 54°40'24" WEST FOR 449.67 FEET, THENCE NORTH 09°15'32" EAST FOR 219.48 FEET, THENCE NORTH 09°13'45" EAST FOR 156.02 FEET TO THE POINT OF BEGINNING.

ALL LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 33.04 ACRES, MORE OR LESS.

LEGEND

- RIGHT OF WAY LINE
- CENTERLINE
- PARCEL BOUNDARY LINE
- EXISTING GROUND CONTOUR LINE
- SECTION OR 1/4 SECTION LINE
- EXISTING FENCE LINE
- ELECTRIC LINE & POLE
- SET CAPPED IRON ROD #2729
- EXISTING CAPPED IRON ROD

SURVEYORS CERTIFICATION

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE SURVEYOR.
 I, ROBERT WARD, A FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, REGISTERED SURVEYOR NUMBER 2729, STATE OF FLORIDA.

Robert Ward
 R. WARD
 2/10/2010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2680

Growth Management Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/28/2012

Issue: Scheduling of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday July 12, 2012

1. 5:45 p.m. - A Public Hearing - LDC Ordinance Article 3 Definitions - Criteria for Local Roadways
2. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13 - Floodplain Management SRIA
3. 5:47 p.m. - A Public Hearing - Moratorium of Rezoning in AIPD Areas

B. Thursday July 26, 2012

1. 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 July 9, 2012:

Case No.: Z-2012-12
Address: Hanks Rd
Property Reference No.: 14-5N-31-2301-000-000
Property Size: 7.01 (+/-) acres
From: P, Public District
To: VAG-1, Villages Agriculture District
FLU Category: REC, Recreational
Commissioner District: 5
Requested by: Kale Schneider, Owner

2. 5:46 p.m. - A Public Hearing - Review of Small Scale Amendment (SSA) 2012-02
 3. 5:47 p.m. - A Public Hearing - Review of Large Scale Amendment (CPA) 2012-02
-



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2741

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Disposition of Property Request for Supervisor of Elections

From: Michael Hardin

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections 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 established policy for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A


Attachments

property disposition- soe

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 6/5/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y		See attached list				working

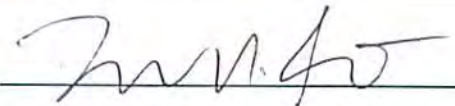
Disposal Comments: Computers are old, but operational


INFORMATION TECHNOLOGY (IT Technician): David STEVENS
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6/5/12 Information Technology Technician Signature: 

TO: County Administration Date: 6/7/2012
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 6/6/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 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 _____

Inventory	Asset ID	Description	Date Acquired	Manufacture/model	S/N
	52152	COMPUTER	7/24/2003	Dell Optiplex SX270	3M95331
	052655	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	FJMYV31
	052656	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	9HMYV31
	052657	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	FHMYV31
	052660	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	8JMYV31
	052661	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	2BNYV31
	052662	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	4JMYV31
	052665	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	JJMYV31
	052666	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	JHMYV31
	052667	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	CMJYV31
	052669	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	F8NYV31
	052671	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	CBNYV31
	052672	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	2DNYV31
	052673	COMPUTER DESKTOP	12/4/2003	Dell Optiplex SX270	HCNYV31
	053043	SCANNER	5/18/2004	Scan Partner 620C	4010047-62A
	053288	COMPUTER	8/29/2004	Dell Optiplex SX280	9DCGL51



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2704

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Enterprise Zone Development Agency Appointment

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enterprise Zone Development Agency Appointment - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the June 28, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, concerning the Enterprise Zone Development Agency (EZDA) Board, appointing Dr. Andrew G. Armani, owner, Navy Boulevard Animal Hospital, as a Business Representative operating within the Enterprise Zone area, effective immediately and running until March 2014. This appointment is made in order to replace Jay Bradshaw and will fulfill his remaining two-year term.

BACKGROUND:

On April 27, 2012, the EZDA Board recommended Dr. Andrew G. Armani, Owner, Navy Boulevard Animal Hospital, to replace Jay Bradshaw and fulfill his remaining two year term. Dr. Armani's resume is attached.

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff has attached a copy of the EZDA Board membership list.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There were no legal documents considered.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff shall provide all administrative and staff services for the EZDA Board.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2003-48 provides that the Board of County Commissioners shall appoint a board of commissioners to serve as the EZDA Board.

IMPLEMENTATION/COORDINATION:

CED/CRA staff convenes quarterly meetings and coordinates with the EZDA Board to solicit their input and assistance in implementing the EZ Strategic Plan.

Attachments

Dr. Armani Resume

EZDA Member List

Andrew G. Armani
5117 N. Suwanee Ave
Tampa, FL 33603
(504) 430-2859
andrew.armani@gmail.com

EDUCATION

Doctor of Veterinary Medicine School of Veterinary Medicine Louisiana State University Baton Rouge, LA	May, 2006
Bachelor of Arts Major: Environmental, Population, and Organismic Biology University of Colorado at Boulder Boulder, CO	May, 1999

VETERINARY EXPERIENCE

Owner/Veterinarian	Navy Boulevard Animal Hospital	2010-present
Associate Veterinarian	North Bay Animal and Bird Hospital Tampa, FL	2007-2010
Small Animal Rotating Internship in Medicine and Surgery	Florida Veterinary Specialists/North Bay Animal and Bird Hospital	2006-2007
Head Veterinary Treatment Technician	Prytania Veterinary Hospital New Orleans, Louisiana	2000-2002 (Full-Time)
Veterinary Assistant	Indian Peaks Veterinary Hospital Boulder, Colorado	1998 (April-November)

OTHER EXPERIENCE

Manager	Hill's Pet Fare Baton Rouge, Louisiana	2004-2006
Volunteer Veterinary Technician	Esther Honey Foundation Cook Islands, South Pacific	1999
Dock	Sailing Associates Inc.	1990-1995

Master

Georgetown, Maryland

PROFESSIONAL AFFILIATIONS

American Veterinary Medical Association

Florida Veterinary Medical Association

PROFESSIONAL/PERSONAL INTERESTS

Small animal medicine, soft tissue surgery, ophthalmology, dermatology.

Mountain and road biking, landscaping, cooking, sailing.

REFERENCES

Available upon request

ESCAMBIA COUNTY ENTERPRISE ZONE DEVELOPMENT AGENCY BOARD

Board Members	CATEGORY	TERM EXPIRES				
Scott Luth	Local Chamber	10/30/2015	P.O. Box 550 Pensacola, FL 32591	Pensacola Bay Area Chamber of Commerce	438-4081	scottl@pensacolachamber.com
Larry Strain	At-Large	7/21/2015	401 E. Chase St, Suite 100 Pensacola, FL 32502	UWF Small Business Development Center	473-7830	lstrain@uwf.edu
Meredith Nunnari, Chair	Non Profit Organization located in EZ	3/18/2014	P.O. Box 18178 Pensacola, FL 32523	Escambia County Neighborhood Enterprise Foundation, Inc.	458-0466	meredith@nefi.gccoxmail.com
Jaunita Williams	Residents living in EZ	10/30/2015	318 Frisco Road Pensacola, FL 32507	Edgewater Homeowners' Association & Neighborhood Watch	455-6993	haucho@aol.com
Teresa Frye, Vice Chair	Local Finance Entity	7/21/2015	9070 W. Hwy. 98 Pensacola, FL 32506	Navy Federal Credit Union	529-4007 cell 912-2973 wk	teresa_frye@navyfederal.org
Steven Littlejohn	Local Code Enforcement	12/11/2012	3363 West Park Place Pensacola, FL	Environmental Code Enforcement	471-6161 cell 554-2759	steven_littlejohn@co.escambia.fl.us
Chief Deputy Larry Aiken	Local Law Enforcement	10/30/2015	1700 W. Leonard St Pensacola, FL 32501	Escambia County Sheriff's Office	436-9162	laiken@escambiaso.com
Susan Nelms	Local Workforce Development Board	10/30/2015	9111 Sturdevant St, Suite A Pensacola, FL 32514	Workforce Escarosa	473-0939	snelms@escarosa.org
Lumon May	At-Large	1/21/2014	1525 North J Street Pensacola, FL 32503	Mays Construction	433-7319	lumonmay@bellsouth.net
Nita Freeman	Residents living in EZ	10/20/2012	420 Norris Avenue Pensacola, FL 32505	Bell Acres Neighborhood Watch	292-3879	nl.freeman@cox.net
Ruth McKinon	At-Large	7/21/2015	4416 Cedarbrook Drive Pensacola, FL 32526	Coordinator Training Development - Pensacola State College	484-1363	rmckinon@pensacolastate.edu
Dr. Andrew Armani	Business located in EZ	3/18/2014	3840 West Navy Blvd Pensacola, FL 32507	Owner/Veterinarian - Navy Boulevard Animal Hospital		andrew.armani@gmail.com
County Staff						
Eva A. Peterson	Division Manager		221 Palafox Pl, Suite 305 Pensacola, FL	Escambia County CRA	595-3217	eapeters@myescambia.com
Ms. Clara Long	Urban Planner II		221 Palafox Pl, Suite 305 Pensacola, FL	Escambia County CRA	595-3596	cflong@myescambia.com

For Changes or Updates to Information, Please email: cflong@myescambia.com

Revised 06/05/2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2754

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Disposition of Property

From: David Musselwhite, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the Request for Disposition of Property Form for the Information Technology Department for two items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Department will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Disposition of Property Request

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Information Technology DATE: 9-May-12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-4993
David Musselwhite

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53912	Dell Laptop computer	CMJ1871	D505	2005	BAD
Y	54002	Dell Desktop computer	HD94M71	SX280	2005	BAD

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): *Christopher M Graw*
 Christopher M Graw

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: May 9, 2012 Information Technology Technician Signature: *Christopher M Graw*

TO: County Administration Date: _____
 FROM: Escambia County Department Department Director (Signature): *David Musselwhite*

Department Director (Print Name) David Musselwhite

RECOMMENDATION: Date: 5/15/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

AI-2792

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Disposition of Property

From: Charles Bourne State Attorney's Office

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the State Attorney's Office - Charles Bourne, State Attorney's Office MIS Director

That the Board approve the 4 Request for Disposition of Property Forms for the State Attorney's Office for 20 items of equipment, all of which is described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.

This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the State Attorney IT Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the State Attorney's inventory.

Attachments

State Attorneys Disposals

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306

Office of State Attorney DATE: _____

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A Bourne Phone No: 595-4200
 Charles Bourne

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<input checked="" type="checkbox"/>	E054656	Dell Desktop Computer	5KWBW81	GX520	2004	Bad
<input checked="" type="checkbox"/>	E054660	Dell Desktop Computer	8KWBW81	GX520	2005	Bad
<input checked="" type="checkbox"/>	E054889	Dell Desktop Computer	5VMXQ91	GX520	2006	Bad
<input checked="" type="checkbox"/>	E055723	Dell Desktop Computer	2CTQHC1	GX520	2007	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6-12-2012 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 5/7/12
 FROM: Escambia County Department Department Director (Signature): Charles Bourne

Department Director (Print Name) Charles Bourne

RECOMMENDATION: Date: 5/14/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306

Office of State Attorney DATE: _____

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A Bourne Phone No: 595-4200
 Charles Bourne

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<input checked="" type="checkbox"/>	E053928	Dell Desktop Computer	FSHBH71	GX280	2004	Bad
<input checked="" type="checkbox"/>	E053929	Dell Desktop Computer	3THBH71	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053930	Dell Desktop Computer	BSHBH71	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053932	Dell Desktop Computer	8THBH71	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053934	Dell Desktop Computer	DSHBH71	GX280	2005	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6-12-2012 Information Technology Technician Signature: Angela E Stone

TO: County Administration Date: 5/7/12
 FROM: Escambia County Department Department Director (Signature): Charles Bourne

Department Director (Print Name) Charles Bourne

RECOMMENDATION: Date: 5/14/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306

Office of State Attorney DATE: _____
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles Bourne Phone No: 595-4200
 Charles Bourne

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<input checked="" type="checkbox"/>	E053689	Dell Desktop Computer	HMQ7W61	GX280	2004	Bad
<input checked="" type="checkbox"/>	E053691	Dell Desktop Computer	2NQ7W61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053692	Dell Desktop Computer	7MQ7W61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053696	Dell Desktop Computer	5LQ7W61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053925	Dell Desktop Computer	1THBH71	GX280	2005	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6-12-2012 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 5/7/12
 FROM: Escambia County Department Department Director (Signature): Charles Bourne

Department Director (Print Name) Charles Bourne

RECOMMENDATION: Date: 5/14/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306

Office of State Attorney DATE: _____
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles Bourne Phone No: 595-4200
 Charles Bourne

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<input checked="" type="checkbox"/>	E053486	Dell Desktop Computer	DSH4361	GX280	2004	Bad
<input checked="" type="checkbox"/>	E053617	Dell Desktop Computer	C7WGK61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053618	Dell Desktop Computer	86WGK61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053620	Dell Desktop Computer	7GWGK61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053622	Dell Desktop Computer	55WGK61	GX280	2005	Bad
<input checked="" type="checkbox"/>	E053624	Dell Desktop Computer	77WGK61	GX280	2005	Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6-12-2012 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 5/7/12
 FROM: Escambia County Department Department Director (Signature): Charles Bourne

Department Director (Print Name) Charles Bourne

RECOMMENDATION: Date: 5/14/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

AI-2732

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Schedule a Public Hearing to Consider the Petition to Vacate Three Un-Named Rights-of-Way in National Land Sales Subdivision

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Three Un-Named Rights-of-Way in National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for July 26, 2012, at 5:31 p.m., to consider the Petition to Vacate three un-named rights-of-way in the National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West (approximately 152,175 square feet or 3.49 acres), as petitioned by Terry M. Oswald.

BACKGROUND:

Terry M. Oswald owns property lying within or abutting the boundaries of the National Land Sales Subdivision as recorded in Plat Deed Book 102 at Page 600 and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West, as recorded in Plat Deed Book 85 at Page 220 of the public records of Escambia County, Florida. The National Land Sales Subdivision and the Subdivision of a Portion of Section 1, Township, 1 South, Range 32 West are located north of State Highway 90A (West Nine Mile Road) and Tower Ridge Road in the Beulah area. The petitioner is requesting the Board vacate any interest the County has in two 30 foot wide rights-of-way and one 15 foot wide right-of-way of varying lengths (approximately 152,175 square feet or 3.49 acres) abutting or lying within the boundaries of Petitioner's property. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation. 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 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:

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:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised and all owners of property within 500 feet notified.

Staff has been in contact with Terry M. Oswald, Petitioner. It is the responsibility of the Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Plat-102_Page-600

Plat-85_Page-220

Aerial_View_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

Road right-of-way

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), Larry M. Oswald presently 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:

"see attached"

2. That the Petitioner(s), Larry M. Oswald 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) 1 Township 1S Range 32 West and recorded in Deed Book 103 Page 600 of the public records of Escambia County, Florida. Deed Book 85 Page 220

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.

Terry M. Oswald
Petitioner(s) Name

9650 Mobile Hwy.
Street Address

Pensacola FL 32526
City State

944-2320
Phone Number

Agent's Name

Agent's Phone Number

April 19, 2012
Date:

**PROPERTY TO BE VACATED, ABANDONED, CLOSED, AND DISCLAIMED BY
ESCAMBIA COUNTY FLORIDA**

All right, title and interest of Escambia County, Florida, in the following two un-named road rights-of-way as shown on the National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of Escambia County, Florida:

All of that certain 30-foot wide un-named road right-of-way running north to south and bordered on the west by Lots 1 to 7 inclusive, Block 5 of said subdivision and bordered on the east by the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

And also:

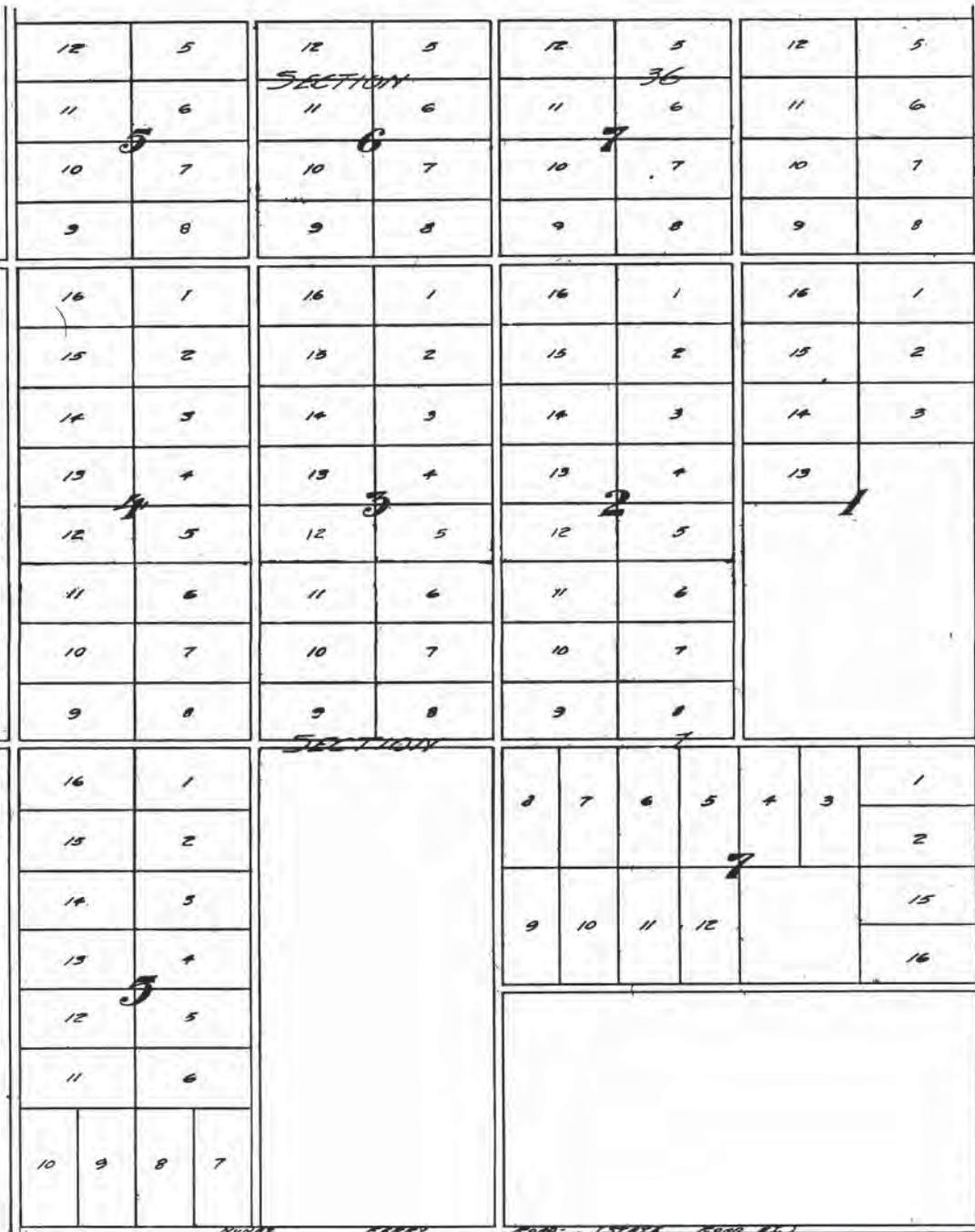
All of that certain 15- foot wide un-named road right-of-way running east to west along the south boundary line of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as shown on said National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of said County; being further described as follows: begin at the southwest corner of said Section 1; thence go east along the south line of said Section 1 a distance of 2450 feet for the terminus of said description.

And also:

All right, title and interest of Escambia County, Florida, in the following un-named road right-of-way as shown on the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

All of that certain 30- foot wide un-named road right-of-way running north to south and bordered on the west by Lots 21 through 30 inclusive and bordered on the east by Lots 11 through 20 inclusive as shown on the said platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County.

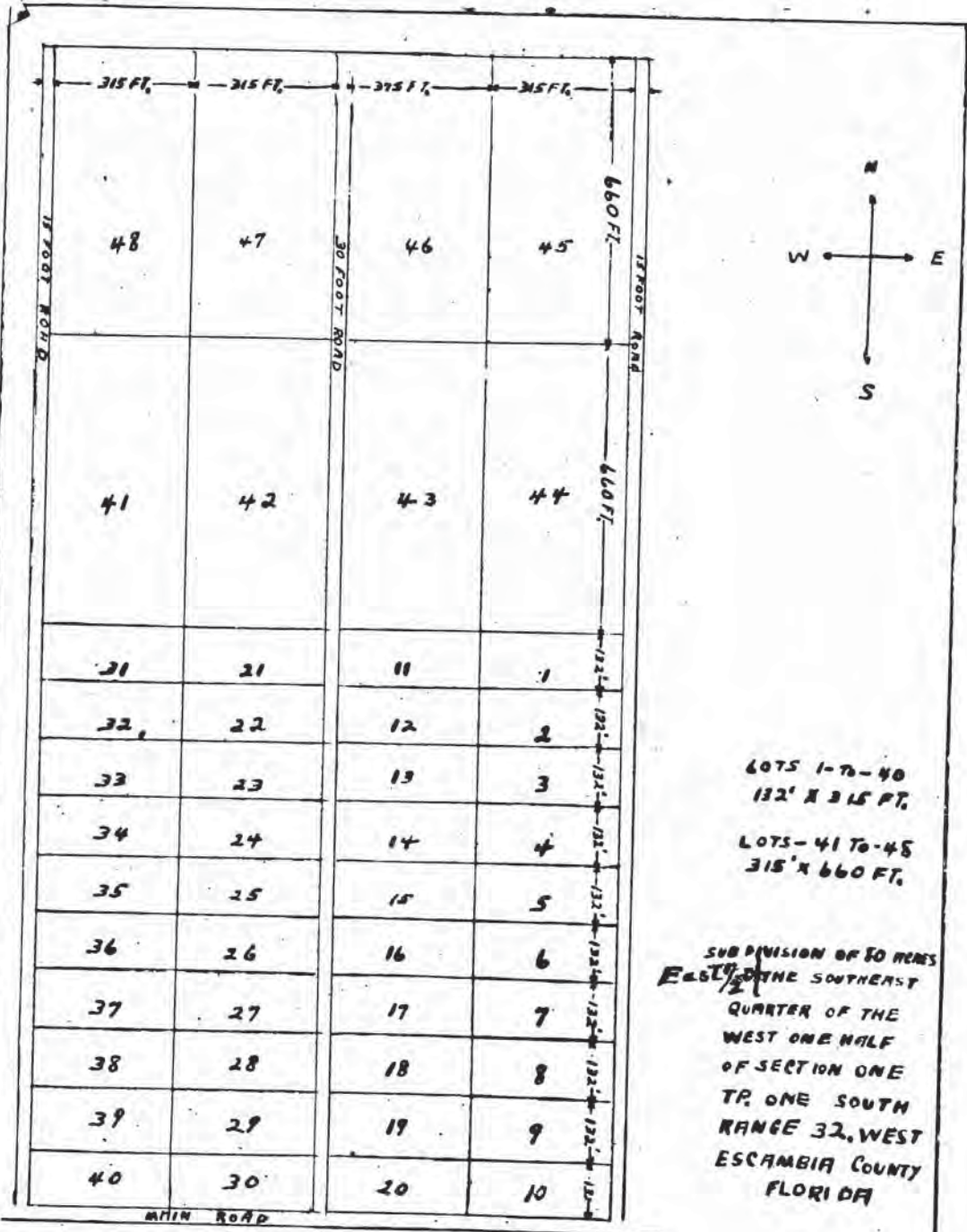
The National Land Sales Company's Subdivision of
SECTION 1 TOWNSHIP 1 SOUTH RANGE 32 WEST
 And The South 160 Acres of
SECTION 36 TOWNSHIP 1 NORTH RANGE 32 WEST
ESCAMBIA COUNTY, FLORIDA.
Pensacola, Fla. Frank Jarrett
November, 1924. Civil Engineer.
 Scale 1"=400'



lots are 5 Acres less Roadways.

Reproduction of Map record in
DEED BOOK 102 AT PAGE 600
Geo. A. Blinn
 Clerk Circuit Court
 Date March 15, 1903
 Scale:

**SUBDIVISION OF A PORTION OF SECTION 1,
TOWNSHIP, 1 SOUTH, RANGE 32 WEST
PLAT DEED BOOK 85 PAGE 220**



LOTS 1-7-40
132' X 315 FT.
LOTS-41 TO-45
315' X 660 FT.

SUBDIVISION OF 10 ACRES
EAST 1/2 OF THE SOUTHEAST
QUARTER OF THE
WEST ONE HALF
OF SECTION ONE
TR. ONE SOUTH
RANGE 32, WEST
ESCAMBIA COUNTY
FLORIDA

By W. J. OWEN, AND C. W. MILLER.

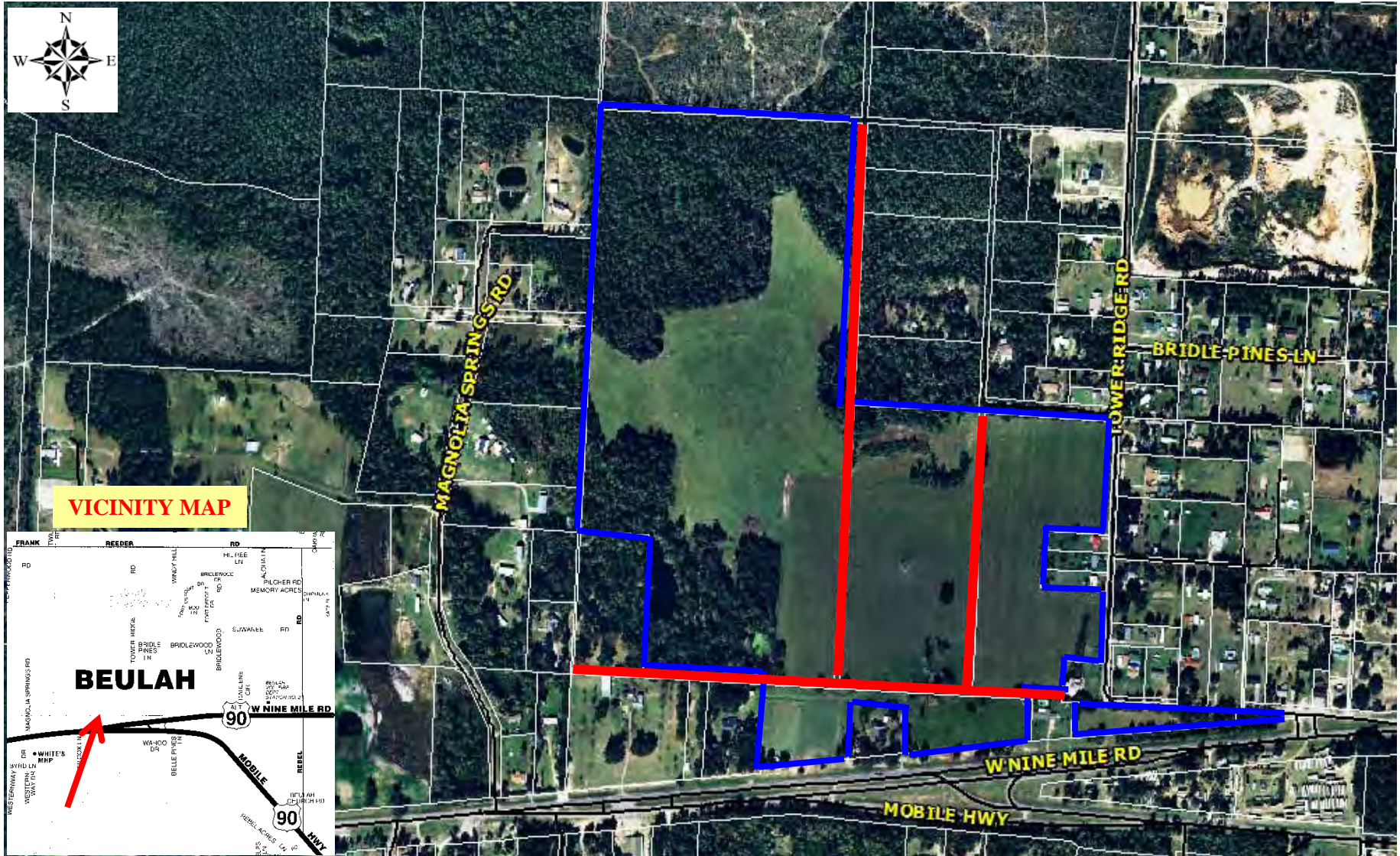
Reproduction of Map record in
DEED BOOK 85 AT PAGE 220

Joe A. Blowers
Clerk Circuit Court
Date: March 15, 1963
Scale:

WFO-11115

PORTION OF RIGHTS-OF-WAY TO BE VACATED AS SHOWN ON PLATS RECORDED IN PLAT DEED BOOK 85 AT PAGE 220 AND PLAT DEED BOOK 102 AT PAGE 600

Petitioners: Terry M. Oswald



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 02/22/12 DISTRICT 1

- Portion of Rights-of-Way to be vacated as shown on the Plats as recorded in Plat Deed Book 85 at Page 220 and Plat Deed Book 102 at Page 600
- Petitioner's Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2613

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Donation of a School Bus to The Miracle League of Northeast Pensacola

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Donation of a School Bus to The Miracle League of Northeast Pensacola - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning disposition of a 1990 International School Bus to the Miracle League of Northeast Pensacola, Inc.:

- A. Approve the Request for Disposition of Property Form for the vehicle, which is obsolete, serves no useful function to Escambia County, and was retired from County assets in 2004, to be appropriately disposed through donation to The Miracle League of Northeast Pensacola, Inc.;
- B. Adopt a Resolution authorizing conveyance of the vehicle to The Miracle League of Northeast Pensacola, Inc. (Miracle League); and
- C. Authorize the Chairman to sign the Resolution and all required documents related to the donation.

The Miracle League, a 501c3 organization, states in its by-laws and Rules for the Miracle League Ball Park that the park officials are required to have a "buddy" for every player on the field. With their rosters totaling nearly 200 players at the present time, there is a need for more volunteers than ever before. A group of men and women aboard NAS Pensacola are eager to participate and to assist these special-needs children, but the Miracle League must furnish transportation for them. In early May 2012, Packy Mitchell, Director of Facilities/Transportation at The Miracle League of Northeast Pensacola, Inc., wrote the County, requesting the donation of this school bus.

Florida Statutes Section 274.06, authorizes the Board to dispose of obsolete property, the value of which it estimates to be under \$5,000, in the most efficient and cost-effective means possible, i.e., donation or surplus auction. This vehicle was retired from County assets in 2004, due to criteria of being valued at less than \$1,000; it is obsolete and serves no useful purpose to Escambia County.

BACKGROUND:

The Miracle League, a 501C3 organization, states in its by-laws and Rules for the Miracle League Ball Park that the park officials are required to have a "buddy" for every player on the field. With their rosters totaling nearly 200 players at the present time, there is a need for more volunteers than ever before. A group of men and women aboard NAS Pensacola are eager to participate and to assist these special needs children, but the Miracle League must furnish transportation for them. In early May 2012, Packy Mitchell, Director of Facilities/Transportation at The Miracle League of Northeast Pensacola, wrote the County, requesting the donation of this school bus.

Florida Statutes s. 274.06 authorizes the Board to dispose of obsolete property, the value of which it estimates to be under \$5,000, in the most efficient and cost-effective means possible, ie, donation or surplus auction. This vehicle was retired from County assets in 2004, due to criteria of being valued at less than \$1,000, it is obsolete, and serves no useful purpose to Escambia County.

BUDGETARY IMPACT:

None. Any cost related to transferring ownership of the vehicle shall be paid by The Miracle League of Northeast Pensacola.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution was written by Kristin Hual, Assistant County Attorney, and approved as to legal form and sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statutes require the Board to follow certain procedures for proper disposal of tangible personal property owned by local governments.

IMPLEMENTATION/COORDINATION:

Sherry Holland, of the Public Works Department, Roads Division, will ensure transfer of title to The Miracle League of Northeast Pensacola.

Attachments

Bus Donation Request

Bus Title and Date Retired

Disposition of Property Form

Resolution



April 30, 2012

Escambia County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Transportation Bus

Dear Commissioners:

On behalf of the Miracle League Board of Directors, let me first thank you for your time in considering this request.

The Miracle League of Pensacola, which is a 501C3 organization, states in its By-Laws and Rules for the Miracle League Ball Park, that we are required to have a "Buddy" for every player on the field. With our rosters totaling nearly 200 players at this time, you can see the need for a large group of volunteers.

We have an opportunity, with help from the young men and women aboard NAS, Pensacola, to make a big impact on our "Buddy" participation. However, we must furnish transportation for these volunteers on Friday night and Saturday mornings, six (6) week-ends in the Spring and six (6) week-ends in the Fall.

Therefore, we would request that the available school bus presently located at the Escambia County Road Department be donated to the Miracle League Park. This would give us the means necessary to transport the volunteers back and forth to NAS.

Your help in this matter would be greatly appreciated as we strive to meet the needs of these special children.

Thanking you in advance, I remain,

Sincerely,

Packy Mitchell
Director of Facilities/Transportation

PENTAMATION

ASSET 1 OF 1 FOUND

ASSET ID 052825 - 000
 DATE ACQUIRED 02/09/2004
 DESCRIPTION BUS
 FUNDING SOURCE 175
 VENDOR SCHOOL BOARD
 INSURER
 MANUFACTURER INTERNATIONAL
 MODEL 1990
 SERIAL NUMBER 1HVBBZWN5LH235004
 DESCRIPTION DONATED BY SCHOOL BOARD
 TITLE # 48123115 221979
 REGISTRATION # 23
 TRANSPARENT \$
 FUNDG COST CTR 260203

PROPRIETARY FUND (Y/N) ? N
 DEPARTMENT 210201
 CATEGORY CODE 166
 GRANT
 LOCATION CODE 400
 CONDITION
 ESTIMATED LIFE
 DEPRECIATE ASSET (Y/N) ? N
 DEPREC LIFE METHOD
 DEPREC COST CENTER
 DEPREC ACCOUNT
 INVENTORY DATE
 MAINTENANCE DATE
 RETIRED DATE 07/22/2004
 STATUS <1,000

ENTER Y IF ALL ARE CORRECT OR N TO REENTER

Corrected VIN #
 1HVBBZWN5LH235004

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.05, FLORIDA STATUTES, TITLE ROAD DEPT. #52825
OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN THIS OFFICIAL CERTIFICATE OF TITLE
FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER 1HVBBZWN5LH235004		YR 1990	MAKE INTL	MODEL	BODY BU	WT-L-SHP 18000	VESSEL REG. NO.	48129115
PREV. STATE FL	COLOR UNK	PRIMARY BRAND		SECONDARY BRAND		NO. OF BRANDS	USE PVT	PREV. ISSUE DATE 09/21/1989
ADDITIONAL STATUS OR VESSEL MANUFACTURER OR OH USE EXEMPT				HULL MATERIAL		PROP	DATE OF ISSUE 03/10/2004	

REGISTERED OWNER
ESCAMBIA COUNTY FLORIDA
100 E. BLOUNT ST
PENSACOLA FL 32501

ALIEN RELEASE
 INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
 HEREBY RELEASED
 BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE



DIVISION OF MOTOR VEHICLES

TALLAHASSEE

FLORIDA

**DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES**

Carl R. ...

65155279

Paul ...

ALTERED

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE: 5/9/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland *Sherry Holland* COST CENTER NO: 210201
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	52825	BUS	1HVBBZWN5LH235004		1990	FAIR

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. ROAD DEPARTMENT

Property Custodian (Signature): _____ 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
FROM: Escambia County Bureau

Date: 5/8/2012

[Signature]
Director or designee

RECOMMENDATION:
TO: Board of County Commissioners
FROM: County Administration

Date: 5/14/12

Charles R. Oliver
Charles R. "Randy" Oliver
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 _____

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO THE MIRACLE LEAGUE OF NORTHEAST PENSACOLA, INC., TO SUPPORT ITS ATHLETIC PROGRAM FOR MENTALLY AND/OR PHYSICALLY CHALLENGED CHILDREN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property) more particularly described as a 1990 International Bus (Serial Number 1HVBBZWN5LH235004); and

WHEREAS, the Miracle League of Northeast Pensacola, Inc. (Miracle League) has requested that the County convey the Property to it for use in support of its mission; and

WHEREAS, the Board of County Commissioners has determined that Property, the value of which is estimated to be under \$5,000, is not needed for County purposes and that it is in the best interest of the County to convey the Property to Miracle League under the terms and conditions stated herein; and

WHEREAS, the conveyance of Property from the County to Miracle League is authorized pursuant to §274.06, Florida Statutes.

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

Section 1. That the forgoing recitals are true and correct and are incorporated herein by reference.

Section 2. That the Property shall be donated by the County to Miracle League for no consideration and with all other costs associated with accepting the Property being borne by Miracle League.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristen Head

Title: HC

Date: 5/9/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2672

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Appointment to the Escambia County Mass Transit Advisory Committee (MTAC)

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board confirm the appointment of Mr. Stephen Davidson, the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee (MTAC). The term of the appointment shall be effective June 28, 2012, and shall run concurrent with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III.

BACKGROUND:

Resolution Number 2009-202, adopted by the BCC on October 1, 2009, established the MTAC committee and detailed the requirements thereof, which, among other components, stated that the committee shall consist of thirteen (13) members, one of whom shall be appointed by the Mayor of the City of Pensacola. Mr. Stephen Davidson is the representative for the Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board's policy requires the Escambia County Board of County Commissioners approval of all committee appointments.

IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

Attachments

Resume

Stephen Oliver Davidson

816 W. Government St, Pensacola, Florida 32502 • (847) 612-6525 • s.oliver.davidson@gmail.com

PROFESSIONAL EXPERIENCE

Exhibiting a strong, executive presence with an emphasis on personal interaction and service. Exceptional leadership and general management competencies with particular expertise in risk management, conflict resolution and insurance litigation. 15 years of progressive leadership and management experience; recognized for a commitment to innovation and development, and for a strong sense of appreciation for staff, membership, and customers.

2011-present **Executive Director**

2004-2011 **Managing Director and Risk Manager**

Risk Management Foundation - Evanston, Illinois

A 501(c)3 educational foundation providing risk management education and loss prevention programs as well as \$210 million in property insurance across the US and Canada, and general liability coverage to more than 400 student and volunteer organizations with over 1000 alumni volunteers.

Responsible for:

- Management of the day-to-day operations of not-for-profit corporation with \$5MM in assets, and a \$3.5MM annual budget; Risk manager for 13,000 member combined risk pool with individual liability limits of up to \$11MM and more than \$210MM in insured property.
- Implementing exceptional crisis-management programs on numerous high-profile incidents.
- Marketing and completing annual renewal with Lloyds of London syndicates to place program portfolio, including specialty and high-risk coverages; scope of renewal includes underwriter research and recruiting, program marketing, and contract negotiation.
- Achieving an overall annual program savings of 25% or \$675,000 in 2007 after face-to-face meetings with Lead Underwriters of several Lloyds of London syndicates; facilitated transition of the full insurance program from the US market to the international market after 19 years.
- Negotiating the elimination of 3rd party broker and TPA fees achieving annual savings of \$130k.
- Reducing average open claim portfolio by approximately 70% from over 30 active files to a level consistently below 10 in less than four years.
- Executing balanced budget with focus on setting accurate reserves and maintaining loss ratios of below than 40% (policy year net premium paid vs. policy year total claims paid).
- Negotiating numerous successful settlements with a focus on maintaining strong defense reputation, appropriate accountability, and absolute fairness and integrity; settlement authority varies from \$10,000 to \$1MM+.
- Optimizing innovative communication technologies and customer-driven support systems for educational programs, accounts receivable, and member communications leading to fully electronic interaction with membership at a savings of \$35,000 annually.
- Coordinating AR with annual collections of \$2.5MM + from over 11,000 dues-paying members.
- Numerous speaking engagements at colleges and universities on effective risk management practices and loss-prevention programs. Rated highest risk management speaker of 8 presenters at 2010 and 2011 leadership conferences.
- Publication of several educational initiatives including the quarterly *RISKWATCH* news magazine with recent topics including Facebook litigation warnings, disaster preparedness, and fire safety.
- Providing creative support to a 6-member Board with various program portfolios including budget/investments; legal and claims; insurance analysis; member education; and PR.
- Investigating all potential claims and protecting initial investigation materials with prompt attention to determine facts, damages, coverage, and recovery possibilities; evaluating and analyzing each loss based various state laws and jurisdictions; retaining and coordinating legal services, and directing all property and liability claims from inception through completion across North America; monthly reporting on all open claims, coverage determinations, discovery progress, settlement negotiations, and attorney selection.

1998-2003

Vice President (2001) and Managing Director of Operations (1998)

Sigma Chi Corporation International Headquarters - Evanston, Illinois

Corporate Headquarters for values-based membership organization focused on serving more than 200 undergraduate and 150 alumni chapters through educational programs, leadership training, and member resources to over 225,000 members across the US and Canada.

- Chief operating officer, including oversight of 8 departments, \$4MM annual budget, 40-member staff, and more than 150 active volunteers.
- Managed all organizational programming, including HR and employment issues, information technology development, alumni and volunteer services, conference services and special events, educational development, and marketing/licensing.
- Received five promotions in six years, reaching the highest internal staff position available.
- Supervised and participated in all new employment and termination decisions with a senior staff retention rate of better than 80% during my tenure.
- Provided oversight and accountability for staff strategic planning initiatives along with follow-up evaluations and assessments on a monthly and quarterly basis.
- Served as staff liaison to Sigma Chi Educational Foundation on issues of grant coordination, donor development, and alumni involvement and training.
- Served as primary liaison for host institutions and as organizational representative to several trade associations (NASPA, NIC, AFA).
- Supervised accounts receivable department responsible for annual collections of more than \$2.8MM from approximately 20,000 dues-paying members.
- Verified, approved, and controlled monthly expense accounts for 150 volunteers.
- Managed nine-month process of database integration from assessment to comparison research, then through the bidding, purchasing, and implementation.
- Authored and edited manuals, guidebooks, and tutorials on various subjects including member development, values-based leadership and fiscal management.

EDUCATION **Master of Science** (Public Service Management) with honors, while employed full-time.
DePaul University – Chicago, Illinois

***International Thesis Project:** "The Curitba Model: Bringing the public transportation successes of economic viability, environmental preservation, and social progress to New Orleans, Louisiana"*

Bachelor of Arts (History with Distinction in Leadership Theory). Graduated with honors.
Birmingham-Southern College - Birmingham, Alabama

***McWane Honors Scholarship:** Recognizing the outstanding incoming student, the McWane supports diverse educational experiences such as travel, study-abroad, special internships, and other enrichment opportunities. The 4-year, full-tuition scholarship + annual stipend was valued at over \$100,000 in 1992.*

BOARDS Secretary and Board Member, James R. Favor & Co., Insurance Brokers and Risk Management Consultants, Denver, Colorado
Secretary and Board Member, Belmont Arts & Cultural Center, Pensacola, Florida

LICENSES

- Licensed Insurance Broker (Property & Casualty), Illinois (2005-present)
- Certified Insurance Counselor (CIC) – expected completion spring 2011

References available upon request.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2698

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Commission on Oil Spill Response Coordination

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointing Commissioner Grover C. Robinson, IV, as Escambia County's Representative to the Commission on Oil Spill Response Coordination - Charles R. "Randy" Oliver, County Administrator

That the Board approve the appointment of Commissioner Grover C. Robinson, IV, as Escambia County's Representative to the Florida Department of Environmental Protection's Commission on Oil Spill Response Coordination.

BACKGROUND:

The Deepwater Horizon oil spill has had significant fiscal and environmental impacts on our state. In the wake of this disaster, the Florida Legislature charged the Board of Trustees of the Internal Improvement Trust Fund with establishing the Commission on Oil Spill Response Coordination to identify ways to ensure that the health and welfare of Florida's citizens and natural resources are best protected in the future from such potential disasters.

Chapter 2011-142, Laws of Florida, directs the Board of Trustees to appoint members of the Coordination Commission to include a representative of the office of each board member, a representative of each state agency that directly and materially responded to the Deepwater Horizon oil spill, and a representative of the Board of County Commissioners for Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla counties.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Any appointees to represent the Board of County Commissioners must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FDEP Commission on Oil Spill Response Coordination



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

May 21, 2012

The Honorable Wilson Robertson
Chair
Board of Escambia County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman Robertson:

The Deepwater Horizon oil spill has had significant fiscal and environmental impacts on our state. In the wake of this disaster, the Florida Legislature charged the Board of Trustees of the Internal Improvement Trust Fund with establishing the Commission on Oil Spill Response Coordination (Commission) to identify ways to ensure that the health and welfare of Florida's citizens and natural resources are best protected in the future from such potential disasters.

Chapter 2011-142, Laws of Florida, directs the Board of Trustees to appoint members of the Commission to include a representative of the office of each board member, a representative of each state agency that directly and materially responded to the Deepwater Horizon oil spill, and the chair of the board of county commissioners for Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton and Wakulla counties.

As staff to the Board of Trustees, the Department of Environmental Protection (DEP) is in the process of gathering the names of the representatives from the various state agencies. Once that process is complete, you will be contacted regarding the first Commission meeting. In the interim, if you have any questions, please feel free to contact Ms. Gwen Keenan, Chief of DEP's Bureau of Emergency Response, at Gwen.Keenan@dep.state.fl.us or (850) 245-2875.

Sincerely,

A handwritten signature in black ink that reads 'Herschel T. Vinyard Jr.' with a stylized flourish at the end.

Herschel T. Vinyard Jr.
Secretary



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2742

County Administrator's Report 14. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Naval Air Station Concurrent Jurisdiction

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Continued Support of Jurisdictional Change at Saufley Field - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning support of the jurisdictional change at Saufley Field:

- A. Approve the letter confirming continued support of the change in the jurisdictional status of Saufley Field to concurrent State and Federal jurisdiction, provided the Navy continues staffing Saufley Field Fire Station, maintains a presence at the airfield, and the prison is in use by the Federal Government; and
- B. Authorize the Chairman to sign the letter.

BACKGROUND:

In a letter dated July 13, 2009, the Commanding Officer of Naval Air Station Pensacola requested support regarding a jurisdictional change to the property located at Saufley Field from its status of exclusive federal jurisdiction to concurrent jurisdiction. On October 9, 2009, Chairwoman Marie Young signed such a letter of support for the initiative.

The Navy has approved the jurisdictional change and the request is currently with the Florida Governor's office. The Office of the Staff Judge Advocate, in a letter dated November 7, 2011, has requested a letter confirming continued support of the change to concurrent jurisdiction, as requested by the Governor's office.

The recommended letter supports concurrent jurisdiction of Saufley Field as long as the Navy continues staffing of the Fire Station and maintains a presence at the airfield, and the prison is in use by the Federal Government. The County's MSBU would be applicable to all property served in the area when the Saufley Field Station is no longer staffed by the Navy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that any correspondence signed by the Chairman must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

letter to christopher plummer re:concurrent jurisdiction



Board of County Commissioners • Escambia County, Florida

Wilson B. Robertson, District 1 Commissioner

June 7, 2012

Captain Christopher Plummer
Commanding Officer
NAS Pensacola
150 Hase Road, Suite A
Pensacola, FL 32508-1051

Dear Captain Plummer:

This letter is in response to LCDR Ausband's letter of November 7, 2011, requesting our support in changing the jurisdictional status of Saufley Field to concurrent state and federal jurisdiction.

Escambia County is agreeable to concurrent jurisdiction for the foregoing area, provided the Fire Station staffed by the Navy remains and as long as the Navy has a presence at the airfield and the prison is in use by the federal government, unless the prison is subject to the County's Fire Service MSBU.

The County's MSBU would be applicable to all property served in the area when the fire station is no longer staffed by the Navy. Please note that the County will need two (2) years' advance notice to make this change and the level of service received by the surrounding properties may be reduced.

Please do not hesitate to contact me at (805) 595-4910 if I can be of further assistance.

Sincerely,

Wilson B. Robertson
Chairman

WBR:sh

cc: Lloyd Kerr, Development Services Department Director
Mike Weaver, Public Safety Department Director
Alison Rogers, County Attorney



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2731

County Administrator's Report 14. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Scheduling a Public Hearing to Consider an Ordinance to Repeal an EDATE for WDC Florida Realty Company, LLC, Subsidiary of Overhead Door Corporation

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Repeal Ordinance Number 2010-24, Granting WDC Florida Realty Company, LLC, a Wholly-Owned Subsidiary of Overhead Door Corporation, Certain County Economic Development Ad Valorem Tax Exemptions - Charles R. "Randy" Oliver, County Administrator

That the Board schedule a Public Hearing on July 12, 2012, at 5:31 p.m., to consider repealing Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATE).

BACKGROUND:

Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain Economic Development Ad Valorem Tax Exemptions (EDATE) for an expanding existing business established in the County meeting certain statutory requirements.

In 2003 and 2008, Escambia County granted Wayne Dalton Corporation certain tax exemptions for the purpose of facilitating the expansion of the existing business as defined by Section 90-148, Escambia County Code of Ordinances, and Section 196.012(16), Florida Statutes. (The exemption granted in 2003 expired on December 31, 2011.)

The Ordinances were originally granted to Wayne Dalton Corporation based on the following information:

Ordinance 2003-52: expansion of an existing business

*Real property-

Add 90,000 sq. ft.

Expand manufacturing facility

Expand R&D offices and facilities

Expand front office

Total value= \$5,650,000 Completed as of 2008

*Create 43 new jobs with 308 existing employees (351 total)

*Personal Property-

Total value= \$13,950,000

Ordinance 2008-14: expansion of an existing business

*Real property-

Add 100,000 sq. ft.

Install 500 ft manufacturing line

Install steel forming and strut insertion system

Reconfigure assembly equipment

Add 16 shipping docks

Total value= \$4,000,000 Proposed completion date- 2012

*Create 146 new jobs by 2009 (497 total)

*Personal Property-

Total value=\$2,676,848

In June 2009, Wayne Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne Dalton, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

In March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATES granted to the previous property owner, Wayne Dalton. At that time, the company employed approximately 140 employees and anticipated creating 128 new positions (268 total) by 2011. The capital improvements were to be completed as of 2012.

On August 5, 2010, this Board adopted Ordinance 2010-24 renewing the Ordinances 2003-52 (expired effective 2011) and 2008-14 and amending said ordinances to reflect the proper name of the current property owner, WDC Florida Realty I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

In February of 2012, Overhead Door filed a renewal application seeking renewal of the remaining EDATE for the current tax year. While the renewal application was under review, the State of Florida provided notice of terminating certain economic development incentives previously granted to Overhead Door Corporation citing noncompliance with program requirements relating to employment numbers.

According to the most recent data, Overhead Door currently employs approximately 130 full time employees at its facility in Escambia County. The number of employees currently employed by Overhead Door does not meet the statutory definition of an expansion of an existing business as defined by Sec. 90-148, Escambia County Code of Ordinances, and §196.012(16), Florida Statutes. In addition, the Escambia County Property Appraiser concluded the property to which the remaining exemptions applied does not meet the minimum criteria set forth in the relevant statute or the applicable Code provisions governing such exemptions.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was reviewed by the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

Attachments

Overhead Door Backup 06282012

ORDINANCE NUMBER 2012 - ____

1
2
3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE
4 REPEAL OF EXEMPTIONS FROM ESCAMBIA COUNTY AD VALOREM
5 TAXATION FOR WDC FLORIDA REALTY COMPANY, LLC; PROVIDING FOR
6 LEGISLATIVE INTENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING
7 FOR REPEAL OF ORDINANCE 2010-24; PROVIDING FOR SEVERABILITY;
8 PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR EFFECTIVE
9 DATE.

10
11 WHEREAS, Section 196.1995, Florida Statutes and Chapter 90, Article IV, Division 2,
12 Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes
13 Escambia County to grant certain Economic Development Ad Valorem Tax Exemptions
14 (EDATE) for the expansion of existing businesses in the County meeting certain statutory
15 requirements; and

16
17 WHEREAS, on March 6, 2008, Wayne-Dalton Corporation, located at 3395 Addison
18 Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of Escambia County, such
19 an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the
20 assessed value of certain real and tangible personal property of the corporation; and

21
22 WHEREAS, on August 5, 2010, the Board of County Commissioners of Escambia
23 County enacted Ordinance 2010-24, renewing Ordinances 2003-52 (expired effective 2011) and
24 2008-14 and amending said ordinances to reflect the proper name of the current owner, WDC
25 Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation; and

26
27 WHEREAS, upon recent review of the remaining exemption, the Board of County
28 Commissioners finds that the Economic Development Ad Valorem Tax Exemptions for WDC
29 Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation, no longer meet
30 the eligibility requirements of Section 196.1995, Florida Statutes, and the County's EDATE
31 Ordinance; and

32
33 WHEREAS, it is now in the best interest of the health, safety, and welfare of the citizens
34 of Escambia County, Florida that the ordinance granting such exemptions be repealed.

35
36 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
37 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

38
39 Section 1. Legislative Intent.

40
41 (A) After consideration of the report of the Escambia County Property Appraiser and the
42 request of Wayne Dalton Corporation in accordance with the procedures now codified at
43 Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia
44 County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption
45 Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County
46 Commissioners, by Ordinance 2008-14, granted for a period of ten (10) years, effective
47 from March 13, 2008, an exemption as an expanding existing business from County ad
48 valorem taxation of one hundred percent (100%) of the assessed value of certain real
49 and tangible personal property of Wayne Dalton Corporation.
50

1 (B) It was the intent of the Ordinance that the exemption was for the express purpose of
2 facilitating the expansion of an existing business in Escambia County, as defined in
3 Section 196.012(16), Florida Statutes. It was the further intent of said Ordinance that
4 the exemptions granted to Wayne Dalton Corporation were solely for the use and benefit
5 of said business.
6

7 **Section 2. Findings of Fact.**
8

9 (A) Section 196.1995, Florida Statutes and Chapter 90, Article IV, Division 2, Sections 90-
10 146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia
11 County to grant certain Economic Development Ad Valorem Tax Exemptions (EDATE)
12 for an expanding existing business established in the County meeting certain statutory
13 requirements.
14

15 (B) In 2008, Wayne-Dalton Corporation applied for an EDATE from Escambia County.
16

17 (C) Section 196.1995, Florida Statutes, and the County's ordinance, provide that the EDATE
18 may be granted for improvements made to real property for which such an exemption is
19 requested.
20

21 (D) On March 6, 2008, Wayne-Dalton Corporation through Ordinance 2008-14 of Escambia
22 County, was granted an EDATE for one hundred percent (100%) of the assessed value
23 of certain real and tangible personal property of the corporation at 3395 Addison Drive,
24 Pensacola, Florida.
25

26 (E) On August 5, 2010, Escambia County enacted Ordinance 2010-24 renewing Ordinances
27 2003-52 (expired effective 2011) and 2008-14 and amending said ordinances to reflect
28 the proper name of the current owner, WDC Florida Realty, LLC, a wholly owned
29 subsidiary of Overhead Door Corporation.
30

31 (F) The Escambia County Property Appraiser reexamined the remaining exemption
32 awarded to WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door
33 Corporation, and determined the property for which the EDATE exemptions were
34 awarded no longer meets the requirements of the County's ordinance and the State's
35 law governing such exemptions.
36

37 (G) As a result, the Board of County Commissioners of Escambia County, Florida finds that
38 WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation,
39 now no longer meets the definition of expansion of an existing business as defined in
40 Section 90-148, Escambia County Code of Ordinances and Section 196.012(16), Florida
41 Statues, as amended, requiring the repeal of Ordinance 2010-24 for the 2012 tax year
42 forward.
43

44 **Section 3. Repeal.**
45

46 Ordinance 2010-24, renewing and amending Ordinance 2003-52 (expired effective
47 2011) and Ordinance 2008-14, is hereby repealed.
48

49 **Section 4. Repeal Date.**
50

1 The Economic Development Ad Valorem Tax Exemptions granted to WDC Florida
2 Realty Company, LLC, a wholly owned subsidiary of Overhead Door Corporation, shall be
3 repealed at 12:01 a.m. on the effective date of this Ordinance.

4
5 **Section 5. Severability.**

6
7 In any section, subsection, paragraph, sentence, clause, phrase, or portion of this
8 Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of
9 competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and
10 severable provision and such holding shall not affect the validity of the remaining portions of this
11 Ordinance.

12
13 **Section 6. Inclusion in the Code.**

14
15 It is the intention of the Board of County Commissioners that the provisions of this
16 ordinance shall become and be made a part of the Escambia County Code; and that the
17 sections of this ordinance may be renumbered or relettered and the word "ordinance" may be
18 changed to "section", "article", or such other appropriate word or phrase in order to accomplish
19 such intentions.

20
21 **Section 7. Effective Date.**

22
23 This Ordinance shall become effective upon filing with the Department of State.

24
25 **DONE AND ENACTED this _____ day of _____, 2012.**

26
27 **BOARD OF COUNTY COMMISSIONERS**
28 **ESCAMBIA COUNTY, FLORIDA**

29
30 **ATTEST: ERNIE LEE MAGAHA**
31 **Clerk of the Circuit Court**

32 _____
33 **Wilson B. Robertson, Chairman**

34 _____
35 **Deputy Clerk**

36
37
38
39
40
(Seal)

Enacted: _____

Filed with Department of State: _____

Effective: _____



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone 850 434-2735 • Fax 850 435-9526



April 11, 2012

Mrs. Tonya Gant
Economic Development Coordinator
Escambia County Administration
221 Palafox PL, Suite 420
Pensacola, FL 32502

RE: Economic Development Ad Valorem Tax Exemption – Overhead Door

Dear Mrs. Gant:

This is the Escambia County Property Appraiser's response to Larry Newsome's request to review the above referenced EDATE renewal, this office finds the following to be problematic.

EDATE 2008-14

- 1.) Job projections have not been met.
- 2.) Tangible Personal Property (TPP) listed on the 2008-14 Ordinance with fair market value of \$2,676,848 has never been placed into production. The renewal application for 2012 and the TPP Return filed for 2012 state the production line remains idle.

EDATE 2003-52

- 1.) Ordinance #2003-52, expired on December 31, 2011.
- 2.) The exemption commenced in 2003 and the 8 ½ years granted would expire on July 1, 2011.
- 3.) Although the body of the ordinance stated the expiration date would be July 1, 2012. This is a typographical error. The evidence of the error is supported by the commencement date and length of the exemption granted. This was discussed by the previous Exemptions Director, Janie Bonds, who spoke with Jean Kassab and confirmed the expiration date of December 31, 2011.

A review of the application and consideration of these issues should be considered prior to renewal.

Sincerely,

Chris Jones, CFA
ESCAMBIA COUNTY PROPERTY APPRAISER

By:

A handwritten signature in cursive script that reads "Susan P. Smith".

Susan P. Smith, CFE
Director, Administrative Services

/bs

Tonya Gant

From: Barbara Snell [bsnell@sbccpa.com]
Sent: Tuesday, April 17, 2012 4:23 PM
To: Tonya Gant
Cc: Lolita Hawkins; Alberta Simmons
Subject: Overhead Doors FY12/13

Dear Ms. Gant,

It has come to my attention that the above referenced project is only tentatively through the review process for jobs and wages. At this time SB&C is recommending that the Department of Economic Opportunity provide them a chance to apply for an economic recovery exemption as the preliminary review shows the jobs requirements has not been met.

As discussed, the State of Florida's, Department of Economic Opportunity, Division of Strategic Business Development will contact you, via letter, of its final decision for this QTI Project.

Sincerely,

Barbara W. Snell
Staff Consultant
Sharpton, Brunson & Company
215 South Monroe Street, Suite 750
Tallahassee, FL 32301
Phone: 850-727-8139
Main Line: 850/727-8160
Fax: 850-727-8183.com
Email: bsnell@sbccpa.com
Miami/Ft. Lauderdale/Tallahassee

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION RENEWAL APPLICATION
Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1 Business name <u>Overhead Door Corporation</u>	Mailing address
2 Please give name and telephone number of owner or person in charge of this business. Name <u>Dennis Stone (Pres) Christine Guthrie (Cont)</u>	<u>P.O. Box 67, Mt. Hope, Oh 44660</u> Telephone number <u>330 763 8200</u>
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed <u>3395 Addison Dr Pensacola FL 32511</u>	4 Date you began, or will begin, business at this facility
5 Description of the improvements to real property for which this exemption is requested <u>Consolidation of Out-of-state Plants - will increase head count</u>	Date of commencement of construction of improvements

Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased						APPRAISER'S USE ONLY	
Class or Item	Age	Date of Purchase	Original Cost	Cond*	Taxpayer's Estimate of Fair Market Rent	Cond*	
<u>See Attachment A</u>			\$		\$		\$
<u>Includes Accounts</u>			\$		\$		\$
<u>Tangible</u>			\$		\$		\$
<u>02020838</u>			\$		\$		\$
<u>02020856</u>			\$		\$		\$
<u>02019972</u>			\$		\$		\$
<u>Real Property</u>			\$		\$		\$
<u>01-0094-200</u>			\$		\$		\$

Average value of inventory on hand: \$110,996 Million *Condition: (good, avg (average), or poor)

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a new business or expansion of an existing business

8 Describe type or nature of your business
Manufacturer and Distributor of garage doors

9 Trade levels (check as many as apply)
 Retail Wholesale Manufacturing Professional
 Service Office Other, specify:

10 Number of full-time employees to be employed in Florida Overtime/ways 162 + HRM 56 = 218 total

If an expansion of an existing business: Net increase in employment 86 increase from 2010-2011 47 % Increase in productive output resulting from this expansion %

11 Sales factor for the facility requesting exemption: only of 76

Total sales in Florida from this facility-one (1) location only	<u>3,451,967</u>	divided by	Total sales everywhere from this facility-one (1) location only	<u>88,304,260</u>	=	<u>39</u>	%
-----------------------------------------------------------------	------------------	------------	-----------------------------------------------------------------	-------------------	---	-----------	---

12 For office space owned and used by a corporation newly domiciled in Florida Date of incorporation in Florida Number of full-time employees at this location

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date 2/28/2012 Signature, preparer Christine Guthrie

Signature, taxpayer Christine Guthrie Preparer's address P.O. Box 67, Mt. Hope Dr, 44660

Title Legal Counsel Preparer's telephone number

Property Appraiser's Use Only	
I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources \$
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section \$
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation \$
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted Improvements to real property \$ Personal property \$
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a <input type="checkbox"/> new business <input type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither
VI	Last year for which exemption may be applied <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Application to be filed not later than March 1

Date

Signature, Property Appraiser

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions. Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a collocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption.—

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes

(15) "New business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) "Expansion of an existing business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible

personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site collocated with a commercial or industrial operation owned by the same business.

Section 196.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "includable corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

RENEWAL APPLICATION

APPLICANT:

NAME OF BUSINESS:

Overhead Door Corporation
 Tangible Property Accts
 02020838
 02020856
 02019972
 Real Property - WDC Realty Co
 01-0094-200

**ESCAMBIA COUNTY SUPPLEMENTAL
 EDATE EVALUATION FORM**



FOR BUSINESSES WITH LESS THAN 150 EMPLOYEES

CAPITAL INVESTMENT Capital Investment is the acquisition of fixed assets that is anticipated to have a long life of use before it has to be replaced or repaired. Capital investment is made any time a company purchases goods that will benefit the operation of the business, but will not be used to cover the operational costs of the business. Please do not include land.

		NEW EMPLOYEES - NEW BUSINESS (At Facility Where Exemption Is Requested)	Please check one:
Under \$1 Million	<input type="checkbox"/>	Under 25 Employees	<input type="checkbox"/>
\$1 - \$5 Million	<input type="checkbox"/>	25 - 50 Employees	<input type="checkbox"/>
Over \$5 Million	<input checked="" type="checkbox"/>	51 - 100 Employees	<input type="checkbox"/>
Attachment A		Over 100 Employees but less than 150	<input type="checkbox"/>

PLEASE LIST CAPITAL INVESTMENTS:

(Note: Add additional sheet if necessary)

[Redacted area for listing capital investments]

		NEW EMPLOYEES - BUSINESS EXPANSION (At Facility Where Exemption Is Requested)	
Under 25 Employees			<input type="checkbox"/>
25 - 50 Employees			<input type="checkbox"/>
51 - 100 Employees			<input type="checkbox"/>
Over 100 Employees but less than 150	200 New from Edate award in 2009		<input type="checkbox"/> 84
PROJECTED NUMBER OF ADDITIONAL EMPLOYEES (Within One Year of Original Application)			#

CAPITAL INVESTMENTS	IF NOT LISTED AND CHECKED BELOW - PLEASE LIST JOB CLASSIFICATIONS AND AVERAGE SALARIES FOR THE JOB CLASSIFICATIONS
----------------------------	---------------------------------------------------------------------------------------------------------------------------

ITEM:	\$COST\$:	CLASSIFICATION: <i>(Note: Add additional sheet if necessary)</i>	Average SALARY\$
See Attachment A	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total	\$		\$

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------	---------------------------------------------------------------------

INSTRUCTIONS TO THE APPLICANT: You are **NOT** required to use the following classifications; they are listed as a tool only. If a job classification is not relevant to your business, please write in the job classification above and provide the average salary information for that job classification as indicated.

<p>See Attachment B</p> <hr style="width: 50%; margin: auto;"/> <p><i>If applicable, please check all job classifications that apply.</i></p>	AVERAGE SALARY\$
-----------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

Architecture and Engineering Occupations	
	Electrical Engineers
	Mechanical Engineers
	Engineer
Information Technology	
	Computer Information Systems
	Computer Programmer

CAPITAL INVESTMENTS

IF NOT LISTED AND CHECKED BELOW - PLEASE LIST JOB CLASSIFICATIONS AND AVERAGE SALARIES FOR THE JOB CLASSIFICATIONS

ITEM:	\$COST\$:	CLASSIFICATION: <i>(Note: Add additional sheet if necessary)</i>	Average SALARY\$
See Attachment A	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total	\$		\$

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE?

Yes No

INSTRUCTIONS TO THE APPLICANT: You are **NOT** required to use the following classifications; they are listed as a tool only. If a job classification is not relevant to your business, please write in the job classification above and provide the average salary information for that job classification as indicated.

See Attachment B

If applicable, please check all job classifications that apply.

AVERAGE SALARY\$

Architecture and Engineering Occupations

Electrical Engineers	
Mechanical Engineers	
Engineer	
<u>Information Technology</u>	
Computer Information Systems	
Computer Programmer	

	CLASSIFICATION	AVERAGE SALARY\$
<u>Life, Physical, and Social Science Occupations</u>		
	Survey Researchers	
	Urban and Regional Planners	
	Social Scientists and Related Workers, All Other	
<u>Healthcare Support Occupations</u>		
	Home Health Aides	
	Nursing Aides, Orderlies, and Attendants	
	Dental Assistants	
	Medical Assistants	
	Healthcare Support Workers, All Other	
<u>Sales and Related Occupations</u>		
	First-Line Supervisors/Managers of Retail Sales Workers	
	Cashiers	
	Sales Representatives, Services, All Other	
<u>Office and Administrative Support Occupations</u>		
	Telephone Operators	
	Bill and Account Collectors	
	Customer Service Representatives	
	Office and Administrative Support Workers	
<u>Installation, Maintenance, and Repair Occupations</u>		
	First-Line Supervisors/Managers of Mechanics, Installers, and Repairers	
	Maintenance Workers, Machinery	
	Helpers--Installation, Maintenance, and Repair Workers	
	Installation, Maintenance, and Repair Workers, All Other	
<u>Production Occupations</u>		
	First-Line Supervisors/Managers of Production and Operating Workers	
	Assemblers and Fabricators	
	Machinists	
	Welders, Cutters, Soldiers and Braziers	

	CLASSIFICATION	AVERAGE SALARY\$
	ADDITIONAL JOB CLASSIFICATIONS NOT PREVIOUSLY LISTED <i>(Add additional sheet if needed)</i>	See Att. B
1.		
2.		
3.		
4.		
5.		
6.		

Christine Guthrie

 Signature of Applicant

Christine Guthrie

 Printed Name

OHIO
 STATE OF ~~FLORIDA~~
 COUNTY OF HOMES

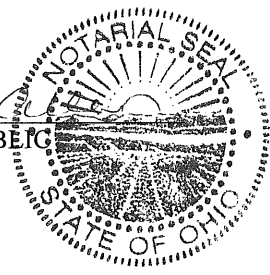
Sworn to (or affirmed) and subscribed before me this 28th day of Feb, 2012, by (name of person making statement).

My commission expires: 9/28/16

(NOTARY SEAL)

Susan Allen

 NOTARY PUBLIC



SUSAN ALLEN
 Notary Public, State of Ohio
 My Commission Expires Sept. 28, 2016

Personally Known OR Produced Identification _____

Type of Identification Produced _____

	CLASSIFICATION	AVERAGE SALARY\$
	ADDITIONAL JOB CLASSIFICATIONS NOT PREVIOUSLY LISTED (Add additional sheet if needed)	See ATT. B
1.		
2.		
3.		
4.		
5.		
6.		

Christine Guthrie
Signature of Applicant

Christine Guthrie
Printed Name

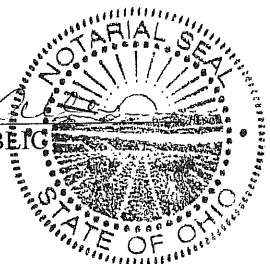
OHIO
STATE OF ~~FLORIDA~~
COUNTY OF HOMES

Sworn to (or affirmed) and subscribed before me this 28th day of Feb, 2012, by (name of person making statement).

My commission expires: 9/28/16

(NOTARY SEAL)

Susan Allen
NOTARY PUBLIC



SUSAN ALLEN
Notary Public, State of Ohio
My Commission Expires Sept. 28, 2016

Personally Known OR Produced Identification

Type of Identification Produced _____

Attachment
A

LINE 10 - Office Furniture & Office Machines & Library	Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Original Installed Cost	Appraiser's Use Only
						Good	Avg Poor		
23	OFFICE FURNITURE	12080							
23	NEW OFFICE FURNITURE	12082	2/16/98			X		52,089.79	
17	FURNITURE FOR FRONT OFFICE - DESK, TABLE, CHAIRS	12248	3/28/1988			X		25,309.00	
14	Security / Surveillance system, plant wide, Infile & outside	12285	6/21/1994			X		2,622.85	
13	DESK, DOUBLE BED 66"X30" MAHOGANY & HIGH BACK CHAIR WITH ARMS	13285	11/17/1997			X		80,525.80	
13	CHAIRS (2) AND 1 MAHOGANY CREDENZA FOR REG. FINANCE	13285	5/17/1998			X		761.14	
12	Security cameras, add (3) to existing at shipping docks	13285	9/17/1998			X		797.54	
11	Security, add (4) cameras, (4) card swipe door locks	12677	4/12/2000			X		9,056.92	
11	Time Clock, employee basic 480	12674	9/13/2000			X		263,871.65	
7	2-NOISE MASKING SYSTEM - ARMASTRON TR-230 PROCESSOR/MIXER W/21-2X2 OPTIMAL SPK	13066	1/12/2004		2,990.02	X		7,857.02	
7	PHONES FOR BUILDING EXPANSION, AYAAYA 24 PORT DIGITAL FOR BCS	13104	1/12/2004			X		1,859.13	
7	MANITOWOC ICE MACHINE WITH NEW ICE BIN AND WATER FILTER	13069	6/12/2004		1,564.76	X		7,876.50	
7	DESK, DELUXE SHOP, GRAY (17) FOR HARDWARE	13189	12/1/2004		3,703.92	X		3,230.00	
7	COMPUTER CABINET (3) FOR HARDWARE	13180	12/1/2004		472.92	X		8,059.46	
7	CHAIRS, STEEL (14) FOR HARDWARE	13161	12/1/2004		1,456.51	X		1,029.22	
7	REFRIG AND (2) MORGANA OVENS FOR HARDWARE	13162	12/1/2004		335.90	X		3,126.27	
6	DUPPLICATING MACHINE, HZ 220 LEGAL-SIZED DUPLICATOR W/STAND	13250	8/12/2005		14,454.93	X		776.70	
6	PHONE SYSTEM, UPGRADE AYAAYA DEFINITY TELEPHONE SYSTEM - PBX	13277	8/12/2005			X		27,944.44	
6	COPIER, DIGITAL COPIER/PRINTER, KM2550	13302	10/12/2005			X		32,119.63	
6	COPIER, RICOH AF1515MF	13308	10/12/2005			X		41,184.58	
5	COPIER, RICOH AF1515MF	13359	10/12/2005		1,138.51	X		5,336.30	
5	COPIER, RICOH AF1515MF	13358	9/12/2005			X		2,140.63	
5	PROJECTOR, DELI 5100HP DLP PROJECTOR	13356	9/12/2005			X		2,413.37	
5	COPIER, RICOH CTR AF1515MF	13408	11/12/2006			X		2,413.37	
5	COPIER, RICOH CTR AF1515MF	13416	11/12/2006			X		2,413.37	
5	COPIER, RICOH CTR AF1515MF	13416	12/1/2006			X		2,413.37	
5	COPIER, RICOH CTR AF1515MF	13454	12/1/2006			X		2,413.37	
5	FZ220 DUPLICATOR	13455	12/1/2006			X		2,413.37	
3	RICOPH MP1615PF	17588	1/12/2008		624.00	X		3,120.00	
3	PRINTER, LABEL SATO CL508	17658	1/12/2008		416.94	X		2,083.21	
10	PRINTER, LABEL SATO CL508	10891	6/30/2001			X		2,559.00	
10	DELI Laser Printer S330hd	10084	10/31/2009		630.10	X		2,559.00	
5	COPIER, RICOH CTR AF2224C	10152	12/12/2006			X		1,145.73	
15	Fax Machine	10181	7/21/1996			X		5,363.60	
11	CANON 3000 LASER FAX MACHINE	10234	6/24/2000			X		2,217.04	
11	FAX MACHINE FOR PURCHASING DEP	10235	9/30/2000			X		2,217.04	
11	FAX MACHINE	10236	12/21/2000			X		2,191.35	
11	FAX MACHINE	10237	12/21/2000			X		2,191.35	
11	FAX MACHINE	10238	12/21/2000			X		2,191.35	
10	Label printer for 280 line	10248	11/12/2001			X		2,340.00	
9	Telex - 3 Label Printers	10249	12/31/2002			X		5,413.62	
9	Georgia - 4 Label Printers	10250	12/31/2002			X		5,413.62	
6	LASER JET PRINTER	10292	12/31/2002			X		5,856.92	
4	Printer - labels	10292	9/30/2005		425.50	X		2,042.08	
4	DELI Laser Printer S330hd	10291	10/31/2007			X		2,161.58	
2	DELI Laser Printer S330hd	10299	10/31/2009		630.10	X		2,161.58	
2	KONICA MINOLTA COPIER	10304	10/31/2009		5,902.78	X		1,145.73	
2	KONICA MINOLTA COPIER	10304	10/31/2009		5,940.82	X		10,619.60	
2	KONICA MINOLTA COPIER	10381	10/31/2009			X		10,619.60	
					41,984.93			409,051.64	
LINE 11 - EDP Equipment, Computers, Word Processors									
SYMBOL EQUIPMENT FOR HARDWARE BARCODE PROJECT (3 OF THEM)									
7	PC, DELL INSPIRON 5100, 15.1 XGA, 2.66GHZ-P4	13044	1/12/2004			X		4,983.13	
7	LAPTOP, DELL INSPIRON 5100, 15.1 XGA, 2.66GHZ-P4	13045	1/12/2004			X		2,754.18	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 2.8GHZ	13063	1/12/2004			X		2,689.69	
7	VIDEOJET DOOR PANEL, PRINTER FOR THE FOAMLINE, XL2000 OPAQUE	13064	1/12/2004			X		3,385.19	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.06GHZ	13065	4/12/2004			X		12,003.18	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ (SEE #1246)	13065	4/12/2004			X		3,007.86	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13071	5/12/2004			X		3,650.95	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13072	5/12/2004			X		1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13077	5/12/2004			X		1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13078	5/12/2004			X		1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13079	5/12/2004			X		1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13081	5/12/2004			X		7,552.96	
7	PC, DELL PRECISION WORKSTATION 650 MINI TOWER 3.06GHZ XEON PROCESSOR W/ 1MB L3	13100	5/12/2004			X		2,491.72	
7	LAPTOP, DELL LATITUDE D605, 15.50GHZ PENTIUM 4, 15.0 XGA	13102	5/12/2004			X		3,423.05	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ	13108	5/12/2004			X		1,485.69	

SECTION	HANDLING SYST	Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Original Installed Cost	Appraiser's Use Only Condition
							Good	Poor		
22	22	COMPRESSION - 75 HP	12044	12047	7/1/1989	-	X	-	257,439.64	
21	21	REVERSE HANDLE MOLD/AD EJECTOR	12045	3/1/1990	9/29/1989	-	X	-	14,159.00	
21	21	SHEAR DOOR MACHINE (REPAIR)	12046	6/1/1990	8/28/1990	-	X	-	9,903.00	
21	21	SCRAP CHOPPER	12046	8/28/1990	11/6/1990	-	X	-	11,815.00	
21	21	RETRORFLECTOR WAIR BRAKE	12046	11/6/1990	1/1/1991	-	X	-	8,000.00	
20	20	POWERED CONVEYOR ROLLER GAIRTY	12046	1/1/1991	1/1/1991	-	X	-	2,152.21	
20	20	DC MOTOR	12045	1/1/1991	1/1/1991	-	X	-	6,096.00	
20	20	LUBRICATION EQUIPMENT	12045	1/1/1991	1/1/1991	-	X	-	4,634.23	
20	20	30x30 AIR COMPRESSOR	12045	1/1/1991	1/1/1991	-	X	-	8,396.00	
20	20	INSTALL SPRINKLER AIR COMP	12045	1/1/1991	1/1/1991	-	X	-	1,500.00	
20	20	EX30148 CONICAL GEAR	12045	1/1/1991	1/1/1991	-	X	-	3,500.00	
20	20	EX30148 CONICAL GEAR	12045	1/1/1991	1/1/1991	-	X	-	3,500.00	
20	20	K-24 STEEL DOOR LINE	12045	1/1/1991	1/1/1991	-	X	-	62,707.89	
20	20	CLINTON ROLL FORMER	12045	1/1/1991	1/1/1991	-	X	-	74,367.00	
20	20	MOD 62 TRSM - JACK	12045	1/1/1991	1/1/1991	-	X	-	1,325.00	
20	20	LG 1643 LATHE & ACCESS	12045	1/1/1991	1/1/1991	-	X	-	17,459.00	
20	20	75 HP COMPRESSOR	12045	1/1/1991	1/1/1991	-	X	-	7,466.69	
20	20	DUST COLLECTOR	12045	1/1/1991	1/1/1991	-	X	-	28,707.00	
20	20	CIRCUIT BREAKER	12045	1/1/1991	1/1/1991	-	X	-	1,006.77	
19	19	SHAARP 17 x 60" LATHE WITH 10" 4 JAW CHUCK	11972	4/30/1982	7/1/1992	-	X	-	14,478.72	
19	19	Embosser with Roll, ALLOCATED COLUMBUS P P & E	12382	7/1/1992	7/1/1992	-	X	-	80,545.00	
18	18	Unloader & Coil Car, ALLOCATED COLUMBUS P P & E	12382	7/1/1992	7/1/1992	-	X	-	21,297.00	
18	18	SAFETY EQUIPMENT FOR 8" STAMP PRESS	12209	1/1/1993	1/1/1993	-	X	-	19,806.81	
18	18	MONITOR SYSTEM LIQUID LEVEL FOAM TANKS (3)	12210	1/1/1993	1/1/1993	-	X	-	6,847.51	
18	18	FORULF CAT LABOROTZ 11250 12.500K	12178	4/1/1983	4/1/1983	-	X	-	19,300.00	
18	18	RETAIENER MILL (BRADBURY)	12207	5/1/1983	5/1/1983	-	X	-	842,899.92	
18	18	BAUER FOR CARBOARD & LIGHT STEEL	12181	6/1/1983	6/1/1983	-	X	-	18,814.00	
18	18	DJEG ENOSTIC & LIGHT STEEL	12205	7/1/1983	7/1/1983	-	X	-	1,336.99	
18	18	CABLE CRIMPER MIRROR MT HOPE & PORTLAND PRODUCT	12197	9/1/1983	9/1/1983	-	X	-	1,703.88	
18	18	END MILL VERTICLE 4" FOR MACHINE SHOP	12198	9/1/1983	9/1/1983	-	X	-	14,300.00	
18	18	SCREW GUNS, AUTOMATIC	12221	12/1/1983	12/1/1983	-	X	-	1,725.00	
18	18	RADIAL ARM SAW, DEWALT	12222	12/1/1983	12/1/1983	-	X	-	6,040.00	
18	18	RIVET MACHINE	12222	12/1/1983	12/1/1983	-	X	-	8,298.00	
17	17	LATHE & UPGRADE MILL MACHINERY FOR ANTI-FRICH	12238	1/4/1994	1/4/1994	-	X	-	65,560.26	
17	17	AUTOMATIC SCREW GUN	12236	1/7/1994	1/7/1994	-	X	-	3,812.50	
17	17	AUTOMATIC SCREW GUN	12234	1/7/1994	1/7/1994	-	X	-	28,762.90	
17	17	RETAIENER MILL AND EQUIPMENT (BRADBURY)	12231	2/1/1994	2/1/1994	-	X	-	18,363.89	
17	17	VYALIN FREEZER	12235	2/6/1994	2/6/1994	-	X	-	28,930.00	
17	17	Bandier, Interake	12228	3/2/1994	3/2/1994	-	X	-	18,363.89	
17	17	Press Brake, 135ton chevrolet, mod#5, ser#37524 (firm worst)	12434	5/25/1994	5/25/1994	-	X	-	4,171.94	
17	17	PRESS, RAISED PANEL 375 TON, WITH (2) DIES	12436	5/25/1994	5/25/1994	-	X	-	39,249.68	
17	17	Stock Straightener, Egan Mach, for ww-135 ton multiple punch press	12640	5/25/1994	5/25/1994	-	X	-	1,856.60	
17	17	SPRING RACK ASSEMBLY FOR 2" DRUM	12239	5/26/1994	5/26/1994	-	X	-	3,498.96	
17	17	RUNO SERIAL #150	12324	9/1/1994	9/1/1994	-	X	-	27,074.25	
16	16	INTERLACE BANDERS FOR K24 LINE #8310L	12263	9/30/1994	9/30/1994	-	X	-	26,583.66	
16	16	GAS FIRED INFRARED SPRADE HEATERS	12272	3/6/1995	3/6/1995	-	X	-	7,000.00	
16	16	POWER FORK LIFT SPREADERS	12273	3/7/1995	3/7/1995	-	X	-	23,236.29	
16	16	Cranes, SOT (3) ea, including stewart	12288	3/17/1995	3/17/1995	-	X	-	61,606.88	
16	16	Saw, panel cutting system, anti-pinch upgrade	12292	4/17/1995	4/17/1995	-	X	-	3,321.50	
16	16	DIGITAL STORAGE OSCILLOSCOPE - FROM WOMANE	12498	4/17/1995	4/17/1995	-	X	-	121,773.97	
16	16	BRIDGE CRANE, 14 TON	12498	4/17/1995	4/17/1995	-	X	-	38,917.44	
16	16	Saw, panel cutting system, anti-pinch upgrade	12498	4/17/1995	4/17/1995	-	X	-	5,500.00	
16	16	Roller assembly, linear, manual, assembly uses washer	12274	5/17/1995	5/17/1995	-	X	-	22,750.00	
16	16	AUTOMATED RETAINER ASSEMBLY MACHINE	12293	8/2/1/1995	8/2/1/1995	-	X	-	10,440.44	
16	16	Semi-automatic part unloader, retainer line	12290	9/19/1995	9/19/1995	-	X	-	6,000.00	
16	16	Air compressor, rotary, sulair (ftd from Roseburg)	12278	9/26/1995	9/26/1995	-	X	-	5,000.00	
15	15	Semi-automatic part unloader, retainer line	12433	12/1/1995	12/1/1995	-	X	-	10,440.44	
15	15	Press, hydraulic cut-off, Westwood Machine & Tool	12336	1/1/1996	1/1/1996	-	X	-	5,000.00	
15	15	Press, hydraulic cut-off, Westwood Machine & Tool	13229	2/1/1996	2/1/1996	-	X	-	12,922.31	
15	15	Spectrum Analyzer, HP# 1411 / 85528 / 85548 - FROM WOMANE	12300	5/1/1996	5/1/1996	-	X	-	2,481.00	
15	15	Hamill drive system, 14" drive shaft gears, sprockets chain, burs	12303	6/1/1996	6/1/1996	-	X	-	1,200.00	
15	15	Test Equipment, PIC to grid board repair for reliability	12319	7/1/1996	7/1/1996	-	X	-	16,221.77	
15	15	Fort Lock, TEM electric, mod PCB1553, sn A72E0027 - FROM WOMANE	12502	7/1/1996	7/1/1996	-	X	-	2,322.35	
15	15	Features, sliding blocks, foam stop	12504	9/1/1996	9/1/1996	-	X	-	21,271.23	
15	15	Engineering lab up-grade, tools & test equipment - FROM WOMANE	17367	9/1/1996	9/1/1996	-	X	-	3,200.00	
15	15	Engineering lab up-grade, tools & test equipment - FROM WOMANE	17368	9/1/1996	9/1/1996	-	X	-	2,938.12	
14	14	Street Wreap Machine, Lantech, mod Q Series, ser# 002726	12457	1/1/1997	1/1/1997	-	X	-	2,920.00	
14	14	Link-Cataloger GP25LP, ser# 05A0M3608	12542	2/1/1997	2/1/1997	-	X	-	24,024.00	
14	14	Air dryers, receiver tank, processor & control valves...	12382	3/1/1997	3/1/1997	-	X	-	33,279.51	
14	14	Assembly Line, DS200 Curtain Doors	12388	6/1/1997	6/1/1997	-	X	-	85,468.98	
14	14	Tooling, lead screws, extrusion, 75mm, foamstrip...	17389	6/1/1997	6/1/1997	-	X	-	6,950.00	

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Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Original Installed Cost	Appraiser's Use Only
					Good	Avg Poor		
EASTMAN ECO CONVERTOR CUTTING SYSTEM W/ EAST LABEL - PE# 1647	5	13385	9/1/2006	203,598.33	X		239,975.83	
12 SET SPARE CUTTERS	5	13386	9/1/2006	5,833.94	X		12,871.09	
THOMSON LINEAR GUIDE ASSY W/RAILS & BLOCKS	5	13387	9/1/2006	2,565.82	X		5,713.58	
P2348D ADVANCE LIFT TABLE - 30 X 72	5	13388	9/1/2006	2,716.23	X		5,820.54	
TOP COVER FAB FOR GLAZING UNIT	5	13389	9/1/2006	1,351.00	X		2,959.29	
GLAZING MACHINE W/12 VIBRATORY PRE-FEEDER HOPPERS	5	13390	9/1/2006	118,876.76	X		174,574.24	
PRESS CONTROL SYSTEM, GUIDE RAIL SYSTEM - PE# 1648	5	13391	9/1/2006	223,096.25	X		327,624.84	
DN1541 JUKI SINGLE FOOT SEWING MACHINE	5	13393	9/1/2006	3,090.73	X		6,623.00	
DN1541 JUKI SINGLE FOOT SEWING MACHINE	5	13394	9/1/2006	3,090.73	X		6,623.00	
ALUMINUM EXTRUSION CUTTING EQUIPMENT	5	13395	9/1/2006	3,090.73	X		6,623.00	
SEVEN HYDRAULIC PRESSSES IN TRACK DEPARTMENT	5	13398	9/1/2006	6,759.33	X		14,570.00	
HYDRAULIC SYSTEM FOR PRESSSES WITHREE PALM BUTION STATIONS	5	13399	9/1/2006	47,595.45	X		63,939.45	
SWARTWOLT MODEL 903 HEAVY DUTY CONTROL DAMPER	5	13486	10/1/2006	2,173.51	X		4,980.83	
POWERFLEX DRIVE WIDEWE NET	5	13488	10/1/2006	3,857.49	X		8,121.03	
5400P ADVANCE CAPTOR SCRUBBERSWEEPER	5	13471	11/1/2006	28,495.35	X		40,957.93	
TWO GUIN SLIMLINE PLATEN STYLE SPOT WELDER	5	13402	11/1/2006	9,899.67	X		20,480.00	
24 POWERROLL FAN	5	13406	11/1/2006	7,876.23	X		16,295.63	
033 LABEL APPLICATOR	5	13411	11/1/2006	8,896.98	X		12,853.11	
033 LABEL APPLICATOR	5	13412	11/1/2006	8,896.98	X		12,853.11	
033 LABEL APPLICATOR	5	13413	11/1/2006	8,896.98	X		12,853.11	
DV715 VISION SENSOR FOR FABRIC SHIELD GROMMET DETECTION	5	13414	11/1/2006	3,618.59	X		7,486.77	
DV715 VISION SENSOR FOR FABRIC SHIELD GROMMET DETECTION	5	13415	11/1/2006	3,618.59	X		7,486.77	
HE-4300 SEMI AUTO BANDER FOR LOWES RETAIL PACK	5	13416	11/1/2006	8,782.96	X		12,898.24	
HE-4300 SEMI AUTO BANDER FOR LOWES RETAIL PACK	5	13418	11/1/2006	8,782.96	X		12,898.24	
HE-4300 SEMI AUTO BANDER FOR LOWES RETAIL PACK	5	13419	11/1/2006	8,782.96	X		12,898.24	
HE-4300 SEMI AUTO BANDER FOR LOWES RETAIL PACK	5	13420	11/1/2006	8,782.96	X		12,898.24	
BSLIER CVT MACHINE - BAL DUE ON PE# 1387	5	13428	12/1/2006	5,356.80	X		12,898.25	
GLUE VALVE UPGRADE	5	13467	12/1/2006	33,898.14	X		7,936.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MDL 7FGU25	5	13469	12/1/2006	3,762.46	X		44,129.63	
FORKLIFT TOYOTA 5000# PNEUMATIC - MDL 7FGU25	5	13470	12/1/2006	3,762.46	X		24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MDL 7FGU25	5	13471	12/1/2006	3,762.46	X		24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MDL 7FGU25	5	13472	12/1/2006	3,762.46	X		24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MDL 7FGU25	5	13473	12/1/2006	3,762.46	X		24,627.00	
MACHINE TO 600 VACUUM TABLE	5	13476	12/1/2006	7,375.00	X		15,000.00	
NOISE DOSIMETER	5	13490	12/1/2006	314.15	X		638.84	
TRAVELING RE WELDER TDW 1600 W/12 METERS TABLE	5	13492	12/1/2006	102,940.70	X		146,445.50	
HE-4300 SEMI AUTO BANDER	4	13504	1/1/2007	5,823.79	X		11,847.69	
HE-4300 SEMI AUTO BANDER	4	13505	1/1/2007	5,823.79	X		11,847.69	
WELDMENTS, FABRICATION & CARTS - 8000 LINE	4	13506	4/1/2007	11,142.10	X		21,223.08	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13518	5/1/2007	1,889.06	X		3,448.24	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13519	5/1/2007	1,889.06	X		3,448.24	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13520	5/1/2007	1,889.06	X		3,448.24	
EMBOSING ROLLS ON 8000 LINE	4	13524	8/1/2007	31,963.59	X		41,914.59	
SAFETY LIGHT CURTAIN - BOX MACHINE	4	13525	9/1/2007	4,209.51	X		5,431.65	
MOVE THE DEPARTMENTS INTO PHASE 5 BUILDING	4	17313	12/1/2007	106,419.41	X		134,282.59	
FABRIC SHIELD PULL DOWN PRODUCT ENHANCEMENTS	4	17308	12/1/2007	43,734.45	X		55,165.18	
6100 ATLANTA DOOR WORK CELL EQUIPMENT	4	17312	12/1/2007	37,380.01	X		47,166.99	
BUILDING EXPANSION-FREIGHT	4	17382	1/1/2008	28,376.50	X		36,875.30	
LIFT TRUCK TOYOTA 6500# PNEUMATIC	3	17286	1/1/2008	8,973.67	X		26,927.00	
VARIABLE FRICTION MAGIC ARM WITH CAMERA PLATFORM	3	17670	1/1/2008	57,665.69	X		1,644.35	
8000 LINE BAR CODE & LABEL PRINTER	3	17688	1/1/2008	3,690.50	X		99,966.22	
FOAM LINE CRANE	3	17673	1/1/2008	3,051.63	X		5,086.05	
GROMMETTING MACHINE	3	17682	1/1/2008	3,690.50	X		6,001.50	
ENGLER WVD-41 W/ADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17688	1/1/2008	3,308.40	X		5,314.00	
ENGLER WVD-41 W/ADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17689	1/1/2008	3,308.40	X		5,314.00	
EAGLE WVD-41 W/ADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17690	1/1/2008	16,576.50	X		27,625.00	
WINDLOAD TEST-SECTIONAL PALN DOORS	3	17691	2/1/2008	3,573.97	X		11,730.58	
SAFETY LIGHT CURTAINS-ROLL-FORMERS	3	17692	2/1/2008	4,240.05	X		6,969.95	
INSTASHEETER TOP ASSY 6100 DOOR LINE	3	17693	2/1/2008	4,240.05	X		8,541.31	
CO8694 SPECROGUIDE SPHERE	3	17697	4/1/2008	43,215.08	X		47,341.81	
FABRIC SHIELD DO KIM CODE	3	17718	4/1/2008	7,286.96	X		11,659.13	
DRIVE FOR RETAINER LINE	3	17585	5/1/2008	5,262.24	X		8,308.60	
DUST COLLECTION UNIT	3	17603	5/1/2008	1,569.34	X		1,713.15	
SLIDING TABLE ATTACHMENT	3	17604	5/1/2008	699.02	X		738.22	
SAW STOP CABINET SAW	3	17605	5/1/2008	3,756.33	X		4,036.00	
ELECTROMECHANICAL EDGE GUIDE SYSTEM	3	17595	7/1/2008	58,944.45	X		63,356.45	
CLEAT PULLER FOR 8300 LINE	3	17696	8/1/2008	49,171.39	X		50,428.49	
GLAZING DEPARTMENT	3	17598	9/1/2008	29,173.03	X		33,161.95	
OS-360 WINDLOAD TEST	3	17712	9/1/2008	3,071.06	X		4,516.99	
PRE-FORM HEATERS (4)	3	17755	10/1/2008	17,691.15	X		18,114.00	

IDLE

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only	
					Good Avg Poor		Condition	
MOTOR DRIVE & TEMPERATURE CONTROLS FOR DAVIS STD MODEL 75IN25 EXTRUDER	3	17756	10/17/2008	13,895.90	X	X	14,292.21	
PARKER HYDRAULIC CYLINDER (ADD'L TO 176871)	2	17943	1/12/2009	1,976.74	X	X	8,359.91	
CALIBRATION ADJUSTMENT SYSTEM & BELT GUIDES	2	17946	1/12/2009	1,767.01	X	X	12,327.00	
SURFACE TREATING SYSTEM	2	17919	1/12/2009	25,290.06	X	X	28,061.25	
400 LINE AUTOMATION	4	009845	10/31/07	48,961.36	X	X	104,450.90	
ADVANCED LIFT TABLES	9	009842	07/20/02	-	X	X	54,731.75	
ASSEMBLY TABLE	21	009832	01/31/90	-	X	X	-	
ASSEMBLY TABLE # 128599012	21	009811	01/31/90	-	X	X	129,000.00	
AUTOMATIC PRESS 200 TON 121 AIDA MODEL #C2-20 134100001	21	009820	01/31/90	-	X	X	4,250.00	
AUTOMATIC PRESS 200 TON 121 AIDA MODEL #C2-20 134100006	17	009858	09/31/94	-	X	X	100,000.00	
BACKCOVER BENDING MACHINE	17	009858	09/31/94	-	X	X	5,512.00	
BANDSAW	21	009850	01/31/90	-	X	X	730.00	
BANNER EMBOSSEMENT DIE	9	009851	07/01/02	-	X	X	125,000.00	
BANNER EMBOSSEMENT MANDRILL	9	009852	07/01/02	-	X	X	1,906.32	
BARCODE PRINTER SATO CI 838	11	009812	12/31/00	-	X	X	1,906.32	
BRIDGE CRANE 134064085	21	009375	01/31/90	-	X	X	39,100.00	
CANTILEVER RACKS (10) 120000103	21	009602	01/31/90	-	X	X	-	
CONVEYOR SYSTEM	13	009839	11/20/08	-	X	X	43,819.98	
CUT OFF DIE	11	009841	12/31/00	-	X	X	18,694.00	
CUT OFF PRESS	21	009835	01/31/90	-	X	X	-	
CUT OFF PRESS	21	009831	01/31/90	-	X	X	-	
D9130-2 INSPECTION GAGE TO CHECK MOTOR BRACKET	4	009376	02/01/07	1,762.82	X	X	4,500.00	
DRILL FLOOR DRYGRABT 120000287	21	009607	01/31/90	-	X	X	810.00	
EQUIPMENT-STEEL DOOR	21	009863	01/31/90	-	X	X	-	
FEED 3 ROLL ROWE MACHINERY #DC-053-430 134100027	21	009818	01/31/90	-	X	X	31,700.00	
FEED SINGLE ROLL 100 ROWE MODEL PWFCC-053-0230	21	009874	01/31/90	-	X	X	23,900.00	
FOAM CUTTING EQUIPMENT	9	009843	11/01/02	-	X	X	3,191.21	
GLUE APPLIcATOR-KNOCK N LOCK	3	009849	09/30/08	14,529.80	X	X	24,079.96	
HI SPEED CUT OFF SAW	21	009825	01/31/90	-	X	X	408.55	
KNOCK N LOCK	7	009846	12/31/04	3,184.26	X	X	27,790.05	
KNOCK N LOCK EQUIPMENT UPGRADE	5	009848	11/20/06	10,474.87	X	X	29,576.11	
MIG WELDER 120000132	21	009827	01/31/90	-	X	X	1,722.75	
OBI FLYWHEEL PRESS 12A054054 1	21	009800	01/31/90	-	X	X	6,775.00	
OBI FLYWHEEL PRESS 12A054054 2	21	009801	01/31/90	-	X	X	4,025.00	
OPTICAL COMPARTOR PRESS#C00M 295M GAGERMASTER	21	009816	01/31/90	-	X	X	3,480.00	
PANEL ROLL FORMER LINE	15	009815	07/17/98	-	X	X	996.23	
RACKS FOR ROLLING DR	21	009828	01/31/90	-	X	X	1,359.75	
REPLACE 24 INCH PANEL ROLLS	21	009829	01/31/90	-	X	X	127,000.00	
RIVET GUNS	8	009844	02/01/03	-	X	X	19,070.87	
ROLL FORMER CUTOFF 120000137	11	009615	02/29/00	-	X	X	133,066.58	
ROLL FORMER BRADBURY 120000286	21	009604	01/31/90	-	X	X	8,025.05	
ROLLING STEEL MILL	21	009606	01/31/90	-	X	X	-	
ROLLS FOR B&MILLS	19	009824	11/20/02	-	X	X	-	
SEAM ROLLER 120000138	16	009826	05/30/05	-	X	X	8,480.00	
SEMI AUTOMATIC STRAPPER	21	009605	01/31/90	-	X	X	4,112.33	
SHEET DOOR IMPROVEMENTS	10	009847	12/31/01	-	X	X	10,227.89	
SHEET DOOR ROLLFORMER E4051214	10	009816	11/07/01	-	X	X	11,409.11	
SUTTER	5	009618	01/03/06	129,113.57	X	X	22,743.05	
SPOT WELDER STATION 128599011	12	009613	12/31/99	-	X	X	516,454.14	
STAPLERS (5)	21	009610	01/31/90	-	X	X	2,020.00	
STEEL DOOR CUT OFF DIE 24 INCH	12	009614	12/31/99	-	X	X	-	
STEEL PAN LINE	12	009840	05/31/99	-	X	X	9,347.40	
STORAGE RACKS 129400400 000	17	009837	05/31/94	-	X	X	28,792.60	
STRAIGHTENER 100 MODEL #C2-30	17	009812	05/01/94	-	X	X	64,052.53	
STRAIGHTENER 121 MODEL #C2-30 1121	21	009223	01/31/90	-	X	X	17,694.15	
STRAIGHTENER 121 MODEL #C2-30 1121	21	009817	01/31/90	-	X	X	17,700.00	
STAPLING MACHINE ZEILLERBACH 134100184	21	009808	01/31/90	-	X	X	19,700.00	
STAPLING MACHINE ZEILLERBACH 134100184	21	009808	01/31/90	-	X	X	-	
STRETCH WRAP MACHINE	6	009381	09/01/95	17,802.12	X	X	7,178.57	
STRETCH WRAP MACHINE	11	009380	04/30/00	-	X	X	85,450.21	
STRETCH WRAPPER	11	009380	04/30/00	-	X	X	10,170.70	
SURFACE GRINDER 18-207 CONSO 134100130 007	20	009874	12/31/91	-	X	X	25,339.62	
TRANSPORTATION CRANE 1285900042	21	009808	01/31/90	-	X	X	3,973.00	
UNICOIL FR 100 MODEL #0098-D51	21	009838	01/31/90	-	X	X	-	
UPGRADE MAIN SEAMER FOR FODS DOORS	21	009822	01/31/90	-	X	X	10,500.00	
UPGRADE RACKS	9	009617	11/01/02	-	X	X	10,449.08	
Semi-automatic strapper	15	10059	7/31/1995	-	X	X	5,238.82	
Semi-automatic strapper	10	10060	12/31/2001	-	X	X	10,033.10	
Angle/Start Punch Mill	9	10062	7/12/002	-	X	X	174,246.42	
5 PAD Trash Hoppers	9	10063	7/12/002	-	X	X	4,664.45	

Transferred in
Transferred in
Transferred in
Transferred in
Transferred in

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Used Only Condition
ROAD Mod 2 Assembly Equip	9	10054	7/12/2002	-	X	1,281,813.00	Transferred in
Track spare parts @ TX	9	10055	7/12/2002	-	X	2,044.88	Transferred in
Rebuild 2 track mill	9	10056	12/12/2002	-	X	284,757.86	Transferred in
Upgrade Angle Mill	8	10057	12/12/2002	-	X	34,982.84	Transferred in
ROAD Angle Strut Mill	8	10058	3/12/2003	-	X	4,170.04	Transferred in
ROAD track equip spare parts	8	10059	4/12/2003	-	X	28,575.56	Transferred in
Anglestrut mill tooling for	8	10070	1/12/2003	-	X	19,700.00	Transferred in
Track Punch-Drydown, O32 2090M2	5	10071	7/31/2006	571.06	X	1,827.23	Transferred in
Track Punch-Scrub16193,315,01	5	10072	7/31/2006	419.85	X	1,342.40	Transferred in
Track Punch-Old Feed Die Plate	5	10073	7/31/2006	314.34	X	1,006.00	Transferred in
Track Punch-Lochler Drive/Ment	5	10074	7/31/2006	709.24	X	2,286.48	Transferred in
Rauson Strapping Machine	5	10075	7/31/2006	4,032.79	X	12,905.00	Transferred in
Banner Track	5	10076	7/31/2006	58,281.73	X	186,501.53	Transferred in
RESS Rail Equipment Modificatio	2	10077	11/20/2003	17,702.06	X	277,020.00	Transferred in
Barcode Printers	11	10079	12/31/2000	-	X	4,382.70	Transferred in
CONVEYOR SECTIONS	15	10171	7/31/1996	-	X	8,050.00	Transferred in
PLANT EQUIPMENT	15	10173	7/31/1996	-	X	14,295.00	Transferred in
REWORK YODER PAN MILL	15	10174	7/31/1996	-	X	63,500.00	Transferred in
PUNCH PRESS 60 TON	15	10175	7/31/1996	-	X	8,375.00	Transferred in
ROLL FORMING LINE	15	10176	7/31/1996	-	X	69,000.00	Transferred in
BENDING TOOL EGGS-2	15	10177	7/31/1996	-	X	1,591.65	Transferred in
PLASMA CUTTER-10110	15	10178	7/31/1996	-	X	178.33	Transferred in
Miller Portable Welder	15	10179	7/31/1996	-	X	2,314.43	Transferred in
ZTRACK BENDING EGGS*	15	10180	7/31/1996	-	X	1,198.07	Transferred in
RACK STORAGE SYSTEM	15	10182	7/31/1996	-	X	225,076.80	Transferred in
10 SETS OF YOKES & SHAFTS	15	10184	7/31/1996	-	X	25,408.20	Transferred in
REWORK BENDER HEAD & EGGS	15	10185	7/31/1996	-	X	7,396.68	Transferred in
ALUM RACKS (100)	22	10190	5/31/1989	-	X	-	Transferred in
HARDWARE RACKS	15	10192	7/31/1996	-	X	14,150.27	Transferred in
AUTO STRAPPING MACH	15	10196	7/31/1996	-	X	8,103.70	Transferred in
CABLE TESTING MACH	15	10198	7/31/1996	-	X	1,130.00	Transferred in
JOHNSON 43 TON PRESS	28	10199	3/31/1983	-	X	-	Transferred in
300 FT PALLET RACKS	15	10200	8/31/1983	-	X	-	Transferred in
PNSC-58 BANDERS- 2	38	10201	7/31/1986	-	X	1,040.00	Transferred in
STORAGE BINS PLT # 2	36	10204	6/30/1972	-	X	-	Transferred in
PRESS FOR 3 TRACK*	92	10205	6/30/1976	-	X	-	Transferred in
WATER CHILLER	92	10206	7/31/1996	-	X	-	Transferred in
PNSC-58 COMB TOOL	15	10207	7/31/1996	-	X	480.00	Transferred in
ROLL FORM 20-24-16	15	10208	7/31/1996	-	X	122,020.24	Transferred in
RAVELING MACHINE	15	10209	7/31/1996	-	X	201,000.00	Transferred in
REPR WELDER/MAKE SIS	24	10212	8/31/1987	-	X	-	Transferred in
SPRING SHDS	24	10213	8/31/1987	-	X	-	Transferred in
KEYWAY MILLING MACH	24	10214	12/31/1987	-	X	-	Transferred in
STORAGE RACKS	15	10215	7/31/1996	-	X	1,330.00	Transferred in
HORIZONTAL BAND SAW	23	10216	8/31/1986	-	X	-	Transferred in
THERM TEMPLATES	23	10217	12/31/1988	-	X	-	Transferred in
WELDING CONTROL	15	10218	7/31/1996	-	X	-	Transferred in
8 STD ROLL FORMER	14	10220	7/31/1996	-	X	1,220.00	Transferred in
Part #383634,00172 rambush	14	10222	9/30/1987	-	X	-	Transferred in
SASH ROUTER MACHINE	14	10223	12/31/1997	-	X	2,400.00	Transferred in
REPLACE MOTOR-WALPEWOOD MILL	13	10224	12/31/1997	-	X	11,668.75	Transferred in
PG FOR OH D DIRECT	12	10225	8/31/1998	-	X	8,456.34	Transferred in
S-stand rnts on bradbury mill	12	10226	4/30/1998	-	X	2,409.00	Transferred in
TRACK BENDING EGGS AND HEAD	12	10227	7/31/1999	-	X	178,152.63	Transferred in
ELECTR BOARD ON SPOT WELDER	12	10228	7/31/1999	-	X	9,483.04	Transferred in
REBUILD RIVET MACHINE	12	10229	12/31/1999	-	X	4,060.00	Transferred in
RACKING	11	10230	2/29/2000	-	X	39,296.89	Transferred in
MODEL EX20 SWEEPER-SCOURBER	11	10232	4/30/2000	-	X	56,170.83	Transferred in
D50 Plant (theosoping ASSG)	11	10233	5/31/2000	-	X	36,919.28	Transferred in
Barcode Scanners	11	10239	12/31/2000	-	X	6,786.02	Transferred in
Barcode Access Points/Cabling	11	10240	12/31/2000	-	X	67,891.42	Transferred in
SPRING PLUG INSTALLATION MACH	10	10241	3/31/2001	-	X	6,422.47	Transferred in
CARTS FOR BOTTOM BAR LINE	10	10242	5/31/2001	-	X	29,950.00	Transferred in
RACKS FOR HARDWARE DEPT	10	10244	7/31/2001	-	X	13,727.93	Transferred in
AUTOMATE STRUT PUNCHING	10	10245	8/31/2001	-	X	32,889.40	Transferred in
Track rollerform	9	10247	7/12/2002	-	X	148,110.47	Transferred in
Track rollerform	9	10248	7/12/2002	-	X	556,695.00	Transferred in
Bottom Bar Assembly Line	9	10251	12/31/2002	-	X	27,174.55	Transferred in
Section Shear System	9	10252	12/31/2002	-	X	425,473.00	Transferred in
CONVEYOR SYSTEM FOR GLAZING	7	10254	6/30/2004	252.48	X	52,430.00	Transferred in
1 BAR CODE SCANNER	7	10255	8/31/2004	-	X	4,847.80	Transferred in
1 BAR CODE SCANNER	7	10256	8/31/2004	-	X	1,963.73	Transferred in

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Original Installed Cost	Appraiser's Use Only Condition
					Good	Poor		
1 BAR CODE SCANNER	7	10257	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10258	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10259	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10260	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10261	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10262	8/31/2004	-	X		1,363.13	Transferred in
1 BAR CODE SCANNER	7	10263	8/31/2004	-	X		1,363.14	Transferred in
1 BAR CODE SCANNER	7	10264	8/31/2004	-	X		1,363.14	Transferred in
3 TRACK MILL *	6	10273	2/28/2005	1,804.31	X		14,082.89	Transferred in
Printer Thermal Transfer	5	10284	9/30/2006	730.11	X		2,190.30	Transferred in
Bottom Bar Reinforcing Equip	5	10285	12/21/2006	133,634.48	X		367,100.00	Transferred in
ARC Chiller for Elec Cabinet	5	10286	7/31/2006	396.84	X		1,270.00	Transferred in
Russo Strapping Machine	5	10287	7/31/2006	4,032.78	X		12,905.00	Transferred in
3 Krone AS4001 Infeed/Sys	9	10292	9/1/2002	-	X		3,055.90	Transferred in
Storage Racking (80pcs)	9	10293	7/1/2002	-	X		15,652.00	Transferred in
Legacy/Track Quality Resolution	1	10308	11/50/2010	14,095.58	X		16,467.02	Transferred in
TRACK BENDER	15	10309	7/31/1996	-	X		21,132.66	Transferred in
DBL CRUK FRAME FLYWH	15	10310	7/31/1996	-	X		7,950.00	Transferred in
OBI FLYWHEEL PRESS	15	10311	7/31/1996	-	X		24,450.00	Transferred in
AIR PRESS TYPE SPOT	15	10312	7/31/1996	-	X		6,350.00	Transferred in
AOR PRESS TYPE SPOT	15	10313	7/31/1996	-	X		3,450.00	Transferred in
OBI FLYWHEEL PRESS	15	10314	7/31/1996	-	X		3,500.00	Transferred in
CONS OBI FLYWHEEL PR	15	10315	7/31/1996	-	X		6,675.00	Transferred in
OBI FLYWHEEL PRESS	15	10316	7/31/1996	-	X		4,350.00	Transferred in
2 TRK MILL LINE	15	10317	7/31/1996	-	X		31,800.00	Transferred in
METL CUTTING BAND SAW	15	10318	7/31/1996	-	X		40,300.00	Transferred in
HORIZON MILLING MACH	15	10319	7/31/1996	-	X		3,650.00	Transferred in
OBI FLYWHEEL PRESS	15	10320	7/31/1996	-	X		7,300.00	Transferred in
C FRAME FLYWHEEL PRS	15	10321	7/31/1996	-	X		6,475.00	Transferred in
AIR DRIER	15	10322	7/31/1996	-	X		2,120.00	Transferred in
CUT TO LENGTH LINE	15	10324	7/31/1996	-	X		41,300.00	Transferred in
METL CUTTING BAND SAW	15	10325	7/31/1996	-	X		4,350.00	Transferred in
OBI FLYWHEEL PRESS	15	10326	7/31/1996	-	X		2,120.00	Transferred in
OBI FLYWHEEL PRESS	15	10327	7/31/1996	-	X		3,500.00	Transferred in
Automatic Defibrillator	9	10373	10/1/2002	-	X		3,785.12	Transferred in
KRONOS TIMEKEEPING SYSTEM	13	10382	8/31/1996	-	X		24,599.77	Transferred in
Telex - 13 Sealers	9	10385	12/31/2002	-	X		30,901.26	Transferred in
Retractable Cardboard Baler	1	10387	9/31/2010	5,624.76	X		7,310.00	Transferred in
Semi-Auto Banding Machine	15	10388	7/31/1996	-	X		8,631.15	Transferred in
AUTO STRAPPING MACH	15	10389	7/31/1996	-	X		8,103.70	Transferred in
ZAXX48HD SCISSOR LFT	15	10390	7/31/1996	-	X		1,050.00	Transferred in
OBI FLYWHEEL PRESS	15	10392	7/31/1996	-	X		4,450.00	Transferred in
PNEUMATIC CRUMPER	15	10393	7/31/1996	-	X		3,175.00	Transferred in
TRACK BENDER	15	10394	7/31/1996	-	X		37,100.00	Transferred in
STRAPPING MACHINE	15	10395	7/31/1996	-	X		987.47	Transferred in
COMPRESSION RIVETER	15	10396	7/31/1996	-	X		1,475.30	Transferred in
GUIDE TOOLING	12	10397	10/31/1999	-	X		164,550.00	Transferred in
PANEL ROLL FORMER	12	10398	10/31/1999	-	X		601,252.29	Transferred in
SEAMERS REWORK	12	10399	10/31/1999	-	X		12,996.53	Transferred in
SERIES 870 SHEET DOOR LOCK	10	10400	8/31/2001	-	X		25,000.00	Transferred in
Plasma Cutter	11	10401	4/1/4/2000	-	X		754.92	Transferred in
Pre-paint steel color Insept	9	10402	1/30/2002	-	X		4,765.00	Transferred in
Circle gun - modc area	9	10403	12/8/12002	-	X		9,500.00	Transferred in
Circle die cutrol system	9	10405	7/1/2002	-	X		104,370.00	Transferred in
SPRING RACKS	15	10406	7/31/1996	-	X		6,017.13	Transferred in
SPRING RACKS (131)	15	10407	7/31/1996	-	X		9,825.00	Transferred in
SAFETY EQUIPMENT-CCC REQUIREMENTS	1	10039	4/1/2011	37,461.41	X		42,813.04	New in 2011
REBUILD WEAN UNITED 250TON PRESS	1	10050	2/1/2011	63,565.31	X		71,814.00	New in 2011
INSTALLATION OF PRESS (FAS9819)	1	10140	3/1/2011	8,641.87	X		9,870.00	New in 2011
EMON ELECTRIC METERS KIT	1	10168	4/1/2011	7,594.61	X		8,163.98	New in 2011
BROKEN SPRING DEVICE	2	31	12/17/2009	291,024.00	X		296,291.40	New in 2011
TWIN EXTRUDER	2	6991	12/17/2009	-	X		-	Transferred in IDLE
BOSER	2	6992	12/17/2009	-	X		-	Transferred in IDLE
CHILLING SYSTEM	2	6993	12/17/2009	-	X		-	Transferred in IDLE
EMBOSING CALIBRATION	2	6994	12/17/2009	-	X		-	Transferred in IDLE
EXTRUSION CONTROL SYSTEM	2	6995	12/17/2009	-	X		-	Transferred in IDLE
PULLER/SCORERS/SCRAP CUTTER	2	6996	12/17/2009	-	X		-	Transferred in IDLE
ELECTRICAL SURFACE TREATING SYSTEM	2	6997	12/17/2009	-	X		-	Transferred in IDLE
SMALL EXTRUDER	2	6998	12/17/2009	-	X		-	Transferred in IDLE
RAIL	2	6999	12/17/2009	-	X		-	Transferred in IDLE
SILLO	2	6961	12/17/2009	-	X		-	Transferred in IDLE

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only
					Good Avg Poor		Condition
DIES FOR WINDOW POST STRAP	7	13187	9/12/04	-	X	9,386.89	
TOOLING, FABRIC STORM PANEL PACKAGING	7	13157	10/12/04	-	X	4,290.00	
ANNUAL SHARPENING AND REPAIR OF THE 8/16 RAISED PANEL DIE (FOAM LINE)	7	13178	10/12/04	6,535.28	X	24,953.00	
RATCHET WHEEL MOLD - TORQUEMASTER II SPRING SYSTEM TENSIONING SYSTEM	7	13190	10/12/04	15,159.57	X	35,000.00	
PROGRESSIVE DIE TO PRODUCE BRACKET PATCHET L & R. EX-2738.02137	7	13191	10/12/04	41,910.67	X	96,782.66	
PAVY AND CORE INSERTS EX-02133 - (WINDING SHAFT) TORQUEMASTER II SPRING TENSIONING SYSTEM	7	13192	10/12/04	18,527.09	X	43,920.00	
TOOLING TO DEVELOP/PROTOTYPE PR2000 - STILE HINGE TOOLING COST ET AL	7	13193	10/12/04	18,527.09	X	42,844.41	
PROGRESSIVE DIE ON THE FOIL ENDSTILES	6	13204	12/12/04	601,557.67	X	1,325,325.19	
TOOLING, TO DEVELOP/PROTOTYPE PR2000 - STILE, HINGE (SEE# 1326)	6	13219	4/12/05	188,950.64	X	467,054.95	
TOOLING, STORM CURTAIN MANUAL CRANK - FOR BEARINGS (SEE NOTES)	6	13279	7/12/05	22,117.72	X	41,957.78	
TOOLING, STORM CURTAIN MANUAL CRANK - DIE CASTING (SEE NOTES)	6	13282	7/12/05	1,954.58	X	6,087.00	
TOOLING, MOLD FOR WALL PLATE ASSEMBLY BRACKET, OP41	6	13282	7/12/05	6,003.58	X	24,900.00	
TOOLING, MOLD FOR WALL PLATE ASSEMBLY BRACKET, OP41	6	13289	8/12/05	17,902.11	X	40,083.00	
DIES, SEVEN DIES IN TRUCK DEPARTMENT	5	13329	9/12/05	25,907.96	X	45,247.00	
TOOLING, FOAMCORE II	5	13484	10/12/06	47,148.66	X	66,695.30	
TOOLING, 8000 END STILE PROGRESSIVE DIE	5	13479	12/12/06	75,287.53	X	125,000.67	
TOOLING, 8000 CENTER STILE PROGRESSIVE DIE	5	13480	12/12/06	44,372.82	X	73,672.85	
EMBOSSING ROLL - FOAM CORE LINE	4	13508	4/12/07	24,144.35	X	31,244.18	
TOOLING, (6) PIECES FOR RETAINER MILL	4	13527	6/12/07	13,554.68	X	20,773.00	
TOOLING, SONOMA EMBOSSING DIE	4	13528	6/12/07	1,553.56	X	4,500.00	
TOOLING, IMPACT RESISTANT BOTTOM BRACKET	4	17311	12/12/07	85,987.88	X	99,854.10	
MODIFY TOOLING PER PARCO 1749	3	17587	1/12/08	11,829.83	X	27,626.53	
TOOLING, IMPACT RESISTANT BOTTOM BRACKET	3	17589	1/12/08	2,892.15	X	3,900.00	
WINDOW OUT-OUT DIE	3	17753	3/12/08	2,304.87	X	5,095.00	
9100 TOOLING & DIES	3	17600	6/12/08	70,297.87	X	78,510.00	
MODIFY PLATE RAIL ROLL TOOLING	3	17609	9/12/08	18,912.98	X	20,110.00	
PLASTIC DOOR TOOLING	2	18153	5/12/09	81,258.34	X	83,645.47	
DIE #0900, 4000201, 0003, 134500106	2	009814	06/30/09	-	X	43,988.44	
DIE #0903, 4000201, 0004, 134500105	2	009366	10/31/00	-	X	18,612.00	
DIE #0905, 4002202, 0002, 134500107	2	009398	07/31/90	-	X	18,612.00	
DIE #0906, 409890, 002008, 409899, 001	2	009349	07/31/90	18,137.50	X	7,549.75	
DIE #0906, TOOLING UP/DATE ON RESL STILES	2	009341	08/31/01	250.00	X	7,549.75	
DIE #0921, 409890, 000200, 409899, 0001	2	009337	09/29/97	-	X	78,484.10	
DIE #0926	2	009328	08/31/01	-	X	7,549.75	
DIE #0928 CHANGE, 409899, 2101	2	009383	07/31/90	-	X	7,755.14	
DIE #0928, 407189, 000X, 134500108	2	009382	07/31/90	-	X	5,370.45	
DIE #0938, 409890, 000200, 409899, 0001	2	009346	08/31/01	-	X	-	
DIE #0940 CHANGE	2	009378	08/31/01	-	X	7,549.75	
DIE #0944, 409890, 002008, 409899, 001	2	009352	08/31/03	5,370.45	X	5,370.45	
DIE #0944, 409891, 0000, 134500201, 004	2	009349	08/31/01	17,509.75	X	7,549.75	
DIE #0955 CHANGE, 409899, 180712101	2	009351	01/31/90	25,907.50	X	59,500.00	
DIE #0973, 409890, 002008, 409899, 002	1	009444	08/01/03	-	X	5,370.45	
DIE #0974, 409890, 000200, 409899, 0001	1	009278	06/29/95	-	X	30,782.50	
DIE #0975, 409890, 002-0008, 409899, 001	1	009391	08/31/01	-	X	7,549.75	
DIE #0981, 409810, 2411	1	009304	06/31/01	-	X	7,549.75	
DIE #0982, 409810, 2412	1	009304	06/31/01	-	X	30,782.50	
DIE #0983	1	009286	09/31/00	-	X	74,895.00	
DIE #0983	1	009343	08/31/00	11,829.83	X	59,750.00	
DIE #0983	1	009342	08/31/00	59,750.00	X	49,500.00	
DIE #0912	8	009281	06/01/03	-	X	43,080.45	
DIE #0912 CENTER STILE (3) DIE REWORK	8	009282	06/01/03	-	X	6,987.74	
DIE #0912 CHANGE	8	009284	06/01/03	-	X	1,442.43	
DIE #0912 CHANGE, CTR STILE 21, 409897, 0021	8	009283	06/01/03	-	X	1,442.43	
DIE #0914 CHANGE, CTR STILE 18SL, 409897, 0018	8	009348	06/01/03	-	X	1,442.43	
DIE #0914 CHANGE, CTR STILE 21, 409897, 0018	8	009348	06/01/03	-	X	1,442.43	
DIE #0914, CENTER STILE 3 DIE REWORK	8	009347	06/01/03	-	X	6,987.74	
DIE #0914, CENTER STILE 3 DIE REWORK	8	009346	06/01/03	-	X	1,442.43	
DIE #0914, CTR STILE 18SL, 409897, 0018	8	009345	06/01/03	-	X	46,734.60	
DIE #0918 END STILE 21 RH, 409842, 2102	8	009298	06/01/03	-	X	43,377.59	
DIE #0918 END STILE 21 RH, 409842, 2102	8	009300	06/01/03	-	X	22,213.36	
DIE #0922, END STILE 18 RH, 409842, 1802, CHEN SUN	8	009370	06/01/03	-	X	59,524.11	
DIE #0922, END STILE 18 RH, 410394, 1802	8	009369	06/01/03	-	X	22,213.36	
DIE #0926	3	009891	09/01/08	2,886.50	X	8,800.00	
DIE #0927, END STILE 21 LH, 409842, 2101	3	009827	06/01/03	-	X	43,377.59	
DIE #0927, END STILE 21 LH, 410394, 2101	3	009828	06/01/03	-	X	22,213.36	
DIE #0928 CHANGE, MOVE 6 HOLES IN EACH DIE	3	009335	09/01/08	1,954.09	X	3,350.00	
DIE #0939 CHANGE	3	009447	06/01/03	5,716.73	X	9,800.00	
DIE #0939, END STILE 18 LH, 409842, 1901	3	009373	06/01/03	-	X	59,524.11	
DIE #0939, END STILE 18 LH, 410394, 1901	3	009372	06/01/03	-	X	22,213.36	
DIE #0940 CHANGE, MOVE 8 HOLES IN EACH DIE	3	009377	09/01/08	1,954.09	X	3,350.00	

Wayne-Dalton, Division of Overhead Door Corporation
 Account 02020838 F 332321

Description	Age	System No	Year Purchase	Estimate of Fair Market Value	Condition			Original Installed Cost	APPRAISER'S USE ONLY	
					Good	Avg	Poor		Condition	Condition
TWIN EXTRUDER	6	13336	12/1/2005	130,031.52		X		910,220.67		
BOSLER	6	13337	12/1/2005	20,294.34		X		142,060.37		
CHILLING SYSTEM	6	13338	12/1/2005	15,994.76		X		111,963.31		
DIE CALIBRATION	6	13339	12/1/2005	20,995.97		X		146,971.79		
EMBOSSING CALIBRATION	6	13340	12/1/2005	22,113.97		X		154,797.82		
EXTRUSION CONTROL SYSTEM	6	13341	12/1/2005	28,142.66		X		196,998.62		
PULERS/ENCODERS/SCRAP CUTTER	6	13342	12/1/2005	10,051.40		X		70,429.80		
ELECTRICAL SURFACE TREATING SYSTEM	6	13343	12/1/2005	3,842.65		X		26,898.56		
SMALL EXTRUDER	6	13344	12/1/2005	35,956.65		X		251,696.56		
RAIL	6	13345	12/1/2005	35,436.34		X		248,054.38		
SILLO	6	13346	12/1/2005	92,789.38		X		649,525.69		
Line 13 Totals				415,659.65		X		2,909,617.57		

LINE 10 - Office Furniture & Library	Description	Age	System No	Year Purchased	Estimate of Fair Market Value	Good	Condition		Original Installed Cost	APPRAISERS USE ONLY
							Avg	Poor		
IN PLANT RADIO COMMUNICATION REPAIRING SYSTEM		1	12856	4/1/2003	4,035.10	X			12,604.91	
SECURITY CAMERA SYSTEM		1	12857	3/1/2003	0.00	X			79,743.00	
CONWED PANEL SYSTEM, UTOPIA OFFICE PANEL SYSTEM		1	12858	4/1/2003	9,205.65	X			28,756.75	
REFINISH CONFERENCE TABLE		1	12941	4/1/2003	0.00	X			3,010.00	
FOLDING TABLE OFFICE FURNITURE AND SUPPLIES FOR PLANT EXPANSION		1	12981	2/1/2003	2,502.27	X			1,931.86	
PHONE SYSTEM, AVAYA GSSA WIRELESS VU		1	13036	8/1/2003	0.00	X			15,966.78	
PHONE SYSTEM, AVAYA GSSI WIRELESS VU		1	12765	8/1/2002	0.00	X			185,075.53	
OFFICE FURNITURE		1	12808	5/1/2002	0.00	X			3,285.26	
TENSILE TESTER, MODEL 952KVC04002K		1	12704	7/1/2001	0.00	X			7,864.05	
		1			13,481.02				332,234.14	
PRINTER LASER JET 8150DN		1	12854	5/1/2003	0.00	X			3,052.57	
LAPTOP DELL INSPIRON 8500 P4		1	12855	5/1/2003	0.00	X			2,838.00	
PC DELL DIMENSION 4550 P4 2.66 GHZ		1	12857	8/1/2003	0.00	X			1,417.08	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12858	8/1/2003	0.00	X			1,478.13	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12859	8/1/2003	0.00	X			1,478.13	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12860	8/1/2003	0.00	X			1,478.13	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12861	8/1/2003	0.00	X			1,478.13	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12862	8/1/2003	0.00	X			1,478.13	
PC DELL DIMENSION 4500 P4 2.40 GHZ		1	12863	8/1/2003	0.00	X			1,478.13	
OSCO CATALYST 4000 CHASSIS 6-SLOT SUP III WIZ GAS PIS FANS		1	12864	8/1/2003	0.00	X			1,478.13	
SYMBOL EQUIPMENT FOR BARCODE PROJECT		1	12867	1/1/2003	0.00	X			39,464.58	
LAPTOP DELL INSPIRON 4150 1.70GHZ P4 32 MB VIDEO		1	12889	2/1/2003	0.00	X			12,171.25	
PC DELL DIMENSION 4550 P4 2.53GHZ		1	12902	1/1/2003	0.00	X			2,569.18	
PC DELL DIMENSION 8200 P4 2.40 GHZ		1	12903	1/1/2003	0.00	X			1,654.73	
PC DELL DIMENSION 4500 P4 2.40GHZ		1	12890	1/1/2003	0.00	X			2,805.78	
ZEBRA PRINTER 140XIII		1	12895	9/1/2003	0.00	X			1,838.23	
ZEBRA PRINTER 140XIII		1	12896	9/1/2003	0.00	X			3,357.69	
ZEBRA PRINTER 140XIII		1	12897	9/1/2003	0.00	X			3,357.69	
ZEBRA PRINTER 140XIII		1	12898	9/1/2003	0.00	X			3,357.70	
ZEBRA PRINTER 140XIII		1	12899	9/1/2003	0.00	X			1,170.71	
DELL POWEREDGE 4210 RACK MONITOR		1	12900	9/1/2003	0.00	X			987.61	
FLAT PANEL MONITOR, KENBORAD, MOUSE, INSTALL		1	12901	9/1/2003	0.00	X			2,361.83	
LAPTOP DELL INSPIRON 2650 15.0XGA 1.7GHZ		1	12906	2/1/2003	0.00	X			13,131.17	
PC DELL DIMENSION 4550 P4 2.53GHZ		1	12902	1/1/2003	0.00	X			2,520.03	
DELL POWERVAULT 755N INTEL PENTIUM III 1.13GHZ		1	12924	1/1/2003	0.00	X			18,233.58	
NAS SERVER, DELL POWERVAULT 128T 5U RACK		1	12951	8/1/2003	0.00	X			2,297.02	
OSCO SWITCH FOR MACHINE SHOP		1	12951	10/1/2003	0.00	X			2,643.44	
PC DELL DIMENSION 8300 P4 2.8GHZ		1	12951	10/1/2003	0.00	X			2,667.20	
PC DELL DIMENSION 8300 P4 2.80 GHZ		1	12951	10/1/2003	0.00	X			1,530.84	
LAPTOP DELL INSPIRON 140GHZ		1	12970	10/1/2003	0.00	X			2,888.55	
PC DELL DIMENSION 4500 P4 2.40GHZ		1	12972	10/1/2003	0.00	X			1,530.84	
PC DELL DIMENSION 4500 P4 2.40GHZ		1	12973	10/1/2003	0.00	X			4,017.69	
OSCO 48 PORT BLADE CATALYST 4005 SWITCH		1	12974	10/1/2003	0.00	X			1,530.84	
LOGIX 5555 PROCESSOR WITH 750K BYTE MEMORY		1	12982	11/1/2003	0.00	X			1,530.84	
LAPTOP DELL INSPIRON 5100 14.1 XGA 2.4 GHZ P4		1	13000	12/1/2003	0.00	X			1,530.84	
PC DELL DIMENSION 4500 P4 2.4GHZ		1	13001	12/1/2003	0.00	X			1,530.84	
OSCO AIRONET WIRELESS EQUIPMENT (MINILOAD CHAMBER)		1	13002	12/1/2003	0.00	X			2,423.09	
LAPTOP DELL INSPIRON 5100 15.0 XGA 2.4 GHZ P4		1	13002	12/1/2003	0.00	X			1,530.80	
ZEBRA PRINTER 140XII		1	13107	1/1/2003	0.00	X			1,728.88	
LAPTOP DELL DIMENSION 8250 P4 2.40GHZ		1	12832	1/1/2003	0.00	X			2,525.15	
PC DELL DIMENSION 4550 P4 2.40GHZ		1	12837	2/1/2003	0.00	X			3,841.50	
ZEBRA PRINTER 140XIII PLUS, STD. PRINTSERVER II		1	12838	4/1/2003	0.00	X			2,802.59	
ZEBRA PRINTER 140XIII PLUS, STD. PRINTSERVER II		1	12840	4/1/2003	0.00	X			1,460.53	
LAPTOP DELL INSPIRON 8200 P4 2.0GHZ		1	12842	4/1/2003	0.00	X			4,067.76	
DELL DIMENSION 8250 SERIES P4 2.40 GHZ		1	12844	4/1/2003	0.00	X			2,667.75	
PC DELL DIMENSION 4550 P4 2.40GHZ		1	12845	4/1/2003	0.00	X			3,146.03	
LAPTOP DELL INSPIRON 4100		1	12775	5/1/2002	0.00	X			1,742.58	
SCANNER, HP, SCANJET 5400 CXI		1	12777	5/1/2002	0.00	X			2,607.60	
PC DELL DIMENSION 4400 W/MONITOR		1	12780	5/1/2002	0.00	X			1,634.99	
PC DELL DIMENSION 4400 W/MONITOR		1	12781	4/1/5/2002	0.00	X			2,200.52	
PRINTER, HP LASERJET 8150DN		1	12781	4/1/5/2002	0.00	X			2,200.52	
PRINTER, HP DESKJET 940C		1	12783	4/1/5/2002	0.00	X			3,202.81	
PRINTER, HP DESKJET 940C		1	12784	5/1/2002	0.00	X			3,551.10	
PC DELL DIMENSION 4400 W/MONITOR & PROTEL 99 SE SOFTWARE		1	12785	5/1/2002	0.00	X			201.41	
PC DELL INSPIRON 4150 NOTEBOOK FOR OPERATOR MGR		1	12786	5/1/5/2002	0.00	X			3,446.95	
		1	12785	10/1/2002	0.00	X			3,316.36	

Description	Age	System No	Year Purchased	Estimate of Fair Market Value		Condition		Original Installed Cost	APPRAISERS USE ONLY Condition
				Value	Good	Avg	Poor		
PC DELL DIMENSION FOR MIKE CALLOWAY	1	12753	9/1/2002	0.00		X		1,460.96	
PC DELL DIMENSION FOR BRIAN BAKER	1	12784	9/1/2002	0.00		X		1,423.34	
PC DELL DIMENSION 4500 FOR WOLFGANG MUELLER	1	12801	11/1/2002	0.00		X		1,381.07	
PRINTER HP 2600 COLOR	1	12802	12/1/2002	0.00		X		1,472.99	
PRINTER HP 8150DN	1	12803	12/1/2002	0.00		X		3,374.44	
PROJECTOR DELL 3100MP PORTABLE (FOR MGRS)	1	12804	12/1/2002	0.00		X		2,346.73	
PC DELL DIMENSION 4500	1	12805	12/1/2002	0.00		X		1,421.17	
PC DELL DIMENSION 4500	1	12806	12/1/2002	0.00		X		1,421.17	
PC DELL DIMENSION 4500	1	12807	12/1/2002	0.00		X		1,421.17	
PC DELL DIMENSION 4500S	1	12810	9/1/2002	0.00		X		1,594.77	
ZEBRA PRINTER	1	12812	9/1/2002	0.00		X		3,854.28	
PC DELL DIMENSION 4500	1	12814	9/1/2002	841.06		X		14,418.03	
PC DELL DIMENSION 4500	1	12815	9/1/2002	0.00		X		1,466.00	
PC DELL DIMENSION 8200 WITH AUTOCAD	1	12817	9/1/2002	0.00		X		7,196.79	
PC DELL DIMENSION 4400	1	12811	7/1/2002	0.00		X		1,619.57	
TOTAL LINE 11				841.06				253,863.79	
LINE 13 - Machinery & Manufacturing Equipment									
800 TON MECHANICAL PRESS	1	12850	6/1/2003	509,845.54		X		997,407.69	
FLAT UNCOILER	1	12856	1/1/2003	2,220.14		X		22,201.40	
DOUBLE GRIP FEEDER/STRAIGHTENER	1	12867	11/2003	11,293.32		X		30,800.00	
FIRE WATER SUPPLY BOOSTER PUMP	1	12868	5/1/2003	36,989.14		X		150,132.31	
CONCRETE PIT SCALE 12X11 AXLE SCALE W/SCOREBOARD	1	12870	1/1/2003	27,147.49		X		55,528.95	
OVEN DRIVE CONTROLS	1	12871	5/1/2003	3,089.70		X		22,969.43	
500 TON BLOW PRESS WITH LINK DRIVE FEATURE	1	12874	3/1/2003	286,888.14		X		22,969.43	
RESISTANCE PEER VERTICAL ACTION PRESS TYPE PROJECTION WELDER	1	12876	1/1/2003	1,832.26		X		573,118.95	
UPGRADE DOOR ASSEMBLY MACHINE	1	12885	5/1/2003	1,679.77		X		18,322.51	
BRACKER RADIAL RIVETER	1	12886	1/1/2003	1,500.16		X		28,220.09	
OVEN ROLLER BEARING REPLACEMENT	1	12888	1/1/2003	258.41		X		15,001.75	
CONVERTOR SYSTEM WITH NESTS AND MOTOR DRIVE	1	12911	7/1/2003	0.00		X		21,706.68	
DRIVE AND CONTROLLER FOR U-BAR LINE	1	12915	7/1/2003	1,151.56		X		12,064.63	
BRADURY ROLL FORMING LINE, ANGLE LINE WAJUCK DIE CHANGE	1	12934	8/1/2003	496,876.75		X		7,617.32	
SUTHERLAND MECHANICAL DOUBLE POINT STRAIGHT SIDE PRESS	1	12935	8/1/2003	134,536.58		X		947,433.80	
PRESS, 300 TON STAMPING & ASSOCIATED EQUIPMENT	1	12933	1/1/2003	14,801.02		X		255,528.67	
LUIGIER BLUE DEVIL GAS FIRED SINGLE CHAMBER FURNACE MODEL HL7	1	12934	1/1/2003	792.96		X		39,821.05	
WALL PLATE	1	12936	1/1/2003	0.00		X		12,000.00	
PROGNO SEAL AND SEAL ADHESION DISPENSING SYSTEM	1	12939	10/1/2003	140,701.51		X		229,048.96	
MODIFICATIONS TO 500 BLOW PRESS FOR THE 8000 LINE	1	12962	9/1/2003	151,844.73		X		535,010.89	
BENDI B 40 GAS FORKLIFT/WBATTERY	1	12963	10/1/2003	21,881.84		X		51,062.50	
CATERPILLAR LIFT MODEL GP28K	1	12964	10/1/2003	21,881.84		X		51,062.50	
USED 300 TON BLISS PRESS (HYDRAULIC-USED FOR LOMES ROLL OUT)	1	12965	10/1/2003	3,650.36		X		20,745.00	
438 SWAGGER HYDRAULIC PRESS AND FOUR SETS OF DIES	1	12975	11/1/2003	104,428.37		X		193,469.67	
BRIDGE CRANE AND SUNDRY M&E FOR PLANT EXPANSION	1	12976	6/1/2003	3,957.43		X		27,408.93	
BRIDGE CRANE AND SUNDRY M&E FOR PLANT EXPANSION	1	12986	1/1/2003	0.00		X		28,724.75	
USED AUTOMATIC KEY WAY MACHINE	1	12987	1/1/2003	9,058.69		X		43,282.48	
1999 ELECTRIC GOLF CART CLUB CAR	1	13004	11/1/2003	916.67		X		3,000.00	
URETHANE CHEMICAL HEAT EXCHANGER	1	13032	12/1/2003	0.00		X		1,173.75	
GROMET APLICATION MACHINE	1	13035	10/1/2003	32,692.32		X		51,921.76	
250 AMP PORTABLE WELDER	1	13039	6/1/2003	1,900.33		X		13,414.04	
FOAMLINE CHEMICAL METERING SYSTEM	1	13040	11/1/2003	1,321.12		X		7,206.12	
LUIGIER BLUE DEVIL GAS FIRED SINGLE CHAMBER FURNACE MODEL HL7GF	1	13042	1/1/2003	1,811.44		X		6,875.05	
UNCOILER, KENT 20 000 LB FOR 8000 PRODUCTION LINE	1	13033	1/1/2003	666.60		X		9,565.00	
PRESS, 600 TON BLOW	1	13033	1/1/2003	28,114.54		X		60,593.92	
DEROLLER FEEDER & WELDER FOR 60 TON PRESS LINE	1	12788	4/1/2002	464.62		X		18,595.00	
URGID FOAM LINE WRAPPING DEPT BOX LOADING STATION	1	12790	4/1/2002	34,085.42		X		60,593.92	
60 TON PUNCH PRESS	1	12791	3/1/2002	84,852.50		X		84,852.50	
MILL & SPINDLE	1	12820	12/1/2002	1,081.67		X		11,880.07	
FOAMCORE MILL CONTROLS UPGRADE	1	12826	4/1/2002	8,971.00		X		69,842.57	
CHILLER	1	12827	10/1/2002	6,714.23		X		30,868.09	
HALLS TOOL MILL, BRIDGEPORT SERIES II MILL AND 3 AXIS SURFACE GRINDER	1	12828	7/1/2002	0.00		X		28,904.15	
PRESS, 300 TON STAMPING & ASSOCIATED EQUIPMENT	1	12831	9/1/2002	47,962.18		X		103,444.55	
COMPRESSOR, 75 HP - REMANUFACTURED	1	12702	6/1/2001	155,997.26		X		396,109.77	
FOAMKAT FE HYDRAULIC UNIT	1	12703	6/1/2001	0.00		X		5,000.00	
DIMPLE PRESS CONTROLS UPGRADE	1	12734	7/1/2001	28,789.22		X		59,211.00	
MIG WELDER W/ACCESSORIES	1	12735	11/1/2001	8,404.91		X		30,844.95	
RADIAL ARM DRILL	1	12736	9/1/2001	0.00		X		2,679.64	
	1	12737	8/1/2001	0.00		X		12,500.00	
TOTAL LINE 13				2,395,103.51				5,489,104.38	

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ATTACHMENT B
OVERHEAD DOOR
ATTACHMENT TO THE 2012
ESCAMBIA COUNTY
SUPPLEMENTAL EDATE

	Classification	Average Salaries	# of Employees
Overhead Door/Wayne-Dalton	Door or Window MFG.- Metal	\$16.07	124
	Clerical, Administrative	\$31.97	38
	Total Employees		162
Other employees at site(In	Home Run Holding employees at location		56
	Total Employees at Pensacola Site		218

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

8. Continued...


B. *The Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 2, 2010 – August 6, 2010 – Legal No. 1478062, as published in the Pensacola News Journal on July 31, 2010, as follows:*

August 2	3:30 p.m.	Tourist Development Council Meeting
August 4	8:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 4	8:30 a.m.	Application Committee for Competency Board
August 4	9:00 a.m.	Construction Industry Competency Board
August 4	1:00 p.m.	Development Review Committee
August 5	9:00 a.m.	Agenda Work Session
August 5	9:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 5	1:30 p.m.	Citizens Environmental Committee
August 5	3:00 p.m.	Board of County Commissioners Attorney-Client Session
August 5	4:30 p.m.	Board of County Commissioners Public Forum
August 5	5:30 p.m.	Board of County Commissioners Public Hearings & Reports

NEXT WEEK'S NOTE:

August 9	8:30 a.m.	Planning Board
August 9	1:00 p.m.	FL-AL TPO – Technical Coordinating Committee
August 9	3:30 p.m.	FL-AL TPO – Citizens Advisory Committee
August 9	5:30 p.m.	Marine Advisory Committee

9. 5:31 p.m. Public Hearing



Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Item B and adopting an Ordinance (*Number 2010-24*) renewing, for the 2010 tax year forward, Ordinance Number 2003-52 and Ordinance Number 2008-14, which granted Wayne Dalton Corporation certain County Economic Development Ad Valorem Tax Exemptions (EDATEs), and amending the Ordinances to correctly identify the property owner and EDATE recipient as “WDC Florida Realty Company I, LLC, a wholly-owned subsidiary of Overhead Door Corporation.”

Speaker(s) – None.

Escambia County
Clerk's Original
8/5/2010 5:31pm PH

ORDINANCE NUMBER 2010- 24

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RENEWING ORDINANCE 2003-52 AND ORDINANCE 2008-14 ESTABLISHING EXEMPTIONS FROM ESCAMBIA COUNTY AD VALOREM TAXATION AND AMENDING SAID ORDINANCES TO TRANSFER THE EXEMPTIONS FROM WAYNE-DALTON CORPORATION TO WDC FLORIDA REALTY COMPANY I, LLC, A WHOLLY OWNED SUBSIDIARY OF OVERHEAD DOOR CORPORATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, on November 6, 2003, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2003-52 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

WHEREAS, on March 6, 2008, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

WHEREAS, In June 2009, Wayne-Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne-Dalton Corporation, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

WHEREAS, in March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATES granted to the prior property owner, Wayne-Dalton Corporation.

WHEREAS, the Board of County Commissioners finds that renewing Ordinance 2003-52 and Ordinance 2008-14 and amending said ordinances to reflect the proper name of the current property owner is in the best interest of the health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Amendment.

Ordinance 2003-52 and Ordinance 2008-14 are hereby renewed and amended to transfer exemptions established thereby for Escambia County Economic Development Ad Valorem Taxation from Wayne-Dalton Corporation to WDC Florida Realty Company I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

Verified By: *K. Noe*
Date: 8/6/10

Section 2. Severability.

In any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED this 5th day of August, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Grover C. Robinson, IV, Chairman

Date Executed

8/5/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court


Doris Harris
Deputy Clerk

Enacted: August 5, 2010

Filed with Department of State: August 10, 2010

Effective: August 10, 2010

This document approved as to form and legal sufficiency.

By: 

Title: HCF

Date: 7/26/10



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone 850 434-2735 • Fax 850 435-9526

June 30, 2010

Ms. Tonya Green
County Administration
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

RE: Economic Development Ad Valorem Tax Exemption
Parcel ID #01-0094-202 and 01-0094-200

RECEIVED
JUL 1 PM 2 02
COUNTY CLERK'S
OFFICE

Dear Ms. Green:

This is the Escambia County Property Appraiser's response to Larry Newsom's request to review the above referenced EDATE.

Wayne Dalton Corporation originally filed an Economic Development Ad Valorem Tax Exemption (EDATE) application on this property and was granted an exemption that was set to end after 2011. (Ordinance #2003-52). The "expansion of the existing business" EDATE application was filed and granted which is set to expire 12-31-2017, (Ordinance #2008-14).

Wayne Dalton Corporation sold this parcel of real estate to WDC Florida Realty Company I LLC on June 26, 2009, (OR 6477 P 1814) who is now the legal title owner of the real estate.

On March 1st, 2010, Overhead Door Corporation filed a renewal EDATE application for subject parcel.

The Escambia County Property Appraiser (ESCPA) office finds the following to be problematic in the granting or renewing of this exemption for 2010:

- 1.) No continuity of ownership title to the real estate

ESCPA notified the County and Christine Guthrie, Attorney for Wayne Dalton Corp., that the legal ownership title to the real property is in the name of WDC Florida Realty Company I LLC (dated June 26, 2009). Ms. Guthrie states that all property was sold December 7, 2009, to Overhead Door Corporation.

Ms. Tonya Green
June 30, 2010
Page 2

This office checked the public records and found (8) documents transferring legal ownership title from Wayne Dalton Corporation to Overhead Door Corporation on (7) parcels of real estate in Escambia County. We, however, found no deed of transfer for the EDATE parcel in question. We have informed Ms. Guthrie and Escambia County of this error.

2.) No corporate documents recorded evidencing ownership transfer

ESCPA has been unsuccessful in obtaining official recorded documents to Overhead Door Corporation nor a merger or name change that includes WDC Florida Realty Company I LLC.

This office requested a corrective deed transferring legal title of the real property from WDC Florida Realty Company I LLC to Overhead Door Corporation with a statement that "the intended transfer of the subject property to Overhead Door Corporation did not occur in 12/09, due to an oversight." We find no corrective document recorded to date.

3.) Employee Staffing Numbers

The original EDATE (2003) states 308 employees

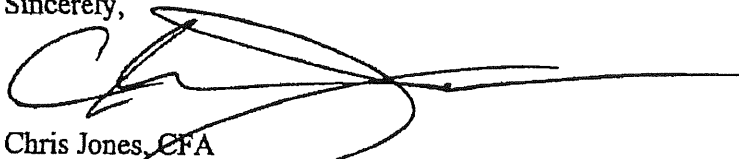
The expansion EDATE (2008) states 507 which included 361 existing and 146 positions created by 12/31/09.

The "Renewal EDATE" (2010) states total employment of 140 (76 - Overhead Door) (64 - Wayne Dalton).

As evidenced above, the employment numbers are well below the anticipated, and according to Matthew Douglas, CPA for Wayne Dalton, the plant is not operating at full capacity.

In conclusion, this office wants the County to recognize that while Overhead Door states they own WDC Realty, we find no official record to support that claim thence no continuity of ownership and use which we feel is a requisite to qualify for the EDATE. Further issues may be raised when considering the employment base that is current compared to what was promised when the EDATE was issued.

Sincerely,



Chris Jones, CFA
ESCAMBIA COUNTY PROPERTY APPRAISER

Ms. Tonya Green
June 30, 2010
Page 3

/bs

Enclosures

cc: Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney
Kristin D. Hual, Assistant County Attorney
Honorable Grover C. Robinson IV, Commission Chairman



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2736

County Administrator's Report 14. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Surplus of Equipment No Longer Held by the Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus of Equipment No Longer Held by the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms to declare as surplus and authorize removal from the County assets inventory, 34 items, aged 6 to 40 years, which are obsolete and no longer held by the Public Safety Department, having been disposed of as junk or used for spare parts.

BACKGROUND:

According to the assets inventory, the items listed on the disposition forms were associated with the County's microwave tower system and are aged from 6 to 40 years. These items have been junked or used for spare parts without appropriate disposal paperwork.

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

RDP Forms for Microwave Equipment

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330401

Trisha K. Pohlmann DATE: 5/30/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
26 items listed on reverse.						

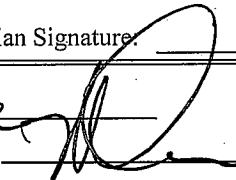
Disposal Comments: Delete from asset records; items are no longer held, having been disposed of as junk or used for spare parts without appropriate disposition paperwork. Items aged 40 to 22 years. Not discovered during 2012 inventory.


INFORMATION TECHNOLOGY (IT Technician): _____ N/A
 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: 5/30/12
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/31/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 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 _____

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	011088	RADIO BASE STATION	LA-237-X	C53RCB1105A	3/22/1972	OBSOLETE
N	025992	TOWER RADIO W/ACCESS	R-JC-0110	ROHN 300FT/80	7/8/1980	OBSOLETE
N	034637	REPEATER BASE STATION	-0-	B84RCB6106AT	4/12/1988	OBSOLETE
N	034720	RECEIVER VOTING	273CNG0102	C04RTB6018C	4/26/1988	OBSOLETE
N	034721	RECEIVER VOTING	273CNG0107	C04RTB6108C	4/26/1988	OBSOLETE
N	034722	RECEIVER VOTING	273CNG0103	C04RTB6108C	4/26/1988	OBSOLETE
N	034724	RECEIVER VOTING	273CNG0109	C04RTB6108C	4/26/1988	OBSOLETE
N	034734	COUPLER BROADBAND	14456	84011/840104	4/26/1988	OBSOLETE
N	035344	REPEATER BASE STATION	574CNU0002	C74CLB7106AT	9/30/1988	OBSOLETE
N	035345	REPEATER BASE STATION	574CNU0000	C74CLB7106AT	9/30/1988	OBSOLETE
N	035346	REPEATER BASE STATION	574CNU0001	C74CLB7106AT	9/30/1988	OBSOLETE
N	035347	RECEIVER VOTING	273CNU0002	C04RTB610BC	9/30/1988	OBSOLETE
N	035348	RECEIVER VOTING	273CNU0001	C04RTB610BC	9/30/1988	OBSOLETE
N	035349	RECEIVER VOTING	273CNU0008	C04RTB610BC	9/30/1988	OBSOLETE
N	035354	TIME BASE RHUIDIDIUM	074	MODULAR SYSTEM	9/30/1988	OBSOLETE
N	035356	TIME BASE RHUIDIDIUM	075	MODULAR SYSTEM	9/30/1988	OBSOLETE
N	035358	RECEIVER VOTING	273CNU0005	C04RTB610BC	9/30/1988	OBSOLETE
N	035373	POWER SUPPLY	377CNU0001	03538A	9/30/1988	OBSOLETE
N	035374	POWER SUPPLY WRACK	377CNU0002	02538A	9/30/1988	OBSOLETE
N	035377	RECEIVER VOTING	273CNS0104	C04RTB610BC	9/30/1988	OBSOLETE
N	037686	RECEIVER	273CQU0046	C04RTB6104C	10/1/1990	OBSOLETE
N	037687	RECEIVER	273CQU0049	C04RTB6108C	10/1/1990	OBSOLETE
N	037688	RECEIVER	273CQU0050	C04RTB6108C	10/1/1990	OBSOLETE
N	037689	RECEIVER	273CQU0051	C04RTB6108C	10/1/1990	OBSOLETE
N	037690	RECEIVER	273CQU0048	C04RTB6108C	10/1/1990	OBSOLETE
N	041899	TRANSCEIVER VHF	201CDE0320	C73RTB1105B	1/1/1980	OBSOLETE

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330403

Trisha K. Pohlmann DATE: 5/30/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	034744	RECEIVER VOTING	273CNJ0043	C04RTB6108C	1988	Obsolete
N	051520	RECEIVER	474CCX0107	UNKNOWN	2002	Obsolete
N	051525	RECEIVER	474CCX0112	UNKNOWN	2002	Obsolete
N	051833	MONITORING TERMINAL	UNKNOWN	UNKNOWN	2003	Obsolete
N	051834	MONITORING TERMINAL	UNKNOWN	UNKNOWN	2003	Obsolete
N	052639	RECEIVER UHF	474CDX0050	T5769A	2003	Obsolete

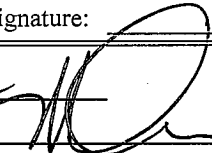
Disposal Comments: Delete from asset records; items are no longer held, having been disposed of as junk or used for spare parts without appropriate disposition paperwork. Items aged 9 to 24 years. Not discovered during 2012 inventory.

INFORMATION TECHNOLOGY (IT Technician): N/A

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: 5/30/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/31/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330403

Trisha K. Pohlmann DATE: 5/30/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

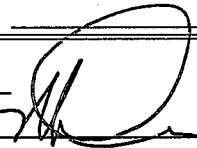
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	052640	RECEIVER VHF	474CDX0054	T5769A	2003	Obsolete
N	054856	RECEIVER	474CGF0397	UNKNOWN	2006	Obsolete

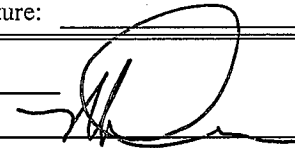
Disposal Comments: Delete from asset records; items are no longer held, having been disposed of as junk or used for spare parts without appropriate disposition paperwork. Items aged 6 to 9 years. Not discovered during 2012 inventory.

INFORMATION TECHNOLOGY (IT Technician): N/A
 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: 5/30/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/31/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 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

AI-2781

County Administrator's Report 14. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Memorandum of Agreement between the Board and the FEMA Integrated Public Alert and Warning System (IPAWS) Program Management Office

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

- A. Approve the Memorandum of Agreement (MOU) which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida's Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-Open national backbone communication/notification system, that structures the alert and distributes the emergency messages from one inter-operable system to another. A select few Public Safety Department staff will be designated by the Division of Emergency Management Manager to be trained and authorized to utilize the notification system and maintain the integrity of the emergency notification system; and
- B. Authorize the Chairman or Vice-Chairman to execute the MOU and all related documents as required to implement the MOU.

BACKGROUND:

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between information technology (IT) systems to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Implementation of this agreement will be accomplished with existing Division of Emergency Management staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require Memorandums of Agreement be approved by it.

IMPLEMENTATION/COORDINATION:

Implementation of this Agreement will be coordinated between the Escambia County Division of Emergency Management staff, FEMA, and the State of Florida Division of Emergency Management.

Attachments

IPAWS Agreement

**Memorandum of Agreement
between the
Escambia County Board of County
Commissioners
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

Regarding the use of:

**Escambia County Board of County
Commissioners**

Interoperable System(s)

and

**IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 1.0

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

SUPERSEDES: None

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Escambia County Board of County Commissioners hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Escambia County Board of County Commissioners Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or

investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Board of County Commissioners
Escambia County, Florida**

Wilson B. Robertson, Chairman
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

Attn: John Dosh, Manager
Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, Florida 32399

FEMA CIO

**Federal Emergency Management Agency
IPAWS OPEN System Owner**

**Name: Mark A. Lucero
Title: Chief, IPAWS Engineering**

(Signature Date)

**Attn: IPAWS-OPEN System Owner
Federal Emergency Management Agency, Rm
506
500 C Street SW
Washington, D.C. 20472-0001**

(FEMA CISO)

(Signature

Date)

(Signature

Date)

This document approved as to form and legal sufficiency.
 By: [Signature]
 Title: [Signature]
 Date: [Signature]

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Florida Emergency Management Network (FI EMnet)**

Function:	Emergency Message Notification System for the State of Florida for EAS messages, Amber Alerts, and Other Warning messages.
Location:	6575 North "W" Street, Pensacola, Florida 32505. Located within County 24 hour warning point/911 Center
Description of data, including sensitivity or classification level:	COTS Communications Laboratories, Inc. FOUO Unclassified alert and emergency response information.

**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: John Dosh

Title: Emergency Management Manager

Business Email Address: john_dosh@co.escambia.fl.us

Primary Phone Number: 850-471-6409

Alternate Phone Number:

Organization: Escambia County Division of Emergency Management

Mailing Address: 6575 North W Street, Pensacola, Florida, 32505

Designated Alternate Point of Contact:

Name: Elton Gilmore

Title: Operations Officer

Business Email Address: elton_gilmore@co.escambia.fl.us

Primary Phone Number: 850-471-6414

Alternate Phone Number:

Organization: Escambia County Division of Emergency Management

Mailing Address: 6575 North "W" Street, Pensacola, Florida, 32505

Designated Technical Point of Contact:

Name: David A. Musselwhite

Title: Director

Business Email Address: damussel@co.escambia.fl.us

Primary Phone Number: 850-595-4993

Alternate Phone Number:

Organization: Escambia County Information Technologies Department

Mailing Address: 221 Palafox Place, Pensacola, Florida, 32502

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Jeanne Etzel	202-646-3006	Jeanne.Etzel@fema.gov	Chief Information Officer, FEMA
Maria Roat	202-646-3987	Maria.Roat@fema.gov	Deputy Chief Information Officer, FEMA
			Chief Information Security Officer
Mark Lucero	202-646-1386	Mark.Lucero@FEMA.gov	System Owner
Kirby Rice	703-574-7904	Kirby.Rice@associates.dhs.gov	FEMA PMO - IPAWS-OPEN
Gary Ham	703-899-6241	Gary.Ham@associates.dhs.gov	FEMA PMO - IPAWS-OPEN
Kelli Campbell	979-260-0030	Kelli.Campbell@associates.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Escambia County Board of County Commissioners Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g.; Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and include:
 - At least eight characters in length
 - At least two (02) upper case and two (02) lower case letters
 - At least two (02) numbers and one (01) special character.
- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Escambia County Board of County Commissioners Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Name (Print): _____

Signature: _____ Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2765

County Administrator's Report 14. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Wedgewood/Rolling Hills Crime Prevention Program

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Crime Prevention Program for Wedgewood/Rolling Hills Subdivision – Gordon Pike, Corrections Department Director

That the Board take the following action concerning the Wedgewood/Rolling Hills Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Wedgewood/Rolling Hills Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other agreements necessary to accomplish goals of the Wedgewood/Rolling Hills Crime Prevention Program.

BACKGROUND:

Fines and/or fees collected pursuant to S.S. 775.083(2), Florida Statutes, provided a revenue source for the County Restricted Fund 101(Revenue Account: 348532). These funds must be accounted for separately as crime prevention funds and may be expended for crime prevention programs within the County.

The Escambia County Board of County Commissioners previously established crime prevention programs for neighborhood safety for the Mayfair/Oakcrest and Myrtle Grove subdivisions. The Wedgewood/Rolling Hills subdivision has been identified as an area that would benefit from a similar program.

The Office of Environmental, Department of Community Corrections and the residents of Wedgewood/Rolling Hills will work together to develop and implement a Crime Prevention Program. No General Fund (001) dollars are required for this program, unless directed otherwise by the Board.

BUDGETARY IMPACT:

Funding for the Crime Prevention Program and related enforcement activities shall be from fines and /or fees collected and eligibility under S.S. 775.083(2), Florida Statutes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution has been reviewed by Kristin Haul, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of Environmental Enforcement will work with residents to establish crime prevention program for neighborhood safety. Environmental Enforcement will coordinate with Escambia County Sheriff's Office.

Attachments

Wedgewood-Rolling Hills

RESOLUTION R2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AND ESTABLISHING A CRIME PREVENTION PROGRAM FOR NEIGHBORHOOD SAFETY FOR THE WEDGEWOOD/ROLLING HILLS SUBDIVISION; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fines and/or fees collected pursuant to §775.083(2), Florida Statutes, provide a revenue source in the County Restricted Fund 101 to establish crime prevention programs in designated areas within Escambia County; and

WHEREAS, such funds may be expended for eligible crime prevention programs within the county; and

WHEREAS, funding for eligible crime prevention programs and related enforcement activities shall be from fines and/or fees collected pursuant to §775.083(2), Florida Statutes, for use in neighborhood projects to enhance neighborhood safety; and

WHEREAS, the Office of Environmental Enforcement, Department of Community Corrections and the residents of the Wedgewood/Rolling Hills subdivision will cooperatively develop and implement a crime prevention program that increases the safety of the neighborhood; and

WHEREAS, the Board of County Commissioners finds it in the best interests of the health, safety, and welfare of the citizens of Escambia County that the County support and approve this crime prevention program.

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

SECTION 1. That the above recitals are true and correct and are hereby incorporated.

SECTION 2. That the Board of County Commissioners hereby supports and approves the Wedgewood/Rolling Hills subdivision crime prevention program.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2767

County Administrator's Report 14. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Request to Schedule a Public Hearing - Oak Grove Land Clearing Debris Disposal Pit - Owned by Escambia County

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Oak Grove Land Clearing Debris Disposal Pit, Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for July 12, 2012, at 5:32 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

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

BACKGROUND:

The Oak Grove Land Clearing Debris Disposal Pit is needed for services to the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, and Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the permit for form and accuracy by legal signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation a Permit shall be issued and distributed accordingly.

Attachments

Oak Grove LCD Permit

Oak Grove Application



Solid Waste Management Department

**13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160**

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	Escambia County BOCC
Facility Name:	Oak Grove Land Clearing Debris Disposal Pit
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	1996-1-001LDD
Original Date of Issue:	December 23, 1996
Renewal Date:	July 12, 2012
Expiration Date:	July 11, 2013
Development Review #:	N/A
Date:	-----
Total Acreage of Facility:	26 Acres
Total Area Licensed for Disposal:	20 Acres

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located on a 26-acre site on 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler
Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

- 1. Facility Setback.**
Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).
- 2. Aerial and Vertical Height.**
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).
- 3. Fencing and Access Control.**
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).
- 4. Cover Material and Application**
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).
- 5. Operational Hours**
Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).
- 6. Volume Reduction**
Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).
- 7. Dust Suppression.**
Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).
- 8. Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

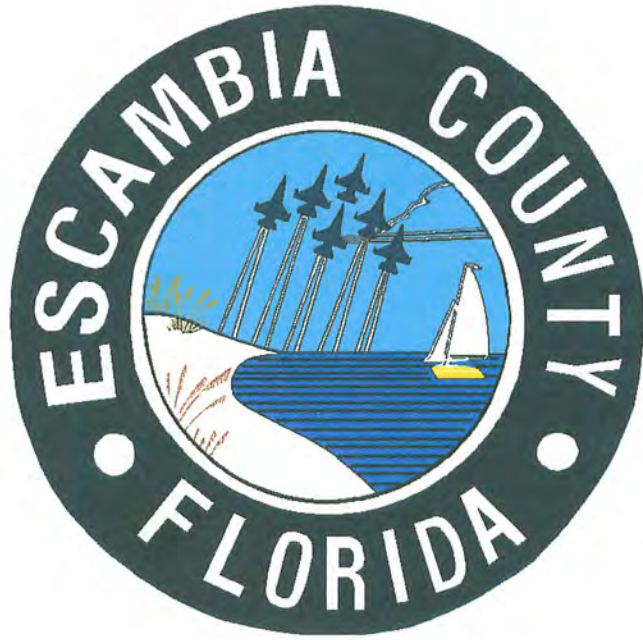
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

13. Required Reports

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

14. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

**Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Oak Grove Land Clearing Debris Disposal Pit

5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99

Oak Grove area of Escambia County (Walnut Hill)

7. Location coordinates:

Section: 4 Township: 4N Range: 32W

Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Department of Solid Waste Management

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

9. Authorized agent/consultant: Doyle Butler

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

10. Landowner (if different than applicant): Escambia County BOCC

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P. O. Box City County Zip

Contact person: Patrick T. Johnson Telephone: (850) 937-2160

Email: ptjohnson@co.escambia.fl.us

11. Date site will be ready to be inspected for completion: 06/28/2012

12. Expected life of the facility: 7 years years

13. Estimated costs:

Total Construction: \$ Completed Closing Costs: \$

14. Anticipated construction starting and completion dates:

From: Completed To:

15. Expected volume or weight of waste to be received: 58 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

The Oak Grove Landclearing Debris Pit is a 26 acre site with 20 acres
used as a repository for landclearing debris. The site is a former borrow
pit with an uneven bottom surface, which accepts landclearing debris
generated by residents of the North end of Escambia County.

2. Facility site supervisor: Patrick T. Johnson

Title: Director Telephone: (850) 937-2160

Email: ptjohnson@co.escambia.fl.us

3. Disposal area: Total 20 acres; Used 10 acres; Available 10 acres

4. Security to prevent unauthorized use: Yes No

5. Charge for waste received: 8.14 \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

<input type="checkbox"/>	Residential	<input type="checkbox"/>	Industrial
<input checked="" type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris Land Clearing Debris

8. Attendant: Yes No Trained operator: Yes No

9. Spotters: Yes No Number of spotters used: 2

10. Site located in: Floodplain Wetlands Other _____

11. Property recorded as a Disposal Site in County Land Records: Yes
 No

12. Days of operation: Mon thru Fri & Sat.

13. Hours of operation: 8:00am - 4:30pm

14. Days Working Face covered: -----

15. Elevation of water table: 182 Ft. (NGVD 1929)

16. Storm Water:

Collected: [] Yes [] No

Type of treatment: Retention via pit depressions

Name and Class of receiving water: Little Pine Barren Creek > 800' away

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

[] No [] Yes

Date: -----

Project Number: -----

19. Development Order issued.

[] No [] Yes

Date: -----

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Escambia County BOCC is aware that statements made in this form and attached information are an application for a Land Clearing Debris Pit Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Doyle Butler

Signature of Applicant or Agent

13009 Beulah Road

Mailing Address

Doyle Butler, Engineering Project Coordinator

Name and Title (please type)

Cantonment FL 32533

City, State, Zip Code

dobutler@co.escambia.fl.us

E-mail address (if available)

(850) 937-2148

Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Brent Schneider

Signature

13009 Beulah Road

Mailing Address

Brent Schneider, P.E./ Eng. Env. Qual. Mgr.

Name and Title (please type)

Cantonment, FL 32533

City, State, Zip Code

bdschneider@co.escambia.fl.us

Email Address (if applicable)

(850) 937-2160

Telephone Number



Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2658

County Administrator's Report 14. 15.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: West Florida Regional Library Blue Ribbon Task Force Committee

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Florida Regional Library Blue Ribbon Task Force Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt the Resolution creating the West Florida Regional Library Blue Ribbon Task Force Committee and approve appointing the following members selected by the County Commissioner of their residing district for a one-year term, with an effective date of August 1, 2012, through July 31, 2013:

- A. District 1 - LisaMarie Bartusik;
- B. District 2 - Terri Church;
- C. District 3 - Robin Reshard;
- D. District 4 - Margaret Henderson; and
- E. District 5 - Ruth Gordon.

BACKGROUND:

At the January Committee of the Whole meeting, the Board was presented with information regarding the history and creation of the West Florida Regional Library Blue Ribbon Task Force Committee for the purposes of development of a five-year plan for the West Florida Regional Library System. Department of Community Affairs staff received direction to proceed with the solicitation of interested members of the community to serve on the West Florida Regional Library Blue Ribbon Task Force Committee. These interested candidates submitted resumes which were reviewed by the appropriate county commissioner for their residing district. Membership of the committee consists of one person from each county district, three members from the City of Pensacola selected by the Mayor, and one member from the West Florida Regional Library Board. The West Florida Regional Library Blue Ribbon Task Force Committee will disband after completion of their task, which should be completed within a year.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office developed, reviewed, and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires adoption and approval of all Resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to represent the Board and coordinate with all pertinent parties (West Florida Regional Library Board, City of Pensacola) regarding this matter to facilitate the successful completion of the Committee's task.

Attachments

Resolution - Blue Ribbon Task Force Committee

Resumes of Commissioner-Selected Representatives

RESOLUTION NUMBER R2012-_____

A RESOLUTION ESTABLISHING THE WEST FLORIDA PUBLIC LIBRARY BLUE RIBBON TASK FORCE COMMITTEE; DEFINING DUTIES, COMPOSITION, AND ORGANIZATION OF THE COMMITTEE; ENACTING REGULATIONS FOR THE CONDUCT OF MEETINGS OF THE COMMITTEE; PROVIDING FOR A STAFF LIAISON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Escambia County Board of County Commissioners recognizes the County's public library services constitute an important informational, recreational and educational asset for the citizens of Escambia County; and

WHEREAS, the Board recognizes the need for a committee to explore, research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the West Florida Public Library System.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida:

Section 1. Recitals. That the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. Establishment. That the West Florida Public Library Blue Ribbon Task Force Committee is hereby established.

Section 3. Duties of the Committee.

A. That the committee shall explore, research, provide technical expertise, and make recommendations to the Escambia County Board of County Commissioners regarding the development, administration, and preservation of the West Florida Public Library system; and

B. That the committee shall compile and submit a five year "Library Plan" for Escambia County and provide general and specific recommendations for the Board of County Commissioners to consider; and

C. That the committee shall complete its work and make its recommendations within 12 months commencing on August 1, 2012. Any extension to the term of the committee must be approved by the Board of County Commissioners.

Section 4. Composition.

That the committee shall be composed of nine (9) voting members. All members of the committee shall be electors of Escambia County. Each commissioner on the Board of County Commissioners shall appoint one

(1) member to the committee, and each member shall serve concurrently with his or her appointing commissioner's term. The City of Pensacola shall appoint three (3) members, who shall serve a term of duration as appointed by the City, and the Library Board shall appoint one (1) member, who shall serve a term of duration as appointed by the Board.

Section 5. Officers and Terms of Office.

A. Chairman. The committee shall elect a chairman to preside at all meetings.

B. Vice-Chairman. The committee shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence.

C. Termination of a committee member. Should any member of the committee cease to be an elector of the County or cease to occupy the office or position of responsibility set forth in his or her appointment, he or she shall cease to be a member of the committee and shall be replaced by the appointing authority. Members may be removed by the Board of County Commissioners upon the recommendation of the appointing authority. Additionally, the committee shall recommend to the Board of County Commissioners the removal of a committee member who accrues two (2) unexcused absences from any regular meeting during the calendar year. Absences may be excused by a majority vote of the members present at any meeting. The committee shall recommend to the Board of County Commissioners the removal of any committee member who accrues three (3) or more absences from any regular meeting during the calendar year.

D. Any vacancies on the committee shall be filled by the appointing authority that originally appointed the member to the position.

Section 6. Regular Meetings. That the committee shall establish a schedule of regular meetings, which shall be held at least monthly.

Section 7. Quorum and Voting. That five (5) committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one (1) vote for all matters subject to a vote of the committee. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

Section 8. Rules of Procedure. That the committee shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Resolution.

Section 9. Sunshine Law. That the committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

Section 10. Minutes. That minutes shall be kept at each committee meeting. A written summary of the minutes of each meeting shall be prepared from a recording made at each meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

Section 11. Notice of Public Meeting. That notice of regular or special meetings of the committee and the time and location of each meeting shall be published to the public.

Section 12. Working Groups. That the committee may appoint working groups for purposes and durations as it deems appropriate.

Section 13. Staff Liaison. That the City of Pensacola Library Administrator shall serve as the staff liaison for the committee. The staff liaison shall provide support as necessary to carry out the purposes and objective of the committee. The staff liaison shall identify issues and alternatives that may relate to the committee's policies, goals, or programs and bring such matters before the committee for consideration.

Section 14. Effective Date. That this Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

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

Wilson B. Robertson, Chairman

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

BCC Approved: _____

Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.

By: Kristen Neal

Title: ACA

Date: 6/15/12

LisaMarie Bartusik

6736 Helms Road Pensacola, FL 32526

Escambia County, District 1

Lbartusik@yahoo.com

850-207-9759

EXPERIENCE:

AUGUST 2009 - PRESENT
West Florida Public Library
Pensacola, FL

LIBRARIAN, SOUTHWEST BRANCH
Employed part-time by Keagan Staffing

- Served on the WFPL Collection Development Policy Revision Committee in 2010.
- Headed a committee to create a system-wide training document for WFPL's integrated library system (ILS), SirsiDynix WorkFlows.
- Responsible for collection development of Adult & Juvenile materials at the Southwest Branch.
- Assisting in branch management under Melanie Skaggs, Branch Manager.

2001 - 2009
Allen County Public Library
Fort Wayne, IN

MANAGER, TECHNICAL SERVICES

- Served seven years on the Senior Management Team with advisement responsibility specializing in ILS operations and staff management.
- Responsible for implementation and maintenance of new ILS functions, as well as the training and supervision of staff involved in material acquisition and budget management.

1997 - 2000
Allen County Public Library
Fort Wayne, IN

MANAGER, CATALOGING SERVICES

- Supervised the cataloging of new materials.
- Responsible for the organization and maintenance of the online catalog.
- Represented Technical Services on the ILS selection committee.
- Developed training schedules and documentation for staff using the acquisitions and cataloging modules of the SirsiDynix WorkFlows ILS.

1993-1996
Mount Carmel Public Library
Mount Carmel, PA

DIRECTOR

- Library Director for a small library serving approximately 12,000.

LisaMarie Bartusik
6736 Helms Road Pensacola, FL 32526
Escambia County, District 1
Lbartusik@yahoo.com
850-207-9759

EDUCATION:

1990-1992
Drexel University
Philadelphia, PA

MASTERS OF LIBRARY SCIENCE

Awarded a work/study grant for the degree.
Drexel University, Hagerty Library, Technical Services department.

1985-1990
Kutztown University
Kutztown, PA

BACHELORS OF TELECOMMUNICATIONS

Major: Telecommunications
Minor: Speech Communication/Theater

Robin Reshard**3427 W. Gonzalez Street, Pensacola, FL 32505, phone 850.356.6921****Resident of Board of County Commission District 3**

I was raised in the pages of books. My mother and father modeled their expectations of reading so that my siblings and I would be knowledgeable about the world and useful to our community. It is this upbringing that calls me to encourage others to read and to want to have community resources like libraries that offer diverse opportunities to grow and engage people in and for their communities. For these reasons, it would be a privilege to serve the community through the Blue Ribbon Task Force.

As the creative director for Robert Robino Productions, I strive to bring relevant issues to light through educational, entertaining and enlightening print, television, and community projects. One of our current projects in development is the film documentary on the Belmont De Villiers neighborhood. I have used my passion for reading and writing to:

- Create and host *Heard*, a weekly web-based television show that gives authors a voice and over 20,000 readers and viewers a chance to connect with nationally, regionally and locally known (and unknown) authors.
- Author *The Little Book of 'Fro-isms: A Guide for Your Journey on Finding Your Uniqueness*; the children's book *Marty Goes to the Library*, the motivational CDs - *Find Your 'Fro™* and *The Fifth Key to Purpose and Passion*; and contribute numerous articles to other books and newspapers, including the story, "Seven Years. Nine Days," which appeared in the 2011 released book, *When Black Folks Was Colored: A Collection of Memoirs, Essays and Poems by Black and White Americans*.
- Host and producer of the weekly PBS show, "Connecting the Community," 2005 – 2009, to enlighten the public about community and public affairs by asking the insightful and tough questions.

My passion for education and literacy has led to working with several nonprofits and educational institutions over the past 30 years. Since 2005, I have spearheaded the distribution of over 85,000 free, new children's books, valued at over \$600,000 to students in Escambia, Santa Rosa and Okaloosa Counties. Working with Bethel Youth Development, I started the MLK Parade of Books project in 2010 which provided students attending the Dr. Martin Luther King, Jr. Parade with free books and bookmarks about Dr. King. To date, this project has provided 10,000 new, free books and 26,000 bookmarks. I have volunteered with numerous organizations and has served on several community boards, including Milk and Honey Outreach Ministries, Hands on Pensacola, Learn to Read of Northwest Florida, Goombay Gulf Coast, and was the vice-chairman of the Escambia County Juvenile Justice Council.

I enjoy the strategic planning process and community and group discussions that move towards short- and long-term workable solutions. It has been my pleasure to work with several community based organizations on strategic and tactical planning. My continuing formal and community education include:

- 1997 graduate of Leadership Pensacola
- 2000 graduate of the West Florida Senior Leadership Academy
- 2003 graduate of Southern New Hampshire University with a Master of Science degree in Community Economic Development

I appreciate the consideration to serve with other community members and provide all of the residents of Escambia County with stellar and diverse knowledge resources.



Margaret Henderson

4653 Calle Ventoso • Pensacola, FL 32514 • Escambia county, District 4 •
315-651-9307 • mhenderson@pensacolastate.edu • mlh200@gmail.com
<http://margaretliahenderson.wordpress.com>

Education

M.L.S. **State University of New York at Buffalo**, 2011, Library & Information Science

B.A. **State University of New York at Geneseo**, 2009, International Relations

Experience

Edward M. Chadbourne Library, Pensacola State College, Pensacola, FL October '11 – present

Emerging Technologies Librarian

- Teaching: Library instruction sessions by request, as well as CGS 1050, a one-credit research course
- Innovation: Researching and implementing new ideas for the library, for example, the [use of QR codes](#), [meebo chat](#)
- Social outreach: Promoting the library and sharing resources via [facebook](#), [twitter](#), [flickr](#)
- Professional development: participation in webinars and conferences via CCLA and PLAN, college-sponsored workshops, course peer-review committees and the Distance Learning committee

Lockwood Memorial Library, University at Buffalo, NY

January '11 - May '11

Practicum Student

- Reference desk responsibilities: answered diverse questions from students, faculty and community members
- Bibliographic support: provided support to students faculty and community members by demonstrating a variety of resources, databases, guides, and help sections, both in person and the library's blog and facebook page
- Collection development: evaluated e-discovery services and made recommendations

Lightner Library, Keuka College, NY

November '09 – February '10

Intern

- Promotion: created engaging thematic displays using library materials
- Assessment: cataloged college syllabi for the information literacy evaluation project
- Archival: searched through college materials for an anniversary/promotional publication

Volunteers of America, Webster, NY

June '09 - March '10

Assistant Manager

- Evaluation: assessed performance of employees and community service workers and wrote reports, assessed daily/monthly productivity, sales and donations and worked to improve them
- Leadership: singularly managed the store on multiple occasions for prolonged periods of time, motivated employees to take personal responsibility and enjoyment in their jobs with new strategies and programs, dealt with sometimes-difficult, court-assigned community service workers
- Organization: scheduled employee/volunteer/community service-worker shifts, tracked sales figures
- Fiscal management: controlled petty cash, banking and budgeting (such as payroll budget)

Sisters Making A Change, Geneseo, NY

October '07 – May '09

Member: Volunteering with charities such as March of Dimes, Ronald McDonald House, Relay for Life

President ('08- '09): Organizing meetings, planning agendas, coordinating officers

Computer skills

Bi-platform OS proficient (Mac and Windows), Microsoft Office Suite (including Access), Blackboard, Powerpoint, Photoshop, Dreamweaver, Audacity, GarageBand, iMovie, many web 2.0 and freeware tools (Zotero, Jing, Flickr, Gimp, YouTube, delicious, Blogger, Google apps, wikis, and many more), working knowledge of HTML and CSS

Portfolio

See <http://margaretliahenderson.wordpress.com/portfolio>

Ruth Gordon

Post Office Box 323; Gonzalez, Florida 32560

Home # 587-2244 Cell # 982-8407 ruthgg@frontiernet.net

District 5 Resident

Objective

To become a member of the Blue Ribbon Task Force where I can use the skills and information learned when I was the administrator over two school libraries and two library projects. The first project was the design and renovation of space for a dedicated library at Molino Elementary. The other project was the planning, design and building of the new library at Ferry Pass Elementary. Also as principal, I was in charge of the budget and the employees for the Molino Elementary School Library for four years and the Ferry Pass Elementary School Library for 16 years. To me the library was the "Heart" of the school.

Education

MS, University of West Florida

BS, Florida State University

AA, Pensacola Junior College

Experience

- Principal of Ferry Pass Elementary School (1990-2006)
- Principal of Molino Elementary School (1986-1990)
- Primary Resource Teacher for Molino and Barrineau Park Elementary (1984-1986)
- Math Teacher at Carver Middle School (1984)
- Math and Science Teacher at Wentzville Middle School in Wentzville, MO (1982-1984)
- Primary Resource Teacher for Molino and Barrineau Park Elementary (1980-1982)
- Teacher In Charge of the Cysis Center at AV Clubbs and Judy Andrews (1979-1980)
- Hospital / Homebound Teacher (1973-1979)
- Educational TV Math Teacher at WSRE TV (1971-1973)
- Math Helping Teacher for District Math Department (1968-1971)
- Second Grade Teacher at Molino Elementary School (1966-1968)

Other Interests

Current Chairman of Quayside Art Gallery

Member and Past President of ETA Chapter of Delta Kappa Gamma Educational Fraternity

Member of Mid County Historical Society

Member of Aldersgate United Methodist Church

Member and Vice President of Art Study Club



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2791

County Administrator's Report 14. 16.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Appointment to Workforce Escarosa, Inc. Board of Directors

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Amber McCool, Executive Director, NW Florida Area Agency on Aging, Inc., to the Workforce Escarosa Board of Directors, as the permanent Senior Community Service Employment Programs (SCSEP) representative, effective June 28, 2012, for an indefinite term.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective on the expressed date. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Amber McCool Letter and Resume

Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa



Connecting businesses and resources.

June 7, 2012

Randy Oliver
County Administrator
Escambia Board of County Commissioners
21 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Mr. Oliver:

The Workforce Investment Act (WIA), Section 117(b)(2)(A)(vi) and 121(b), requires the appointment of an individual to represent the Senior Community Service Employment Programs (SCSEP) to the local workforce investment Board. The grant recipient for the SCSEP is the Florida Department of Elder Affairs.

Workforce Escarosa has identified Amber McCool with the Department of Elder Affairs who has agreed to serve, if appointed, for this required slot.

Please let me know if you have questions or need additional information. As always, thank you for your assistance.

Sincerely,

Susan Nelms
Executive Director

SN/js

2 Enclosures

Cc: Marilyn Wesley

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

5408 St. James Street
Milton, FL 32583

850.623.1296 home
850.494.7101 work
mccoola@elderaffairs.org

Amber P. McCool

Experience

January 1, 2012 – present NW Florida Area Agency on Aging, Inc. Pensacola, FL

Executive Director

- Manage the day-to-day operations of the Agency.
- Direct all activities required to develop, implement and administer an Area Plan on Aging in accordance with federal and state regulations.
- Provide leadership and visibility.
- Determine the need for social services to the elderly in the Planning and Services Area (PSA), the resources available to meet such needs, and an evaluation to the extent to which such resources are being used effectively.
- Direct staff efforts toward the establishment of measurable program objectives, action steps and priorities for implementation of the Area Plan.
- Plan and implement all appropriate activities required to effectively and efficiently meet the priority needs of the older persons in the PSA.

1992–2011 NW Florida Area Agency on Aging, Inc. Pensacola, FL

Fiscal Director/Assistant Director

- Manage state and federal funding of approximately \$10 million annually.
- Prepare and manage budgets for numerous grants.
- Assume responsibility of the Agency in the absence of the Executive Director.
- Represent the Executive Director at local, state and national meetings.
- Supervision of two fiscal assistants.
- Attended the 2008 N4a Leadership Institute.
- Responsible for Human Resource duties for agency.
- Responsible for the general ledger, payroll and financial reporting
- Starting salary: \$22,050 Current salary: \$58,011

1981–1992 Santa Rosa County Council on Aging, Inc. Milton, FL

Fiscal Officer/Assistant Director

- Responsible for the general ledger, payroll and financial reporting

- Responsible for all grants and budgets with various contracting periods.
- Managed state and federal funding of approximately \$3 million annually.
- Starting salary: \$9,500 Final salary: \$21,800

1978–1980 Rubber & Specialties, Inc. Pensacola, FL

Bookkeeper

- Responsible for general ledger, accounts payable and receivables.
- Responsible for payroll.

Volunteer Experience

1995- 2011 Pregnancy Resource Center, Inc. Milton, FL

Bookkeeper

- Responsible for general ledger.
- Preparation of board quarterly financial reports
- Preparation of quarterly/annual state and federal tax reports.

Education

1978-1982 Pensacola Junior College Pensacola, FL

- A.S. degree in accounting.

Interests

Cooking, gardening, camping and reading.

References

Ms. Edith Lederberg, Executive Director, Aging & Disability Resource Center of Broward County.

Ms. Kristen Longmore, Executive Director, Elder Options, Mid-Florida Area Agency on Aging, Inc.

Mr. Jaime Estremera-Fitzgerald, Chief Executive Office, Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

Ms. Linda Levin, M.S.G, Executive Director, Elder Source, Area Agency on Aging for Northeast Florida

Ms. Sally Gronda, Executive Director, Area Agency on Aging of Pasco-Pinellas, Inc.

Mr. Larry Mathews, Chairman of the Board, Pregnancy Resource Center of Milton



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2795

County Administrator's Report 14. 17.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Workforce Escarosa Inc. Request for Waiver of Board Membership and Training Expenditure

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Waiver of Board Membership and Training Expenditure Requirement by Workforce Escarosa, Inc. - Marilyn D. Wesley, Department Director

That the Board adopt and authorize the Chairman to sign the Resolution, supporting the request for a waiver of Board membership and training expenditure requirement by Workforce Escarosa, Inc., to be forwarded to Governor Rick Scott and Workforce Florida, Inc., thusly allowing for all four public education institutions (Escambia County School District, Santa Rosa County School District, Pensacola State College, and University of West Florida) of Region One, comprised of Escambia and Santa Rosa Counties, to be represented on the Workforce Escarosa, Inc., Board of Directors; also allowing for equal private sector business representation between each County of Region One, as stipulated in the Interlocal Agreement between the Counties and Workforce Escarosa; and finally, allowing for a 10% waiver of the 50% training services funds expenditure requirement for WIA (Workforce Investment Act) Adult and Dislocated Workers under the recently-amended Florida Workforce Innovation Act.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties.

The recently-signed Regional Workforce Board Accountability Act (RWBAA) has amended the Florida Workforce Innovation Act, established in 2000 to implement the mandates of the federal Workforce Investment Act (WIA) of 1998. Specifically added was the requirement that 50% of WIA Adult and Discolated Worker funds be expended on tuition, books, fees, and other such training services prescribed in WIA for Individual Training Accounts. A waiver option is allowable if supported by the pertinent Counties.

Also specifically amended were the local membership requirements, which are now required to be at "minimum federal levels". For educational representatives, Workforce Florida has defined the level as only two per Board; Workforce Escarosa currently has four educational

representatives. For private sector business representatives, Workforce Florida has defined the level as one per required non-private representative plus one, or 13. Workforce Escarosa currently has 14 private sector representatives, divided evenly between Escambia and Santa Rosa Counties, as established in the Interlocal Agreement for services between Workforce Escarosa and the Counties. The waiver request is to ensure that all of these important sectors are represented equitably and amply for both Counties.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has prepared, reviewed, and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval and adoption of all Resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa and Santa Rosa County in the implementation and delivery of the Resolution, upon Board approval.

Attachments

Resolution - Workforce Escarosa Waiver Request

RESOLUTION NUMBER R2012-___ (Escambia County)
RESOLUTION NUMBER R2012 - ___ (Santa Rosa County)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AND SANTA ROSA COUNTY, FLORIDA, SUPPORTING WORKFORCE ESCAROSA'S REQUEST FOR A 10% WAIVER OF THE TRAINING EXPENDITURE REQUIREMENT; SUPPORTING A WAIVER FROM GOVERNOR SCOTT ON WORKFORCE ESCAROSA BOARD MEMBERSHIP REQUIREMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Congress passed the Workforce Investment Act of 1998 (WIA), 29 U.S.C.A. §§2801-2945, to maximize federally funded job training programs and create a comprehensive, locally controlled workforce investment system in order to allow Americans access to career management tools and enable U.S. companies to recruit a qualified workforce to compete in a global economy; and

WHEREAS, the workforce investment system is designed for federal, state and local partners to work cooperatively whereby local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while state workforce investment boards provide statewide policy, guidance and interpretation; and

WHEREAS, the Act provides that the chief elected official(s) in a local area are authorized to appoint members of the local board in accordance with "State criteria" established by the Governor, and the Governor must certify each local board once every two years; and

WHEREAS, in order to implement the provisions of the federal WIA, the State of Florida passed the Workforce Innovation Act, §§445.01 et seq., Florida Statutes, creating Workforce Florida, Inc., and establishing regional workforce boards to serve as the local workforce investment boards tasked with specified duties and functions as determined by law and as set forth by interlocal agreement approved by the two local governing bodies; and

WHEREAS, pursuant to Interlocal Agreement, Workforce Escarosa, Inc., currently serves as the regional workforce board for Escambia and Santa Rosa County providing public workforce services, job training programs and economic development related to the WIA; and

WHEREAS, the Florida Workforce Innovation Act, as amended by the Regional Workforce Board Accountability Act (RWBAA), requires 50% of WIA Adult and Dislocated Worker funds be expended on tuition, books and fees of training providers and other training services prescribed in WIA for Individual Training Accounts (ITA) but provides for a waiver if supported by the Chief Elected Officials; and

WHEREAS, the RWBAA requires Board membership to not exceed the minimum membership required in WIA unless a waiver is approved by the Governor;

WHEREAS, the Santa Rosa County and the Escambia County Commissioners have determined that the request for a 10% waiver of the 50% training requirement is justified; and

WHEREAS, the Santa Rosa County and the Escambia County Commissioners have determined that the Board membership requirements should include educational representatives from the Santa Rosa and Escambia County School Districts, Pensacola State

College and the University of West Florida, and equal private sector business representation of both counties as agreed to by Interlocal Agreement.

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

SECTION 1. That the Board of County Commissioners of Santa Rosa County and Escambia County, Florida hereby find the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners of Escambia County and Santa Rosa County hereby fully support the 10% waiver request of Workforce Escarosa to reduce the ITA training expenditure requirement from 50% to 40% of WIA Adult and Dislocated Worker funds.

SECTION 3. That the Board of County Commissioners of Santa Rosa County and Escambia County hereby fully support educational representation on the Workforce Escarosa Board of the Santa Rosa and Escambia County School Districts, Pensacola State College and the University of West Florida, and that private sector business membership remain equal between both counties as agreed to by Interlocal Agreement.

SECTION 4. That this Resolution shall become effective immediately upon adoption by both Boards of County Commissioners.

SECTION 4. That the Clerk of Court is hereby directed to forward a copy of this resolution to the Honorable Governor Rick Scott and Workforce Florida, Inc., and the Regional Workforce Board's Chairperson.

Adopted on this _____ day of _____, 2012.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(Seal)

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

BY: _____
Wilson B. Robertson, Chairman

This document approved as to form and legal sufficiency.

By: [Signature]

Title: WCA

Date: 10/20/12

ATTEST: Mary M. Johnson
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

BY: _____
Jim Williamson



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2821

County Administrator's Report 14. 18.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Resolution Designating July 27th as the Annual Korean War Veterans Armistice Day for the State of Florida

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting July 27th as Annual Korean War Veterans' Armistice Day in Florida - Charles R. "Randy" Oliver, County Administrator

That the Board adopt and authorize the Chairman to sign the Resolution urging the Florida Legislature to recognize the date of July 27 as the Annual Korean War Veterans' Armistice Day for the State Florida.

BACKGROUND:

A citizen requested that Commissioner Wilson B. Robertson support an imitative to urge the State of Florida to pass a law declaring July 27 as the Annual Korean War Veterans' Armistice Day.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Resolutions must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The Clerk to the Board will provide copies of the Resolution as directed in Section 4 of the Resolution.

Attachments

Resolution - Korean War Veterans' Armistice Day

RESOLUTION 2012-_____

A RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS URGING THE FLORIDA LEGISLATURE TO RECOGNIZE THE DATE OF JULY 27 AS THE ANNUAL KOREAN WAR VETERANS' ARMISTICE DAY FOR THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR DELIVERY TO THE LEGISLATIVE DELEGATION.

WHEREAS, on June 27, 1950, President Harry S. Truman, in response to the communist threat to South Koreans and their democracy, committed the first United States forces to combat in South Korea; and

WHEREAS, the veterans who fought in the Korean War paid the ultimate price and paved the way for the foundation of peace and freedom that so many enjoy today; and

WHEREAS, negotiators signed an armistice agreement at Panmunjom on July 27, 1953, and the Republic of South Korea regained its status as a free and democratic nation with the withdrawal of communist North Korean forces; and

WHEREAS, in recognition of their sacrifice and service, the Escambia County Board of Commissioners hereby pays homage to the courage of our veterans who fought in the Koreas and to those who died there or whose fate is still unknown.

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

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

Section 2. That the Escambia County Board of County Commissioners urges the Florida Legislature to proclaim July 27 as the annual Korean War Veterans' Armistice Day for the State of Florida, and to instruct all state departments, agencies, interested groups, organizations, and individuals to fly the United States flag at half-mast, and to also fly the official



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2823

County Administrator's Report 14. 19.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/28/2012

Issue: Northwest Florida Big Bend Health Council/Appointment/ Reappointments

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments/Appointment to the Northwest Florida Big Bend Health Council - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning reappointments/appointment to the Northwest Florida Big Bend Health Council, as requested by its Executive Director, R. Michael Hill:

A. Amend the Board's action of May 17, 2012, to waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and extend the reappointments of the following five members for an additional two-year term, effective October 1, 2012, through September 30, 2014:

1. Denise Adams (Provider);
2. Dr. John Lanza (Provider);
3. Vivian Krumel, RN, (Purchaser);
4. Hong Dang, MBA, MA, (Purchaser); and
5. Don Turner (Consumer); and

B. Appoint Catherine Kelly (Consumer) effective, June 28, 2012, through September 30, 2014, to replace Marshall W. McLeod, Ed.D., who resigned.

BACKGROUND:

In a letter dated March 12, 2012, (postmarked May 25, 2012), Mr. R. Michael Hill, Executive Director, Northwest Florida Big Bend Health Council (NWFBBHC), requested that the Board of County Commissioners extend the reappoint of the first five individuals listed above for an additional term through September 30, 2014. Mr. Hill also asked the Board to appoint Catherine Kelly to fill the position vacated by Marshall W. McLeod, Ed.D.

Mr. Hill stated that due to the late date of this request, the Council requested that the appointees' terms be approved to include an additional term that would remain effective until October 2014.

Staff had made numerous attempts via telephone/email to to contact Mr. Hill's office prior to the September 2010, expiration of the terms of the NWFBBHC appointees. Mr. Hill's Assistant

provided an electronic copy of a letter dated October 25, 2011, concerning the expired terms of the NWFBBHC. There was no record of County Administration receiving that letter.

Based on the October 25, 2011, letter from Mr. Hill, the Board at its meeting held May 17, 2012, approved staff's recommendation to reappoint the five existing members retroactive from October 1, 2010, through September 30, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mike Hill Letter-Resume March 12, 2012

Mike Hill Letter

Resumes-Resignation Letter



HEALTH COUNCILS
NORTHWEST FLORIDA • BIG BEND

Wilson B. Robertson
Escambia County Commission
221 Palafox Place
Pensacola, Florida 32502

March 12, 2012

Dear Chairman Robertson:

By law, the Northwest Florida health Council was established to assist the state and county governments in planning for health facilities and services. Additionally, councils serve as a health data repository and provide assistance to communities seeking improved health care for their citizens.

The state's eleven health planning districts are each required to organize a health council to assist in the planning process. Each council is comprised of members 18 years of age or older appointed by the county commissions in each district. Council members represent health services providers, health care purchasers, health services consumers, and the elderly.

Escambia County is represented on the Council by six commission appointees who serve a term of two years. The term begins on October 1 of the appointment year. Council members may be re-appointed to serve additional terms pursuant to county commission policy.

The following appointees term expired; September 30, 2010.

Denise Adams
Hong Dang

Dr. John Lanza
Don Turner

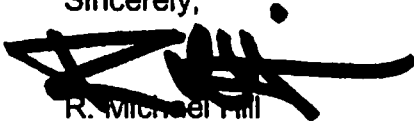
Vivian Krumel

Denise Adams, Dr. John Lanza, Vivian Krumel, Hong Dang, and Don Turner have expressed a desire to be re-appointed and it is the Council's request that they be re-appointed for another term. The Council requests that the re-appointments be retroactive to reflect September 30, 2010 as the date the re-appointment is effective. Due to the late date of this request, the Council also requests that the appointee's terms be approved to include an additional term that would remain effective until October 2014.

In addition the Council requests that Catherine Kelly be appointed to the NWFLHC Board of Directors. Mrs. Kelly's employment summary has been included with this letter.

It is requested that the Escambia County Commission concur in my recommendation and grant my request. Please inform me of the Commission's decision as soon as possible. If you wish to discuss the matter with me, I can be reached at (850) 872-4128.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Michael Hill", with a long horizontal stroke extending to the right.

R. Michael Hill
Executive Director

Career Summary

Catherine A. Kelly

Florida Blue Center Director

1680 Airport Blvd.

Pensacola, Florida 32504

850.207.9143

Catherine.kelly@bcbsfl.com

Catherine Kelly is the Director of the Florida Blue Center in Pensacola, an inviting place where Blue Cross and Blue Shield of Florida members, prospective members and the community can go to get answers to complex health care questions. Over a career with Florida Blue of more than 25 years, Kelly has launched numerous innovative initiatives and successfully managed many organizational disciplines, including human resources, public affairs, business development, community relations, advertising and marketing communications. Business initiatives launched by Kelly have been recognized for Outstanding Corporate Social Responsibility by the American Association of Colleges of Nursing (2007), the state of Florida Workforce Development Board (2006) and the American Business Awards (2006).

Throughout her career, Kelly has been an active community volunteer in Pensacola and statewide. She is a former member of the Board of Trustees of the University of West Florida (UWF) and currently serves on the UWF Health Sciences Advisory Committee. She is a member of the Five Flags Rotary of Pensacola. She serves as the Chairman of the Board of the Florida State College System Foundation. In her philanthropic and volunteer roles, Kelly has been instrumental in raising awareness statewide of the need for nurses and allied health professionals and in forging partnerships to increase educational and career opportunities for nurses.

Kelly holds a Bachelor of Science in Journalism from the University of Kansas and a Master of Arts in Communication from Michigan State University. She received certificates in executive education from Northwestern University Kellogg School of Business and the University of Michigan Business School. She is appointed by BCBSFL as a licensed agent in health, life and annuities.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6-7. Approval of Two Consent Agenda Items – Continued



7. Taking the following action concerning reappointments to the Northwest Florida Big Bend Health Council, as requested by R. Michael Hill, Executive Director:

- A. Waiving the Board's Policy, Section I, Part B. 1. (D), Appointment Policy and Procedures, and reappointing the following three members to another two-year term, effective October 1, 2010, through September 30, 2012:
 - (1) Denise Adams (Provider)
 - (2) Dr. John Lanza (Provider)
 - (3) Vivian Krumel, RN (Purchaser)
- B. Reappointing Hong Dang, MBA, MA, Strategic Planning Manager, Baptist Health Care (Purchaser), for a two-year term, effective October 1, 2010, through September 30, 2012;
- C. Reappointing Don Turner, Executive Director, Escambia Community Clinics, Inc. (Consumer), for another two-year term, effective October 1, 2010, through September 30, 2012; and
- D. Accepting, for the Board's Record, the resignation of Dr. Marshall W. McLeod (Consumer), effective August 10, 2009 (currently, a recommendation has not been made to fill Dr. McLeod's position).

For Information: The Board heard Commissioner Robinson disclose that Baptist Health Care is his client; however, because Hong Dang and Don Turner serve in unpaid advisory positions, he is not precluded from voting on this issue.

8. Scheduling of a Public Hearing ▶

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving to delay, for 30 days, the scheduling of a Public Hearing to consider (*adopting an Ordinance*) repealing Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions.



HEALTH COUNCILS
NORTHWEST FLORIDA • BIG BEND

431 OAK AVENUE
PANAMA CITY • FLORIDA • 32401

PENSACOLA FL 325

25 MAY 2012



UNITED STATES POSTAGE



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\$000.45⁰⁰

Shirley Dafford, Program Coordinator
County Administration Office
221 Palafox Place, Suite 420
P.O. Box 1591
Pensacola, FL 32591-1591





Gene Valentino, Chairman
Escambia County Commission
221 Palafox Place
Pensacola, Florida 32502

October 25, 2011

Dear Chairman Valentino:

By law, the Northwest Florida health Council was established to assist the state and county governments in planning for health facilities and services. Additionally, councils serve as a health data repository and provide assistance to communities seeking improved health care for their citizens.

The state's eleven health planning districts are each required to organize a health council to assist in the planning process. Each council is comprised of members 18 years of age or older appointed by the county commissions in each district. Council members represent health services providers, health care purchasers, health services consumers, and the elderly.

Escambia County is represented on the Council by six commission appointees who serve a term of two years. The term begins on October 1 of the appointment year. Council members may be re-appointed to serve additional terms pursuant to county commission policy.

The following appointees term expired; September 30, 2010.

Denise Adams	Dr. John Lanza	Vivian Krumel
Hong Dang	Don Turner	

Denise Adams, Dr. John Lanza, Vivian Krumel, Hong Dang, and Don Turner have expressed a desire to be re-appointed and it is the Council's request that they be re-appointed for another term. The Council also requests that the re-appointments be retroactive to reflect September 30, 2010 as the date the re-appointment is effective.

It is requested that the Escambia County Commission concur in my recommendation and grant my request. Please inform me of the Commission's decision as soon as possible. If you wish to discuss the matter with me, I can be reached at (850) 872-4128.

Sincerely,

R. Michael Hill
Executive Director

DENISE ADAMS

3053 Blue Star Ave. • Pensacola, FL 32514 • dennie4u@bellsouth.net
850-501-0189 (cell) • 850-494-9806 (home) • 850-416-7041 (work)

SACRED HEART HOSPITAL, PLANNING, RESEARCH ANALYST *Strategic Planning / Market Research Analyst / Healthcare Liaison*

Focused and stable, planning analyst with a 25 year record of healthcare system hands-on involvement in decision-making via presentations and trend analyses demonstrated by success in providing successful strategies in highly competitive markets. Able to keep constant attention and reach goals during high stress projects and performance deadlines. Concentrates in building new business, securing customer loyalty and forging strong relationships with internal and external healthcare partners.

PROFESSIONAL EXPERIENCE

Planning, Research Analyst, 1994 – CURRENT (12 years) Sacred Heart Health System, Pensacola

The Research Analyst supports the Senior Vice President, Strategic Services and the Planning Manager with decision support information necessary for the development of strategic, business and project plans as well as special projects (historical utilization and outcomes reports and service line feasibility reports). The position provides general support for administrative functions of the department and maintains liaison with various health system departments, outside organizations and other entities (AHCA, FHA, AHA, JCAHO, and local health council). The position requires proficient knowledge of Microsoft products (Word, Excel, Powerpoint, Access, and Internet Explorer), internal software (AS400 and Client Access), and department specific software (Maptitude, MapInfo Professional, NRC's Patient Satisfaction, Press Ganey Patient Satisfaction, Solucient's The MarketPlanner Plus and Solucient's Polaris Suite) to accomplish the major presentation and reporting activities such as mapping and market trending. The Research Analyst must have an understanding of the healthcare industry, hospital finance and accounting and hospital utilization reporting. Responsible for notifying administration of proposed and current changes to healthcare law (C.O.N.) and the effect to the hospital system.

Third Party Reimbursement Technician, 1981 – 1994 (13 years) Sacred Heart Health System, Pensacola

The Third Party Reimbursement Technician assists the Director of Reimbursement and the Reimbursement Accountant with the deductions to revenue accounts. Specific responsibility of this position is to reconcile hospital Medicare settlement data to the Blue Cross intermediary's Remittance Advices (EOB's) and the yearly PS&R for the Cost Report. Other responsibilities for this position would be to monitor and report billing errors, review current and proposed reimbursement laws, assist/fill-in for Medicaid and HMO/PPO technician, special reports, and department-wide assistance on procedures and computer functions.

DENISE ADAMS

Page Two

EDUCATION & TRAINING

Accounting, (B.A.), In Process, Senior Status, University of West Florida
Business Transfer (Associates of Arts), 1979 – Pensacola Junior College
Secretarial/Clerical (Certificate of Achievement), 1977 – George Stone Voc-Tech
Academic (High School Diploma), 1977 – Escambia High School

**HEALTH-RELATED
PROJECTS & ACTIVITIES**

- Active, participating guest of the Local Health Council meetings for 12 years.
- ❖ Reference: Mike Hill, Executive Director, NW Florida Health Council, 1-800-226-4128
 - District 1 & 2 District Plans
 - Certificate of Need Preferences
 - Quarterly Hospital Statistics Submissions (SHH Pensacola & SHH Emerald Coast)
 - Emergency Room & Other Special Reports
 - Bay County FQHC Application Assistance
- Partnership for a Healthy Community
- ❖ Reference: Pat Dunn-Cole, Executive Director, PFAHC, 850-380-6735
 - BHS/SHHS Joint Project Establishment of PFAHC
 - CHOR Community Assessment 1993
 - CATCH Community Assessment 2005
 - Health Department Grant Assistance
 - HCAP Grant (BH, WF, Esc & S/R Health Depts. Joint Project)
- Volunteer Work & Other Community Projects
 - Camp Bluebird (Cancer Survivors); Reference: Joy Roche, 850-416-7043
 - Escambia Community Clinics Establishment & Grant Assistance
 - Personal: ECUA Septic Tank Abatement Program, Escambia County Zoning, and Water Drainage & Quality

Resume of
John J. Lanza, MD, PhD, MPH, FAAP

Home Address:

3990 Bentwood Lane
 Cantonment, FL 32533-9785
 (850) 494-7095
 e-mail: lanza1@bellsouth.net

Office Address:

Escambia County Health Department
 1295 West Fairfield Drive
 Pensacola, Florida 32501
 (850) 595-6657 FAX: (850) 595-6745
 Pager: (850) 839-6436 Cell Phone: (850) 528-5201
 e-mail: john_anza@doh.state.fl.us

Personal Data:

Date of Birth: August 18, 1953
 Place of Birth: San Antonio, Texas, USA
 Marital Status: Married, two children

Education:

05/96 - 05/02

University of South Florida
 College of Public Health
 Distance Learning Program
 Tampa, Florida;
 M.P.H. in Public Health Practice Program
 Special Project Title: *"An Evaluation of Specific Health Indicators
 Comparing Career and Volunteer Firefighters in Escambia County,
 Florida"*

07/85 - 06/88

Sacred Heart Children's Hospital
 Pensacola, Florida
 Intern/Resident in Pediatrics

01/83 - 06/85

Universidad Tecnológica de Santiago
 (UTESA) School of Medicine
 Santo Domingo, Dominican Republic
 Doctor of Medicine Degree

08/82 - 12/82

CIFAS University School of Medicine
 Santo Domingo, Dominican Republic

06/76 - 03/79

University of Florida
 Gainesville, Florida
 Ph.D., Medical Radiation Physics (Nuclear & Radiological Engineering)
 Dissertation Title: *"An Automated Dosimetry System for Computed
 Tomography Scanners Using Silicon P-I-n Diodes"*

06/75 - 06/76

M.S., Health Physics (Nuclear & Radiological Engineering)
 Special Project Title: *"The Health Physics Aspects of the Fusion-
 Fission Hybrid Reactor"*

09/73 - 06/75

B.S., Electrical Engineering (Bio-medical)

06/71 - 06/73

Brevard Community College
 Cocoa, Florida, A.A., Pre-engineering

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

Faculty Appointments:

12/03 - Present **Florida State University – Tallahassee, Florida**
College of Medicine
 Department of Clinical Sciences
Faculty of Obstetrics and Gynecology
Clinical Assistant

12/00 - Present **University of West Florida – Pensacola, Florida**
College of Professional Studies
 Division of Health, Leisure & Exercise Sciences
Adjunct Instructor

12/00 – Present **College of Arts & Sciences**
 Center for Environmental Diagnostics and Bioremediation
Faculty Associate

12/00 – Present **College of Arts & Sciences**
 Department of Biology
Faculty Associate

08/97 - Present **University of Florida - Gainesville, Florida**
Department of Operative Dentistry
 Division of Public Health Services and Research
Courtesy Clinical Associate Professor

03/79 – 06/79 **Department of Nuclear Engineering Sciences**
Adjunct Assistant Research Professor

Employment Data

05/96 - Present **State of Florida, Department of Health**
Escambia County Health Department
 Pensacola, Florida
 County Health Department Director

02/96 - 05/96 Acting Public Health Director

09/95 - 02/96 Deputy Health Director

04/94 – 10/99 Clinical Services Director

08/93 - 05/96 Senior Physician

04/93 - 07/93 **Lakeland Regional Medical Center**
 Lakeland, Florida
 Pediatric Emergency Physician

08/88 - 02/93 **Pediatrician's Care Unit**
 Longwood, Florida
 Private Pediatric Practice

07/85 - 06/88 **Sacred Heart Children's Hospital**
 Pensacola, Florida
 Pediatric Resident

02/81 - 08/82 **Naval Sea Systems Command**
 Nuclear Engineer
 NAVSEA-8444- Naval Nuclear Weapons Radiological Controls Program
 Washington, D.C.

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

06/79 - 02/81 **Naval Surface Weapons Center –**
Research Physicist
NSWC-R41 – Director, Naval Nuclear Weapons
Low-Level Radiation Exposure Study
Silver Springs, MD

06/72 - 01/75 **Wuesthoff Memorial Hospital**
Rockledge, Florida (full and part-time)
Nursing Assistant, Psychiatric Technician, Lab Technician

06/71 - 09/72 **Cocoa/Rockledge Country Club**
Rockledge, Florida
Assistant Chef

Professional Memberships:

American Medical Association
 Diplomate, American Board of Pediatrics
 Escambia County Medical Society - President; Chair-We Care/Indigent Care Committee; Member – Disaster Preparedness Committee; Member – Nominating Committee
 Fellow, American Academy of Pediatrics
 Florida Association of County Health Officers
 Florida Medical Association, Delegate to House of Delegates
 Chair – Council on Public Health; Member-Section on Minority Health Care; Member-Section on Environment & Health
 Florida Public Health Association, Co-Chair-Section on Public Health Physicians
 Florida Preventive Medicine Association
 Health Physics Society
 National Association of County & City Health Officials

Medical Licenses:

Florida (1987); Pennsylvania (1987)

Board Certification:

Pediatrics (1989; re-certified 2003)

Other:

Chief Judges Children's Council (1st Circuit), Board of Directors
 Dr. Ruby J. Gainer School for Reaching Your Dreams – Board of Directors
 Escambia County Healthy Start Coalition – Chairperson
 Escambia County School Readiness Coalition - Board Member
 Medical Advisory Committee for Hospice of Northwest Florida - Member
 Northwest Florida Health Council - Board of Directors
 Advisory Council, University of South Florida College of Public Health - Member
 Florida Pediatric Advocacy Network - Member
 Partnership for a Healthy Community - Board of Directors
 Partnership for Environmental Research and Community Health – co-Founder
 Florida School Health Advisory Council - Member
 University of West Florida, Division of Health & Life Science Advisory Board – Member

Florida Department of Law Enforcement, Northwest Florida Domestic Security Task Force, Health and Medical – Co-Chairman Health; Medical, Hospital, EMS Committee of State Working Group on Domestic Preparedness, Radiological Emergency Sub-Committee-Chairperson
Residency Advisory Committee, U.S. Navy Aerospace Medicine Residency Program, Naval Air Station Pensacola – Member
Access Escambia – Board Member
Solutia Corp., Environmental Advisory Board – Member
Florida Emergency Medicine Foundation, Review Board for Speaker's Bureau, Weapons of Mass Destruction, All Hazards - Member

Awards:

2000, 1000 Friends of Florida Award (Septic-Sewer Program)
2001, Legal Environmental Assistance Foundation (LEAF) (Environmental Advocacy)
2003, Florida Department of Health, Secretary's Special Recognition Award (Domestic Security Health Team)
2004, Pensacola Area Commitment to Excellence Professional of the Year Award

Interests:

Home Remodeling, Computers, Automotive Restoration, Flying, Amateur Radio, Investments

JOE Q (B) 850-872-4131

Vivian Krumel, RN
3298 Summit Blvd. Ste 33
Pensacola FL 32503
850-434-6168

RN for the past 45 years.
Graduated from Holy Family School of Nursing, Manitowoc, WI

Current:

Owner and president of Professional Health Examiners for 19 Years

Alzheimers Family Services-Northwest Florida-President Member for 21 Years

State of Florida Health Planning Council Member for 22 Years

Board Member of American Cancer Society Member for 31 Years
Past President twice Currently on the state Board

Alzheimers Disease Initiative Member for 12 Years
(Governor Appointee to state task force)

Administrator of Upjohn Healthcare Services for 8 Years

Labor and Delivery room nurse at Baptist Hospital for 14 Years

Psychiatric Nurse at the University Hospital of Wisconsin for 3 Years

Active in St. Paul's Catholic Church, reader, past organist, choir member and Women's Society President.

Active member of Life Underwriters and Health Underwriters.

Member of Escambia Coalition Against Tobacco; conducted the first "Quit Smoking" class and first Prostate Screening for the ACS; has coordinated & participated in numerous health fairs and education programs.

Hong Dang

4011 Maltese Way
Pensacola, FL 32506

Cell: (850) 525-3510
Email: Hong.Dang@bhcpns.org

Professional Experience:

- Baptist Health Care - Corporate** *Strategic Planning Manager* 01/08 – Current
- Assists in the Strategic Planning Process for Baptist Health Care
 - Assists in ad hoc projects relating to business development and growth
 - Conducts market area analysis using demographic data, socioeconomic indicators, and utilization rates
 - Serves on the Strategic Measurement Team (*Team makes recommendation of system core goals and strategies*)
 - Assists in managing financial performance for the Strategic Planning Department and Corporate Administration
 - Manages the survey completion process for the organization
- Baptist Health Care - Leadership Institute** *Performance Improvement Manager* 05/07 – 01/08
- Mentored and supported Research Analyst
 - Managed the patient satisfaction and cultural excellence scorecard improvement process for 30+ client facilities; Monitored and reported results on a quarterly and semi-annual basis
 - Provided client coaching and consulting support specific to patient experience and creating a high performing organization
 - Developed performance analysis reports and assisted clients with goal setting
 - Researched industry trends and developed performance improvement tools and services to position firm as an industry expert
 - Maintained and updated database of best practices for improvement of the customer experience
 - Evaluated client performance data for inclusion in the Cultural Excellence Assessment reports
- Baptist Health Care - Leadership Institute** *Performance Improvement & Research Analyst* 06/05 – 05/07
- Developed monthly and quarterly patient satisfaction analyses
 - Managed the collection of organizational performance and patient satisfaction data from clients
 - Assisted with the administration and analysis of surveys using various tools and software
 - Managed and ensured efficiency of firm's knowledge database (resource center)
 - Participated in Return On Investment research initiative
- Florida Sterling Council** *Governor's Sterling Award (GSA) Examiner* 2006 - 2007
- Reviewed and evaluated three GSA applications for strengths and opportunities
 - Conducted an on-site evaluation with a team of seven to verify and clarify strengths and opportunities for improvement
 - Attended extensive examiners' training in preparation for examination process
- University of West Florida** *Graduate Student* Spring 2006
- Planned, promoted, and hosted Caregivers' Day Out to increase the awareness of the Alzheimer's disease and the support services available in Escambia County, Florida
 - Researched market statistical data to support the purpose of the event
 - Evaluated the event with the development of a qualitative and quantitative paper-based survey
- Baptist Health Care - Leadership Institute** *Coordinator* 12/04 – 05/05
- Developed an efficient management system for the consulting firm's resource sales process (sales, billing, and shipping)
 - Assisted in the redesigning of online sales process which enhanced the customers' buying experience
- L&M Car Rental, Orlando, FL** *MIS/Marketing Intern* 01/04 – 08/04
- Established and monitored 5+ business-to-business relationship of the

Hong Dang

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Pensacola, FL 32506

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company.

- Effectively negotiated with partners which increased the number of benefits offered to consumers by 15%.

Calro Nightclub, Orlando, FL *Event Coordinator* 11/02 – 01/04

- Planned and promoted a successful event that brought in 600+ people through mass advertisement and project management.
- Successful implementation of the budget by closely monitoring the account payables and account receivables records.

Pensacola Motorsports, Pensacola, FL *General Manager Assistant* 03/01 – 07/02

- Decreased 25% of account receivables in the service department by consistently monitoring and evaluating debts owed to the company.
- Managed accounts receivable of the marketing department to ensure full payment of all co-op advertisements.

Golden Dollar Market, Pensacola, FL *Assistant Manager* 07/00 – 12/00

- Increased company revenue by 25% through conducting extensive research to find quality products and profitable prices and successfully negotiating with outside vendors.
- Developed effective marketing strategies which increased repeat sales by introduction of new products and arrangement of in-store displays.

Joe Patti Seafood, Pensacola, FL *Sales Clerk* 11/98 – 06/00

- Demonstrated superior customer service skills in product knowledge, customer needs, and added value selling techniques consistently resulting in top 1% of sales force.
- Trained 10+ new employees with the proper sales skills which increased productivity rate by 50%.

Volunteer: Baptist Hospital Measurement Team – Leader 07/06 – 04/08

- Lead a team of 7
- Managed the team's activities to support the goals of the organization
- Actively pursued initiatives to improve the processes of the team and/or the organization
- Educated staff and leaders regarding the importance of measuring satisfaction by presenting at ServU and New Leaders' Orientation – Quest
- Provided support to Unit 4 East Leader in an initiative to improve patient satisfaction by developing a "Response to Concerns/Complaints" Campaign

Malcolm Baldrige - Performance Excellence Team: Category 7 – Member 2008

Ad Hoc

- Served on the Baptist Hospital Strike Team Committee (Provided recommendations to improve the five pillars (People, Service, Quality, Financial, Growth) at Baptist Hospital)
- Served on the Baptist Health Care Young Professionals Committee (Provided leadership team with recommendations to engage young professionals in the organization.)
- Provided assistance with the American Heart Association Fund Raising initiatives at Baptist Health Care

Education: Masters of Business Administration (MBA) 05/06
Concentration: Health Care Administration
University of West Florida, Pensacola, FL

Masters of Arts (MA) 05/06
Concentration: Health Care Leadership
Certification: Human Performance Improvement (*Change management, organizational development, effective evaluation of processes, and tool development*)

Hong Dang

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Pensacola, FL 32506

Cell: (850) 525-3510
Email: Hong.Dang@bhcpns.org

University of West Florida, Pensacola, FL

Bachelors of Science in Business Administration

08/04

Major: Management Information Systems, Minor: Marketing

University of Central Florida, Orlando, FL

Major 3.4/4.0 GPA

Computer

Skills:

Microsoft (Word, Excel, PowerPoint, Access), Thomson Healthcare – Market Expert,
Email (Lotus Notes, Yahoo), Adobe Acrobat Professional 7.0, ACT!, DesignPro,
SPSS Text, Survey Tracker, Trendstar, Horizon Business Intelligence

Other Skills:

Teampayer, Analytical, Written and verbal communicator, Project management,
Leadership, Change agent, Presentation, Research driven, Visionary,
Results oriented, Time management

Professional

Affiliations:

American College of Healthcare Executives (ACHE), Society for Healthcare Strategy
and Market Development (SHPDA), Pensacola Young Professionals (PYP)

Escambia Community Clinics, Inc.
2200 N. Palafox Street
Pensacola, Florida 32501
(A Federally Qualified Health Center)

Phone: (850) 436-4630
E-mail: dturner@ecc-clinic.org

Don R. Turner

Executive Director

Experience

Executive Director

Escambia Community Clinics, Inc.
Pensacola, Florida 32501
9/2007 - Present

Fully responsible for all levels of medical and administrative management of a ten provider primary health care, Federally Qualified Health Center, serving more than 15,000 Escambia County citizens and providing more than 35,000 outpatient visits annually. Report to an independent board of directors consisting of Clinic users, community business leaders and senior executives from area hospitals.

Administrator

Escambia Community Clinics, Inc.
Pensacola, Florida 32501
7/1993 to 9/2007

Prior to receiving Federally Qualified Health Center status in September 2007, served as (founding) Administrator of a joint venture between Baptist Health Care and Sacred Heart Health System serving the needs of the poor and medically needy citizens of Escambia County. Fully responsible for all medical and administrative activities. Report to a board of directors consisting of senior executives from Baptist Health Care and Sacred Heart Health System.

Director, Medical Research

Medical Education and Research Corporation
Pensacola, Florida 32514
7/1992 to 7/1993

Responsible for the direction and management of a company engaged in pharmaceutical and medical device research generating gross revenues of more than \$1,000K annually. Responsibilities included financial management, personnel management, implementing business strategies and meeting medical, ethical and legal requirements in conducting research on human subjects.

Chief Financial Officer
Naval Hospital
Pensacola, Florida
5/1988 to 7/1992

As a Lieutenant Commander, Medical Service Corps, United States Navy served as the CFO of a 204 bed military health care facility. Fully responsible for all levels of financial management of a \$40M budget, including financial planning, budgeting, programming and execution of public funds.

Medical Service Corps Officer
Various Medical and Dental Facilities
Department of the Navy
5/1978 to 5/1988

Synopsis: During military active duty (Ensign through Lieutenant Commander), served in various positions of medical and financial management for the Department of the Navy which included hospitals, stand alone medical clinics, and as a member of the Department of the Navy Medical Inspection Team.

Naval Hospital Corpsman
Various Medical Facilities
Department of the Navy
2/1968 to 5/1978

Synopsis: During enlisted military career (Hospital Corpsman, E-3 to Chief Hospital Corpsman, HMC) served in numerous medical and administrative positions with the United States Navy (shipboard) and the United States Marine Corps (deployed abroad).

Education

B.S., Health Care Administration, Southern Illinois University, Carbondale, Illinois

Graduate Level Certificate, Naval Medical Finance, Naval School of Health Sciences, Washington, DC

Other

Retired Military Officer - Lieutenant Commander, Medical Service Corps, United States Navy
1968 – 1992

Personal

Married (39 yrs) – wife Cathy, sons Chad 37, Brian 34
Member Cokesbury UMC

MARSHALL W. MCLEOD
4140 STRINGFIELD ROAD
PENSACOLA, FLORIDA 32503

August 10, 2009

Dear Mr. McLaughlin:

Because I am relocating
out of the area in
October, it is necessary
for me to resign my
appointment on the
Northwest Florida Big Bend
Health Council.

Best wishes
Marshall W. McLeod

RECEIVED

AUG 12 2009

County Administrator's Office



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2800

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation

From: Catherine A. White

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG County-wide-State Solicitation for the following projects:

A. Approve the following Subgrant Applications to be submitted for funding under the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 23 drug offenders. The amount of the Grant request is \$81,371;
2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance officer and public safety by purchasing a video surveillance system and electronic access equipment for the Century Instructional Site. The amount of the Grant request is \$20,000; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Applications, acceptance documents, amendments, and request for payment or other related documents as may be required.

BACKGROUND:

In accordance with the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation guidelines, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on April 25, 2012.

BUDGETARY IMPACT:

The funds are made available through the Federal Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization to execute grant documents.

IMPLEMENTATION/COORDINATION:

Coordination has occurred with all related agencies.

Attachments

Drug Court FY12 Byrne Grant

PSC FY12 Byrne Grant

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Wilson Robertson

Title: Chairman

Address: 221 Palafox Place
Suite 400

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4910 **Ext:**

Fax: 850-595-0478

Email: district1@co.escamiba.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
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: First Judicial Circuit

County: Escambia

Chief Official

Name: Robin Wright

Title: Court Administrator

Address: 100 West Maxwell Street

City: Pensacola

State: FL **Zip:** 32501-1719

Phone: 850-595-3055 **Ext:**

Fax: 850-595-3059

Email: robin_wright@co.escambia.fl.us

Project Director

Name: Catherine White

Title: Drug Court Manager

Address: Court Administration
100 West Maxwell Street

City: Pensacola

State: FL **Zip:** 32501

Phone: 850-595-3055 **Ext:**

Fax: 850-595-3059

Email: cathy.white@flcourts1.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: DRUG COURT TREATMENT SERVICES
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: First Judicial Circuit
Project Start Date: 10/1/2012 **End Date:** 9/30/2013

Problem Identification

Drug-related criminal cases have imposed an enormous burden on court systems. According to the FBI "Crime in the United States 2010" report, "Nationwide law enforcement made an estimated 13,120,947 arrests." The highest percentage of those arrests (31%) were for drug abuse violations, DUI, and larceny-theft. Substance abusing offenders present a challenge to the criminal justice system not just because of their volume, but also because of the interrelated nature of addiction and criminal behavior. Illegal drug use by offenders appears to increase their criminal behavior. Many addicts commit crimes to support their substance abuse habit, while for others, substance abuse reflects more pervasive criminal values and an established criminal lifestyle. Without access to substance abuse treatment, these offenders are likely to continue use and/or relapse and return to criminal activity following release from custody.

Federal, state, and local responses to the drug epidemic have focused on enhanced enforcement and incarceration. These efforts have failed to significantly reduce illegal drug availability or use. At the same time, the costs of jail and prison construction have risen, while drug involved offenders have continued to use and/or relapse and return to criminal activities. According to the Florida Department of Corrections' inmate statistics report 2010-2011, there were 75,018 offenders sentenced to prison. Of those offenders, 34.9% were drug offenders and 21.6% were theft, forgery, and fraud offenders. Statistics show an increase in the number of theft, forgery, and fraud offenders of .5% and show a slight decrease in the number of drug offenders of .1%.

The Escambia County Drug Court Program is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. The primary goal of the Drug Court Program is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources, such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

the basis to build upon to become a productive member of our community.

Problem Description

The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. This grant would enable 23 participants to receive treatment services in Escambia County.

Problem Significance

As stated by the US Census Bureau, Escambia County has a land area of 656.46 square miles and a population of 297,619. In calendar year 2010, there were 20,945 total arrest reports for new statutory violations and probation violations. In the State of Florida, statistics show that over 61% of persons arrested are either under the influence of, or have committed the crime to gain access to, drugs and/or alcohol.

Treatment services are an essential part of the Drug Court Program. Through the treatment process, there are several forms of treatment the offenders receive, which include individualized intake and assessment; intensive outpatient treatment; residential treatment; psycho educational groups; self-help groups; and ancillary treatment tools, such as life skills training and stress management techniques. In addition to drug and alcohol related treatment, offenders are given individual and family counseling to deal with underlying issues of mental illnesses, depression and/or childhood abuse, which could have caused the offender to abuse illegal substances.

Need Assessment

Due to significant budget cuts in the State of Florida, drug court funding has been significantly reduced. Without sufficient treatment funds available to fund the Escambia County Drug Court Program, it will be impossible to provide the current level of treatment for offenders in Escambia County. This will cause an increase in the number of inmates currently in the Escambia County Jail. Approximately 90% of the offenders who enter the Drug Court Program are incarcerated prior to entering the program and were awaiting disposition of their cases. By entering the Drug Court Program, these offenders are released from jail which immediately eliminated the cost of housing the inmate.

The initial review of an offender's case is conducted by the Assistant State Attorney. The criminal history is reviewed to determine whether the offender meets the criteria established for entry into the Drug Court Program. If the criteria are met, the offender is transported to the judicial center for appearance in Drug Court.

Defendants charged with the following offenses are eligible for the program: Possession of Controlled Substances; Purchase of Controlled Substances; Manufacture of Controlled Substances; Prescription Forgery; and Introduction of Contraband into Detention Facility.

The following offenses may be considered for admission into drug court if it appears that the causal factor involved is a drug addiction and restitution is recoverable at some point in the foreseeable future: Theft; Forgery; Uttering Forgeries; Worthless Checks; Burglary; and Dealing in Stolen Property. Wherever practicable, victim approval for admission must be obtained.

Project Summary (Scope of Work)

Defendants will be allowed admission to Drug Court upon entry of a plea to the instant charges and, as a condition of probation, successfully complete the Drug Court Program.

Application Ref # 2013-JAGC-1844

Section #2 Page 2 of 6

Contract -JAGC-ESCA- - -

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Upon acceptance, clients participate in an intake process consisting of the collection of identifying data, determination of financial status, and signature of a consent for treatment. In addition, each client participates in a clinical assessment consisting of a psychosocial and psychiatric assessment, alcohol/drug use history, development of initial treatment plan, review of the program schedule, documentation and follow-up. A medical history checklist is created/reviewed and a referral for a physical and/or psychological appointment is made, if needed.

The Florida DOC has assigned three probation officers who work in conjunction with the treatment agency and the offender. A monthly home study is conducted and regular office visits and urinalysis occur. The focus of the probation officer is on the vocational, educational and employment component of treatment. The probation officer and the court liaison for treatment serve as case managers for the offender.

Goals and Objectives

The mission of the Drug Court Program is to reduce substance abuse and criminal behaviors by providing opportunities and linkages to county resources to help clients lead healthy, productive lives, resulting in stronger families and increased public safety. In order to accomplish this mission, the following goals and objectives have been identified:

- * Provide 23 offenders with psychosocial assessments during the grant period.
- * Provide 23 offenders with substance abuse treatment services during the grant period.
- * Provide 23 offenders with rehabilitation services during the grant period.
- * Estimate 16 offenders will successfully complete the Drug Court Program during the grant period.

The achievement of these goals will be measured using interviews, arrest records, and court records.

Treatment and Prevention Project Service Provider:

The service provider is Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 West Lakeview Avenue, Pensacola, Florida 32501.

Immediately after the intake appointment, the client begins attending the treatment program. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment. HIV testing and medical care are provided upon request of the client and through referrals. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis testing results, and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 3 months of intensive outpatient treatment using the Matrix model of recovery. Services include a minimum of 3 hours of treatment, which includes early recovery, relapse prevention, and abstinence and maintenance, at least 4 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are employed. Treatment further

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Phase II: Approximately 3-4 months of moderately intensive outpatient treatment. Services include a minimum of 3 hours of treatment, which includes relapse prevention and abstinence and maintenance, at least 3 days per week. Treatment further includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 2 hours of treatment, which includes abstinence and maintenance, at least 2 day per week. Treatment further includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Throughout the year the individual is given status call court dates for the judge to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, Phase II once every other week, and Phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if warranted. It further provides the client with a sense of continuity and identification within the program. Rather than feeling "lost in the system," the client becomes aware that the judge knows of, and has an interest in, his/her situation. This aspect allows the courtroom to become a therapeutic environment for the clients.

Consistent positive urinalysis and/or nonattendance of treatment sessions could result in the offender's incarceration in jail. Once released from jail, the offender will resume their participation in treatment.

The Drug Court Program offers the offender the opportunity not only to participate in an intensive treatment program, but provides the opportunity to receive vocational and educational training. It is our goal that the offenders remain drug free and become productive members of the community. It is our hope that this project permanently interrupts the cycle of criminal activity, arrest, prosecution, conviction, incarceration, and violence on the part of the offender.

Cooperating and Participating Agencies:

The Escambia County Drug Court Program is a partnership between the Court, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc.

Project Activities/Administration:

The offender is arrested and referred to the Escambia County Drug Court Program. The state attorney and judge review the case for approval of eligibility. The public defender meets with the offender to review legal issues. A plea is accepted, and the offender is referred to treatment for an assessment.

Upon acceptance, the offender immediately begins treatment. During each phase of treatment, the offender is required to attend treatment, court sessions, Twelve Step support group meetings, and report to the probation office or community control office.

Upon successful completion of the program, the state attorney and probation officer

Application for Funding Assistance

Florida Department of Law Enforcement
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recommend the offender for graduation from the Drug Court Program. All offenders must be approved by the judge in order to schedule a graduation date. At graduation, a key chain and completion certificate are presented by the judge to the offender.

Target Groups, Clients, and Participants:

Offenders receiving substance abuse treatment services will be offenders who have committed a drug related crime. The offenders could be charged with purchase, possession, or manufacturing of a controlled substance, prescription forgery, introduction of contraband, theft, forgery, uttering forgeries, worthless checks, burglary, and dealing in stolen property. Violation of probation cases is accepted.

Project Results:

Successful completion of the offender in remaining drug-free for 90 days prior to their completion of the program.

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Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

Activity Description

Activity: Assessment
Target Group: Drug Offenders
Geographic Area: Urban
Location Type: Other

Activity Description

Activity: Drug Court
Target Group: Drug Offenders
Geographic Area: Urban
Location Type: Courthouse

Activity Description

Activity: Drug Prevention Education
Target Group: Drug Offenders
Geographic Area: Urban
Location Type: Other

Activity Description

Activity: Drug Testing
Target Group: Drug Offenders
Geographic Area: Urban
Location Type: Other

Activity Description

Activity: Group Therapy
Target Group: Drug Offenders
Geographic Area: Urban
Location Type: Other

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Section 3: Performance

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: The clients will have been linked with a local educational/vocational facility should they desire to obtain their GED and/or higher education. The clients will have been given the tools, resources, and abilities to lead a healthy, productive, drug-free lives, resulting in stronger families, increased public safety, and lower crime rate.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: Yes

State Purpose Area: DT - Drug Treatment: clinical assessment; residential; day/night treatment with community; outpatient group, individual, intensive, or detoxification; addiction receiving facility; substance abuse detox. (residential); in-home counseling; and aftercare.

Activity Description

Activity: Drug Treatment

Target Group: Drug Treatment

Geographic Area: Urban

Location Type: Other

Objectives and Measures

Objective: DT1 - Report on JAG funding allocated for providing drug treatment

Measure: Part 1

How much JAG funding has been allocated for providing drug treatment? Please report in dollars (\$).

Goal: \$80,500

Objective: DT2 - Provide a drug treatment program

Measure: Part 1

Will your program admit any participants to drug treatment programs?

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Justice Assistance Grant - County-wide

Section 3: Performance

Goal: Yes

Measure: Part 2

How many participants will be enrolled in the drug treatment program during the reporting period?

Goal: 75

Measure: Part 3

How many NEW participants will be admitted to the drug treatment program?

Goal: 23

Objective: DT3 - Implement an evidence-based program or practice in a drug treatment program

Measure: Part 1

How many JAG-funded drug treatment programs will implement an evidence-based program or practice? Evidence-based programs or practices are those demonstrated by the research literature to be effective at reducing substance use (generally obtained through one or more outcome evaluations).

Goal: 1

Objective: DT5 - Provide outpatient services

Measure: Part 1

Will JAG funds be used to provide outpatient services? Services received should be based on actual attendance of participants in mandated activities.

Goal: Yes

Measure: Part 2

Enter the number of sessions for outpatient services participants will receive. To calculate this #, determine the # of outpatient service sessions that each participant will receive. Then add the # of sessions for each participant together to determine the total # of sessions. Include any participant who will receive outpatient services during the reporting period, regardless of whether that person will complete the program, exit without completion, or remain currently enrolled.

Goal: 3036

Objective: DT6 - Test participants for alcohol or illegal substances

Measure: Part 1

Of those to be enrolled in the drug treatment program for at least 90 days, please enter the number of participants who will be tested for the presence of alcohol or illegal substances.

Goal: 75

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 3. Performance

Measure: Part 2

Of those to be enrolled in the drug treatment program for at least 90 days, please enter the number of participants who will test positive for the presence of alcohol or illegal substances.

Goal: 50

Objective: DT7 - Report the number of drug treatment participants who successfully completed the program

Measure: Part 1

Please enter the number of drug treatment participants who will successfully complete all program requirements. The number entered should represent only those participants who will successfully complete all the requirements of the program.

Goal: 16

Measure: Part 2

Please enter the number of participants enrolled in a drug treatment program who will unsuccessfully complete the program. The number entered should represent only those who will fail to successfully complete the program for voluntary reasons (e.g., arrests, program violation, etc.).

Goal: 7

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Florida Department of Law Enforcement
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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: Pathway Addiction Treatment Center
6425 North Pensacola Boulevard
Building 2
Pensacola, Florida 32505-1701

Application for Funding Assistance

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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	\$80,500.00	\$0.00	\$80,500.00
Expenses	\$871.00	\$0.00	\$871.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$81,371.00	\$0.00	\$81,371.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 4: Financial (cont.)

Budget Narrative:

Contractual Services: \$80,500

A total of \$80,500 will be contracted to a treatment agency to provide substance abuse out-patient treatment, case management, court liaison services, and urinalysis. A total of 23 offenders will receive a minimum of one year of treatment services in the Drug Court Program.

The cost per treatment slot is \$3,500

Assessment - One each (includes substance abuse evaluation and intake assessment)

Treatment Services - One Unit = 4 hours of service (each slot is provided 60 units of treatment services)

Contractual Services

Assessments-23 units @ \$200/unit = \$4,600

Treatment Sessions-1,380 units @ \$55/unit = \$75,900

Expenses: \$ 871
Drug Testing Kits

Total Budget: \$81,371

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

- Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
- Answer: N/A
- Question: If benefits are to be included, are they reflected in the budget narrative?
- Answer: N/A
- Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.
- Answer: \$1,000
- Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.
- Answer: N/A
- Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
- Answer: Assessment - one per unit @ \$200/unit
Treatment Services - four hours per unit @ \$55/unit

Application for Funding Assistance

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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: _____

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: _____

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: _____

Typed Name and Title: Wilson B. Robertson, Chairman

Date: June, 2012

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Court Administration, First Circuit

Signature: Robin M. Wright

Typed Name and Title: Robin M. Wright, Court Administrator

Date: May 31, 2012

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: Court Administration, First Judicial Circuit, 100 W. Maxwell St., Pensacola, FL 32501
Grant Title: Drug Court Treatment Services Grant Number: 2013-JAGC-1844 Award Amount: \$81,371
Contact Person Name and Title: Catherine A. White, Drug Court Manager Phone Number: (850) 595-3055

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 7 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, _____ **[responsible official]**, certify that _____ **[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 _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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, Wilson B. Robertson **[responsible official]**, certify that the Escambia County Board of County Commissioners **[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: Human Resources **[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.

<u>Wilson B Robertson, Chairman</u>	Signature	<u>June</u> , 2012 Date
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ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: Court Administration, First Judicial Circuit, 100 W. Maxwell St., Pensacola, FL 32501
Grant Title: Drug Court Treatment Services Grant Number: 2013-JAGC-1844 Award Amount: \$81,371
Contact Person Name and Title: Catherine A. White, Drug Court Manager Phone Number: (850) 595-3055

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 (EEO) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO 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 EEO 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 7 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 EEO 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, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
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Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO 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 EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robin M. Wright [responsible official], certify that the Court Administration, First Judicial Circuit [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 EEO in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: Human Resources [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.

Robin M. Wright, Court Administrator
Print or type Name and Title

Robin M. Wright
Signature

May 31, 2012
Date

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant 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
Edward Byrne Memorial Justice Assistance Grant 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 4061/7

Check here If the State has elected to complete OJP Form 4061/7

**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
221 Palafox Place
Pensacola, Florida 32502

2. Project Name: Drug Court Treatment Services

3. Typed Name and Title of Authorized Representative: Wilson B. Robertson, Chairman

4. Signature: _____ 5. Date: June, 2012

**ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court**

By _____
Deputy Clerk

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court

By Deputy Clerk

Name of Subgrant Recipient:

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Wilson Robertson

Typed Title: Chairman, Escambia County Board of County Commissioners

Signature:

Telephone Number (850) 595-4910

Date: June , 2012

1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Relate this information to the approval period for your grant award. Estimate the time and cost to hire a competent replacement should the current contractor default.
4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
5. Explain any other points you believe should be covered to support your request for a sole source contract.
6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.
7. Address the Conflict of Interest Review (i.e. proposed contractor is not excluded or debarred and was not involved in development of the procurement)

NOTE:

- *If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.*
- *All the foregoing components must be addressed. Start on the next page and use continuation pages as necessary.*
- *If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.*

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Wilson Robertson

Title: Chairman

Address: 221 Palafox Place
Suite 400

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4910 **Ext:**

Fax: 850-595-0478

Email: district1@co.escamiba.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
Justice Assistance Grant - County-wide

Department Administration

Implementing Agency

Organization Name: Board of Trustees of Pensacola State College

County: Escambia

Chief Official

Name: Edward Meadows

Title: President

Address: 1000 College Boulevard

City: Pensacola

State: FL **Zip:** 32504-8910

Phone: 850-484-1700 **Ext:**

Fax: 850-484-1840

Email: emeadows@pensacolastate.edu

Project Director

Name: Hank Shirah

Title: Director of Public Safety

Address: 1000 College Boulevard

City: Pensacola

State: FL **Zip:** 32504

Phone: 850-484-2500 **Ext:**

Fax:

Email: hshirah@pensacolastate.edu

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Project Information

Project Title: ELECTRONIC SURVEILLANCE FOR PENSACOLA STATE COLLEGE'S CENTURY CENTER
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: Board of Trustees of Pensacola State College
Project Start Date: 10/1/2012 **End Date:** 9/30/2013

Problem Identification

Pensacola State College Police Department is one of three of the 28 Florida community colleges with certified and independent police department on campus.

Community college police departments must be funded out of each college's general operating budget, as determined by the Florida Legislature. Current economic constraints on the state budget do not allow for adequate funding to meet and maintain, let alone expand the capacity to address, critical security mandates on campus. Utilization of the external funding possible through this grant will allow the Pensacola State College Police Department to provide a higher level of safety for the campus community.

The use of video surveillance cameras on the new Century Instructional Site located in the north of Escambia County would allow collection of essential data necessary for both crime prevention and crime prosecution, capture necessary evidence of criminal activity, and improve officer safety and the safety to the community we serve. Grant funds would be used to purchase electronic surveillance cameras and electronic access equipment, which would make it possible to determine areas of concern, if suspects are still in an area or to determine if hostages were being held, to reduce crime, to assist in prosecution, and to improve safety for faculty, staff, students, visitors, and property.

Pensacola State College Police Department's goal is to have video surveillance cameras and electronic access equipment in the main areas of buildings on all our campuses and sites in Escambia County.

In the case of an active shooter or hostage scenario, video surveillance cameras would allow emergency response teams from outside agencies the ability to determine if suspects are still in an area or if hostages are being held.

On campus, video surveillance cameras would collect essential data, assist in providing evidence, reduce crime, and improve safety for students, faculty, staff, and property.

Video surveillance cameras used in concert with electronic access would allow for more efficient use of limited police resources, faster response to incidences, plus better monitoring of both safety and security issues.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Project Summary (Scope of Work)

Purchase of video surveillance system and electronic access equipment for the Century Instructional Site to improve officer safety and the safety to the instructional site community. Cameras, electronic access equipment and their necessary supporting equipment and installation fees, would make it possible to use smart policing techniques to obtain evidence and create essential data, as well as allowing Pensacola State College Police Department to reduce crime and to improve safety for faculty, staff, students, visitors, and property.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments
Target Group: Equipment Purchases and/or Technology Investments
Geographic Area: Urban
Location Type: University

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

Goal: \$20,000.00

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 3

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Security Systems (station or evidence room); In-car/On-person Camera Systems; Video Observation (station, community, pole cams); Undercover Surveillance Equipment (microphones, video); License Plate Readers; Vehicles; Radios; Other. If other, please specify.

Goal: Video Surveillance Cameras and Electronic Access for the Century Instructional Site

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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	\$0.00	\$0.00	\$0.00
Expenses	\$20,000.00	\$0.00	\$20,000.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$20,000.00	\$0.00	\$20,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

2013-2014 Financial Summary

Budget Narrative:

Indoor Video Security Cameras, with mounts and Hardware

5 each \$958.00 \$4,790.00

Electronic Access System to include all materials and supplies
for three door and all window at the Century Center Instructional site

1 lot \$10,208.02 \$10,208.02

Installation and Labor \$5,001.98

Total \$20,000.00

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$5,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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 duty 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: _____

Typed Name and Title: Clayton Wilder, Program Administrator

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: Escambia Board of Commissioners


Signature: _____

Typed Name and Title: Wilson B. Robertson, Chairman

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: The Board of Trustees of Pensacola State College

Signature: 

Typed Name and Title: Edward Meadows, President

Date: 6/12/12

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: The District Board of Trustees Pensacola State College, 1000 College Blvd. Pensacola, FL 32504
Grant Title: Electronic Surveillance for Pensacola State College's Century Center Grant Number: 2013-JAGC-1910
Award Amount: \$20,000
Contact Person Name and Title: Hank Shirah, Chief of Police/Director of Public Safety Phone Number: (850) 595-3055

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 7 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, _____ **[responsible official]**, certify that _____ **[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 _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
------------------------------	-----------	------

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, Wilson B. Robertson **[responsible official]**, certify that the Escambia County Board of County Commissioners **[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: Human Resources **[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.

<u>Wilson B Robertson, Chairman</u>	Signature	June , 2012
Print or type Name and Title	Signature	Date

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

CERTIFICATION FORM

Recipient Name and Address: The District Board of Trustees Pensacola State College, 1000 College Blvd. Pensacola, FL 32504

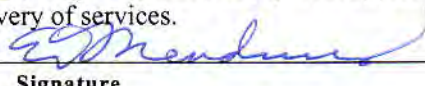
Grant Title: Edward Byrne Memorial Justice Assistance Grant Grant Number: JACG1213 Award Amount: \$20,000.00

Contact Person Name and Title: Hank Shirah, Chief of Police/Director of Public Safety Phone Number: () 850-484-2500

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 checked="" 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, Edward Meadows, President [responsible official], certify that
The District Board of Trustees of Pensacola State College [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
The District Board of Trustees of Pensacola State College [recipient] will comply with applicable Federal civil rights
laws that prohibit discrimination in employment and in the delivery of services.
Edward Meadows, President  6/12/12
Print or type Name and Title Signature Date

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, _____ [responsible official], certify that
the _____ [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: _____ [organization],
at _____ [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.

Print or type Name and Title Signature Date

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient: Escambia County Board of County Commissioners

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Wilson B. Robertson

Typed Title: Chairman, Escambia County Board of County Commissioners

Signature:

Telephone Number: (850) 595-4910

Date: June , 2012

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees:

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.

ATTEST
ERIN E. LE MAGAHA
Clerk of the Circuit Court

By
Deputy Clerk

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Section II: Required Information:

1. A description of the ADP hardware and/or software you plan to purchase, including:
 - a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows® 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a Sole Source Justification Form and attach it.

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

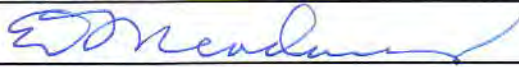
Name of Subgrant Recipient:

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official:

Typed Title: *President*

Signature:



Telephone Number: (850) 484-2500

Date:

6/12/12

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees:

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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 - a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows® 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a Sole Source Justification Form and attach it.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant 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
Edward Byrne Memorial Justice Assistance Grant 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 4061/7.

Check here If the State has elected to complete OJP Form 4061/7.

**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
221 Palafox Place
Pensacola, Florida 32502

2. Project Name: Electronic Surveillance for Pensacola State College's Century Center

3. Typed Name and Title of Authorized Representative: Wilson B. Robertson, Chairman

4. Signature: _____ 5. Date: June, 2012

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court

By _____
Deputy Clerk

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant 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
Edward Byrne Memorial Justice Assistance Grant 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 4061/7.

Check here If the State has elected to complete OJP Form 4061/7.

**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.

The District Board of Trustees Pensacola State College
1000 College Blvd. Pensacola, FL 32504

1. Grantee Name and Address: _____

2. Project Name: Electronic Surveillance for Pensacola State College's Century Center

3. Typed Name and Title of Authorized Representative: Edward Meadows, President

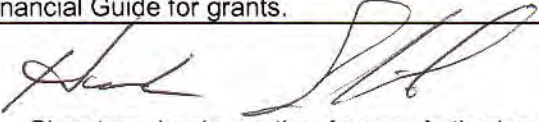
4. Signature:  5. Date: 6/12/12

CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

(To Be Completed by OCJG)	Project Title:	
Project Number:	Electronic Surveillance for Pensacola State College's Century Center	
Name of Subgrantee: Escambia County Board of Commissioners		
Name of Implementing Agency: The District Board of Trustees Pensacola State College Address: 1000 College Boulevard, Pensacola, FL 32504		
Name of Implementing Agency Authorized Official: Hank Shirah, Chief of Police/Director of Public Safety		Telephone Number: 850-484-2500
This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants.		
Date <i>6/12/12</i>	 Signature, Implementing Agency Authorized Official	
DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS		
<p>1. <u>Purchase of Services (P/S)</u>. This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.</p> <p>2. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.</p> <p>3. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly.</p>		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2718

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Supplemental Budget Amendment #166 - State of Florida, Division of
Emergency Management Grant Awards

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #166 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110) in the amount of \$205,746, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the DCA (State of Florida Department of Community Affairs) Civil Defense Grant activities and the Emergency Management Performance Grant activities in Escambia County.

BACKGROUND:

Escambia county has been awarded two FDEM grants that are being appropriated with this amendment. Agreement #13-BG-06-01-27-01-017 is a DCA Civil Defense Grant for \$105,806, and agreement #13-FG-XX-01-27-01-084 is an Emergency Management Performance Grant for \$99,940.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$205,746.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 166

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

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 two grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
DCA Civil Defense Grant 2013	110	331228	105,806
Emergency Mgmt Performance 2013	110	331266	99,940
Total			\$205,746

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Travel & Per Diem	110/330405	54001	5,000
Communications	110/330405	54101	6,000
Postage & Freight	110/330405	54201	300
Repair & Maintenance	110/330405	54601	20,000
Printing & Binding	110/330405	54701	10,000
Promotional Activities	110/330405	54801	5,000
Office Supplies	110/330405	55101	5,000
Operating Supplies	110/330405	55201	22,000
Books, Pubs & Subs	110/330405	55401	2,000
Machinery & Equipment	110/330405	56401	30,506
Regular Salaries	110/330409	51201	41,666
FICA	110/330409	52101	2,823
Retirement	110/330409	52201	2,046
Life and Health	110/330409	52301	16,480
Workers Compensation	110/330409	52401	32
Communications	110/330409	54101	2,500
Postage & Freight	110/330409	54201	500
Repair & Maintenance	110/330409	54601	12,000
Printing & Binding	110/330409	54701	1,500
Promotional Activities	110/330409	54801	5,000
Office Supplies	110/330409	55101	2,499
Operating Supplies	110/330409	55201	4,500
Books, Pubs & Subs	110/330409	55401	300
Machinery & Equipment	110/330409	56401	8,094
Total			\$205,746

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

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
166



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2728

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: BA#167 - Inmate Commissary Student Funding

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #167 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #167, Corrections Department, Transportation Trust Fund (175) in the amount of \$6,770, reallocating funds from reserves in order to provide additional personnel funding for a vacant student position for the Summer of 2012. The existing student position is paid from the Inmate Commissary and generates an offsetting revenue to cover that operation.

BACKGROUND:

Reallocating these reserve dollars from reserves in the Inmate Commissary will allow a student to work over the Summer of 2012. The Inmate Commissary generates enough funds to cover its operation annually and has funding available to cover the personnel costs associated with the vacant student position.

BUDGETARY IMPACT:

This amendment increases personnel funding in the Inmate Commissary, no additional revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

There are no additional position allocations associated with this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funding to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#167

**Board of County Commissioners
Escambia County
Budget Amendment Request**

Request Number
#167

Approval Authorities

Department Director
Assistant County Administrator
County Administrator
Action by the Board

Date Rec.	Date Forward	Approved	Disapproved
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Transfer From: Transportation Trust Fund (175)/ Road Prison- Commissary
Fund/Department**

Account Title				Amount
	Project Number	Cost Center	Account Code	
Reserves		290205	59801	6,770
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				\$6,770

**Transfer To: Transportation Trust Fund (175)/ Road Prison- Commissary
Fund/Department**

Account Title				Amount
	Project Number	Cost Center	Account Code	
Regular Salaries		290205	51201	6,400
FICA		290205	52101	370
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				\$6,770

Detailed Justification:
 To provide additional personnel funding for a vacant student position over the 2012 summer. This position is funded from the Road Prison Commissary Fund. These students often transition into full-time positions within the Corrections Department.
 The former occupant of this student position is now filling a Criminal Justice Specialist 1 position.

OMB Analyst

Budget Manager

Management & Budget Dept Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2750

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: SBA#168 - Insurance Reimbursements for the County Roads Division

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #168 - Amy Lovoy,
Management and Budget Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Transportation Trust Fund (175) in the amount of \$11,049, to recognize insurance reimbursements for vehicle and equipment damages, and to appropriate these funds for Fleet Maintenance activities within the Escambia County Road Division.

BACKGROUND:

Fleet Maintenance has received insurance reimbursements for damages to vehicles and equipment. This SBA appropriates the funds back to the Fleet Operation in the Escambia County Road Division.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$11,049.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#168

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

Resolution Number
R2012-

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 Road Division has received insurance reimbursements for damaged equipment and these funds must now be recognized and be appropriated for Fleet Maintenance Operations.

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, 2012:

Transportation Trust Fund Fund Name	175 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$11,049
Total			<u>\$11,049</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	175/210405	54601	\$11,049
Total			<u>\$11,049</u>

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

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment

168



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2799

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: SBA#178 - Sheriff's Insurance and Off-Duty Officer Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #178 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #178, General Fund (001) in the amount of \$74,248, to recognize insurance and off-duty officer reimbursements, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Office has received insurance reimbursements for vehicle accidents and repairs as well as off-duty officer reimbursements for work performed outside their normal duties.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$74,248.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#178

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

**Resolution Number
R2012-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office as well as insurance proceeds. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012

General Fund	1		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	1	369008	\$36,199
Miscellaneous Sheriff Fees	1	369939	38,049
Total			\$74,248

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenditures	001/540101	59703	\$74,248
Total			\$74,248

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

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
178



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2779

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Gulf Power Contracts for Street and General Area Lighting Service Within Amelia Place and Scenic Hills North MSBU Districts

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Gulf Power Contracts for Street and General Area Lighting Service within Amelia Place and Scenic Hills North MSBU Districts - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Contracts for Street and General Area Lighting Service, between Gulf Power Company and Escambia County:

A. Approve Contract No. 12-2098 for Amelia Place Municipal Services Benefit Unit (MSBU) lighting and Contract No. 12-2119 for Scenic Hills North Municipal Services Benefit Unit (MSBU) lighting, between Gulf Power Company and Escambia County.

B. Authorize the Chairman or Vice Chairman to execute the Contracts and all related documents.

[Funding: Fund 177, MSBU Program Fund, Cost Centers 140906 and 140956]

BACKGROUND:

New lights were installed within two existing Street Lighting MSBU districts, Amelia Place and Scenic Hills North. The cost of the lights was paid up front from reserves within each MSBU's budget instead of adding the cost into future MSBU assessments. When new lights are paid up front, Gulf Power requires an agreement stating that if any part of these lights has to be replaced after the useful life period has expired, the MSBU district will be given the option of paying up front again or putting the cost on monthly billing like the rest of the district lighting.

BUDGETARY IMPACT:

The Amelia Place light cost \$1,025 and was paid from Fund 177, Cost Center 140906. The Scenic Hills North light cost \$522.83 and was paid from Fund 177, Cost Center 140956.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed both contracts and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires all contracts be approved by the Board for signature by the Chair.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amelia Place Gulf Power Contract

Scenic Hills North Gulf Power Contract

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 12-2098

Customer Name Escambia Cnty Brd of Commisioners Date 03-23-2012

DBA N/A Telephone No. N/A Soc. Sec. No. (if applicable) N/A

Residential Home Business Commercial Industrial Street Lighting

Street Address (Subdivision, etc.) of Light(s) 0 MSBU Amelia Pl, Pensacola, Fl 32526

Mailing Address 221 Palafox St Suite 140, Pensacola, Fl 32502

Driving Directions Turn east off Mobile Hwy onto Bellview Ave, go past bridge, Amelia Place subdivision on right

Location of Light(s) Corner of Bellview Ave & Tributary St

Meter No. N/A Account No. 25656-10024 TLM No(s). N/A

JETS WO No. 73A0YT FSO No. N/A New Installation Existing Installation

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of five (5) years for high pressure sodium street lighting, three (3) years if any high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting is installed, and two (2) years if any high pressure sodium vapor (residential) general area lighting is installed, unless additional facilities required by the Company require a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 0 years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

APPLICANT BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Application Taken By Robert P Dobson 03-23-2012

Applicant Wilson B. Robertson, Chairman

Approved by _____

Title _____

This document approved as to form and legal sufficiency.

Date _____

By: [Signature] ACF

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Title SUED BY: Susan Story

EFFECTIVE: January 31, 2006

Date: [Signature]

BY: [Signature]
DEPUTY CLERK

FACILITIES FURNISHED:

High Pressure Sodium Vapor Lighting:

1	8,800 Lumen (100 Watts) Open Bottom Light(s) to be installed at a base rate of \$4.04 each per month	<u>\$4.04</u>
0	8,800 Lumen (100 Watts) Open Bottom with Shield Light(s) to be installed at a base rate of \$5.02 each per month	<u>\$0.00</u>
0	8,800 Lumen (100 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$14.59 each per month	<u>\$0.00</u>
0	8,800 Lumen (100 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$4.94 each per month	<u>\$0.00</u>
0	8,800 Lumen (100 Watts) Decorative English Couch Light(s) to be installed at a base rate of \$15.80 each per month	<u>\$0.00</u>
0	8,800 Lumen (100 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$5.02 each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$7.40 each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$8.88 each per month	<u>\$0.00</u>
0	8,800 Lumen (100 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$5.40 each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$7.46 each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$8.90 each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) unmetred Bracket Mount Close-In-Setback Light(s) to be installed at a base rate of \$13.82***** each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) metered Bracket Mount Close-In-Setback Light(s) to be installed at a base rate of \$11.90***** each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) unmetred Tenon Top Close-In-Setback Light(s) to be installed at a base rate of \$13.83***** each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) metered Tenon Top Close-In-Setback Light(s) to be installed at a base rate of \$11.91***** each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) unmetred Shoebox Light(s) to be installed at a base rate of \$13.48** each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) metered Shoebox Light(s) to be installed at a base rate of \$10.33** each per month	<u>\$0.00</u>
0	25,000 Lumen* (250 Watts) Small Off Road Light(s) to be installed at a base rate of \$13.65 each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) Small Off Road Light(s) to be installed at a base rate of \$15.40 each per month	<u>\$0.00</u>
0	46,000 Lumen* (400 Watts) Directional Light(s) to be installed at a base rate of \$9.62 each per month	<u>\$0.00</u>

Metal Halide Lighting:

0	12,000 Lumen (175 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$16.18 each per month	<u>\$0.00</u>
0	12,000 Lumen (175 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$6.55 each per month	<u>\$0.00</u>
0	12,000 Lumen (175 Watts) Decorative English Couch Light(s) to be installed at a base rate of \$17.40 each per month	<u>\$0.00</u>
0	32,000 Lumen* (400 Watts) Small Flood Light(s) to be installed at a base rate of \$9.84 each per month	<u>\$0.00</u>
0	32,000 Lumen* (400 Watts) unmetred Small Parking Lot Light(s) to be installed at a base rate of \$14.92** each per month	<u>\$0.00</u>
0	32,000 Lumen* (400 Watts) metered Small Parking Lot Light(s) to be installed at a base rate of \$11.79** each per month	<u>\$0.00</u>
0	100,000 Lumen* (1000 Watts) Large Flood Light(s) to be installed at a base rate of \$18.01 each per month	<u>\$0.00</u>
0	100,000 Lumen* (1000 Watts) unmetred Large Parking Lot Light(s) to be installed at a base rate of \$27.77** each per month	<u>\$0.00</u>
0	100,000 Lumen* (1000 Watts) metered Large Parking Lot Light(s) to be installed at a base rate of \$20.50** each per month	<u>\$0.00</u>

Poles:

0	Thirteen (13) ft. Decorative Concrete Pole(s) used only for Decorative Lights to be installed at \$12.20 each per month	<u>\$0.00</u>
0	Twenty (20) ft. Fiberglass Pole(s) used only for Decorative Colonial Lights to be installed at \$4.53 each per month	<u>\$0.00</u>
1	Thirty (30) ft. Concrete Pole(s) to be installed at \$6.15 each per month	<u>\$6.15</u>
0	Thirty (30) ft. Fiberglass Pole(s) with concrete, anchor-based pedestal used primarily for 100,000 Lumen Large Parking Lot Lights to be installed at \$29.08 each per month	<u>\$0.00</u>
0	Thirty-five (35) ft. Concrete Pole(s) to be installed at \$8.94 each per month	<u>\$0.00</u>
0	Thirty-five (35) ft. Concrete (Tenon Top) Pole(s) to be installed at \$12.35 each per month	<u>\$0.00</u>
0	Thirty-five (35) ft. Wood Pole(s) to be installed at \$4.27 each per month	<u>\$0.00</u>
0	Forty (40) ft. Wood Pole(s) to be installed at \$5.24 each per month	<u>\$0.00</u>
0	Forty-five (45) ft. Concrete (Tenon Top) Pole(s) to be installed at \$16.22 each per month	<u>\$0.00</u>

Form 5 (Continued)

Contract No. 12-2098

Miscellaneous Additional Facilities:

Q	Single arm for Shoebox/Small Parking Lot Light to be installed at \$1.69 each per month	\$0.00
Q	Double arm for Shoebox/Small Parking Lot Light to be installed at \$1.88 each per month	\$0.00
Q	Triple arm for Shoebox/Small Parking Lot Light to be installed at \$2.56 each per month	\$0.00
Q	Quadruple arm for Shoebox/Small Parking Lot Light to be installed at \$3.22 each per month	\$0.00
Q	Tenon Top Adapter for 100,000 Lumen Large Parking Lot Light(s) to be installed at \$3.14 each per month	\$0.00
Q	Optional 100 Amp Relay to be installed at \$17.58 each per month	\$0.00
Q	25 KVA Transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$24.33 each per month	\$0.00
Q	25 KVA Transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$34.67 each per month	\$0.00
Q	All Other Additional Facilities to be installed at 1.74.% per month of Company's total installed cost	\$0.00
	Total Base Monthly Charge****	<u>\$10.19</u>

* Available for non-residential application only

** Base rate does not include cost of arm, tenon top adapter, or optional 100 amp relay. Select the appropriate arm charge (single, double, triple, or quadruple), tenon top adapter, or optional 100 amp relay shown above.

*** Not available with arms 12 feet or longer in coastal areas. Cutoff Cobrahead fixtures are the only lighting options in this group for *roadway lighting* on roads next to the Gulf of Mexico assuming all Federal laws and recommendations are met. Open bottom fixtures with a shield and directionals facing away from the beach may be allowed for parking lots, etc. in the coastal area.

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

***** Base rate does not include cost of optional 100 amp relay. Select the optional 100 amp relay in the Miscellaneous Additional Facilities section, if applicable.

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 12-2098

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES					\$ <u>1,025.00</u>
DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT					
<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
		# 6 Duplex	123	Splice Box	1
				2" Duct	80 ft.
				Trenching	80 ft.
				Connectors	2

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

This document approved as to form
 and legal sufficiency by:
 By: [Signature]
 Title: HOA
 Date: 12/10/12

GULF POWER COMPANY

Application [Signature] 3-23-2012
 Taken By Robert P Dobson 03-23-2012

Approved By _____
 Authorized Company Representative

CUSTOMER BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA

Customer _____

Title Wilson B. Robertson, Chairman

Date _____

ATTEST: ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT

ISSUED BY: Susan Story EFFECTIVE:

January 31, 2006

BY: _____
 DEPUTY CLERK

**GULF POWER COMPANY
 CONTRACT FOR STREET AND
 GENERAL AREA LIGHTING SERVICE
 RATE SCHEDULE OS (PART I/II)**

Form 5

Contract No. 12-2119

Customer Name Escambia County Board of Commissioners Date 04-16-2012

DBA N/A Telephone No. N/A Soc. Sec. No. (if applicable) N/A

Residential Home Business Commercial Industrial Street Lighting

Street Address (Subdivision, etc.) of Light(s) Scenic Hills North S/D, Pensacola, FL 32504

Mailing Address 221 Palafox St, Suite 140, Pensacola, FL 32502

Driving Directions East on Greenbriar Rd to Tam O'Shanter Dr

Location of Light(s) Between Hse # 10423 & Hse # 10433 Tam O'Shanter Dr

Meter No. N/A Account No. 00901-36039 TLM No(s). N/A

JETS WO No. 73A10K FSO No. N/A New Installation Existing Installation

This document approved as to form and legal sufficiency.
 By: [Signature]
 Title: [Signature]
 Date: 04/16/12

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of five (5) years for high pressure sodium street lighting, three (3) years if any high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting is installed, and two (2) years if any high pressure sodium vapor (residential) general area lighting is installed, unless additional facilities required by the Company require a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 0 years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA

Application Taken By: Robert P Dobson 4-16-2012

Customer Wilson B. Robertson, Chairman

Approved by: Margaret Neyman
 Authorized Company Representative

Title Wilson B. Robertson, Chairman

Signature _____

Signature _____

Date _____

Date _____

ATTEST: ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

BY: [Signature]
 DEPUTY CLERK

Form 5 (Continued)

Contract No. 12-2119

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
8800 Lumen Full Cutoff Cobrahead	100	1	\$6.43	\$6.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Type Light Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
30 ft. Concrete Poles	1	\$7.89	\$7.89
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Base Monthly Charge**** \$14.32

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

**GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES**

**ADDENDUM TO
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
 Rate Schedule OS (Part I/II)**

Form 21

Contract No. 12-2119

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ 522.83

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
		#4/0 TPX	10 ft.	Sec Pedestal	1
		#6 DPX	37 ft.		

This document, approved as to form and legal sufficiency, by: [Signature]
 Title: [Signature]
 Date: 4/16/12

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY
 Application Taken By Robert P Dobson 4/16/2012
 Approved By _____
 Authorized Company Representative

**BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA**
 CUSTOMER _____
 Customer Title Wilson B. Robertson, Chairman
 Date _____

ISSUED BY: Susan Story EFFECTIVE:

ATTEST: **ERNIE LEE MAGANA**
 CLERK OF THE CIRCUIT COURT
 January 31, 2006
 BY: _____
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2693

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Contract Award, PD 11-12.024, Design Services for Crabtree Church Road Between SR 97 and Sunshine Hill Road

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for Crabtree Church Road between State Road 97 and Sunshine Hill Road - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Bayside Consulting Group of NWF, LLC, per the terms and conditions of PD 11-12.024, Design Services for Crabtree Church Road between State Road 97 and Sunshine Hill Road, in the amount of \$138,810.

[Funding: Fund 352, "LOST III", Cost Center 210110/56301, Project #12EN1815]

BACKGROUND:

Request for Letters of Interest, PD 11-12.024, Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road were publicly noticed on Monday, March 26, 2012 to 109 known firms. Responses were received from 5 firms on Tuesday, April 10, 2012.

BUDGETARY IMPACT:

Fund 352 "LOST III", Cost Center 210110/56301, Project #12EN1815.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services) will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

Exhibit "A" & "C"

Bayside Consulting Group of NWF, LLC

Design Services for Crabtree Church Road between SR 87 and Sunshine Hill Road

Solicitation PD 11-12.024

Project Scope & Fee Proposal

\$138,810.00

Revised May 18, 2012

We appreciate the opportunity to provide Design Services for the Crabtree Church Road between SR 87 and Sunshine Hill Road project. The project includes the widening and resurfacing of the roadway segment and associated drainage improvements in order to provide two (2) ten foot wide travel lanes with 5' wide paved shoulders. Roadway drainage crossings located in the Jacks Branch Drainage Basin will be improved based on review, analysis, and tuning of the model included in the Basin Master Plan.

The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors in order to meet the goals set forth in the RFP:

TASK 100 Data Collection & Professional Surveying Services - \$39,670.00

Upon receiving the NTP, we will order design ticket from Sunshine One for the project limits. We will contact each utility with facilities located within the right of way. Once all utility locations have been marked in the field, we will provide a topographic survey of the roadway corridor. Road rights-of way and parcel lines depicted on the topographical survey shall be based on the field located property corners, where such corners exist. Cross sectional data intervals shall not exceed 100 feet. Where possible, topographic data will exceed the R/W width by a minimum of 5 feet to ensure complete DTM coverage of the R/W. The survey will include details of all driveway connections, roadway connections, culverts, headwalls, mailboxes, underground utility markings, and other structures located in the right of way. The survey will be referenced to State Plane Coordinates, NAD 83/90, and North Florida Zone. Benchmarks will be referenced to NAVD 1988 Datum and spaced no further than 1000 feet apart. The topographical survey will meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

3802 North S Street

850-438-0202 850-438-1307 fax

Pensacola, FL 32505

Exhibit "A" & "C"

TASK 200 Design Services – \$74,190.00

201 Drainage Design – \$14,120.00

Hatch Mott McDonald (HMM) will assist BCG in the design of the proposed drainage improvements located in the Jacks Branch Drainage Basin Study. HMM will review and analyze the model provided in the study and provide recommendations based on their review of the model parameters, assumptions, and field research.

202 Construction Documents – \$39,040.00

BCG will provide 30%, 60%, 90%, and final plan/document submittals for review by the county. At each submittal, we will provide plans to all appropriate utility providers. At the 60% submittal, we will coordinate a plan in hand walk through with utility companies. The plans will be reproducible to 40 scale (11x17) and 20 scale (24x36) size sheets. The plans will be submitted to the appropriate regulatory agencies for permitting. Cost estimates will be provided to the county beginning at the 60% document submittal. We will attend post construction meetings and coordinate with the contractor to provide all project close out and certification documentation as required by all appropriate agencies.

203 QAQC Review – \$7,150.00

Prior to the 90% and Final Document submittals to the county, BCG will provide the documents to HMM for 3rd party review. HMM will review the documents for errors and completeness.

204 Permitting - \$13,880.00

BCG will prepare applications, drawings, and required attachments for submittal to all appropriate permitting agencies in order to obtain the required permits for the project. We will pay permit fees required by ERP, FDEP, FDOT, USCOE, etc.

TASK 300 Construction Bidding Services - \$7,400.00

BCG will prepare all bid documents through the bidding process and attend the pre-bid meeting with engineering and purchasing divisions. We will respond to all requests for information, issue addendums, and tabulate bid totals.

Exhibit "A" & "C"

TASK 400 Optional Services - \$17,550.00

401 Geotechnical Engineering Services - \$6,515.00

NOVA, Engineering & Environmental, LLC will provide geotechnical services required to properly assess the existing pavement conditions and make recommendations. Roadway boring locations shall not exceed 500 feet. Tasks will include field exploration, laboratory testing, and geotechnical engineering services. NOVA will provide a project Geotechnical Report signed and sealed by a professional engineer registered in the State of Florida.

402 Environmental Resource Permitting - \$4,050.00

Wetland Sciences, Inc. will provide ERP services due to project impacts to Federal and State jurisdictional wetlands. In order to meet the time constraints associated with the project, WSI will attempt to use streamlined permits that both the Corps and Water Management District have available to authorize the proposed upgrades.

403 Construction Administration & Inspections - \$3,640.00

BCG will attend the pre-construction conference and will be available on an as needed basis to address issues with design or unforeseen construction issues. We will monitor construction as needed in order to provide as-built drawings based on contractor markups and field survey data.

404 Public Meeting - \$1,030.00

Following the 30% plans submittal, we will join county staff in planning and attending a public meeting with the local residents in order to receive public input.

405 Property Acquisition Assistance – \$2,315.00

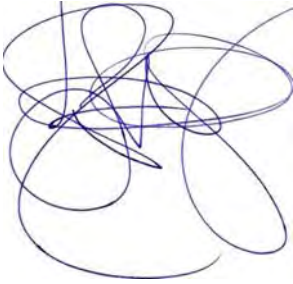
BCG will coordinate with the county surveyor to provide legal descriptions and sketches for proposed parcels to be acquired by the county (not to exceed three (3) parcels).

Exhibit "A" & "C"

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned below the company name.

Thomas G. Hammond, Jr., PE
Manager

Exhibit "A" & "C"

Bayside Consulting Group of NWF
 May 18, 1012
 Consulting Services for
 Design Services for Crabtree Church Road
 PD 11-12.024
Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Man-hours	Task Fee
	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	by task	
TASK 100 - Data Collection/Surveying	48	\$35.00	0	\$60.00	100	\$60.00	165	\$150.00	0	\$195.00	0	\$80.00	16	\$80.00	40	\$135.00	4	\$140.00	373	\$39,670.00
TASK 200 - Design Services																				
Task 201 - Drainage Design	8	\$35.00	0	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	82	\$80.00	0	\$135.00	52	\$140.00	142	\$14,120.00
Task 202 - Construction Documents	40	\$35.00	242	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	142	\$80.00	0	\$135.00	84	\$140.00	508	\$39,040.00
Task 203 - QAQC Review	26	\$35.00	0	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	36	\$80.00	0	\$135.00	24	\$140.00	86	\$7,150.00
Task 204 - Permitting	24	\$35.00	100	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	60	\$80.00	0	\$135.00	16	\$140.00	200	\$13,880.00
TASK 300 - Construction Bidding	40	\$35.00	40	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	24	\$80.00	0	\$135.00	12	\$140.00	116	\$7,400.00
TASK 400 - Optional Services																				
Task 401 - Geotechnical Engineering	5	\$35.00	6	\$60.00	0	\$60.00	0	\$150.00	12	\$195.00	0	\$80.00	21	\$80.00	0	\$135.00	14	\$140.00	58	\$6,515.00
Task 402 - Environmental Resource Permitting	6	\$35.00	0	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	48	\$80.00	0	\$80.00	0	\$135.00	0	\$140.00	54	\$4,050.00
Task 403 - Construction Administration	8	\$35.00	16	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	16	\$80.00	0	\$135.00	8	\$140.00	48	\$3,640.00
Task 404 - Public Meeting	2	\$35.00	4	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	2	\$80.00	0	\$135.00	4	\$140.00	12	\$1,030.00
Task 405 - Property Acquisition Assistance	4	\$35.00	0	\$60.00	16	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	0	\$80.00	9	\$135.00	0	\$140.00	29	\$2,315.00
TOTALS	211		408		116		165		12		48		399		49		218		1626	\$138,810.00

Exhibit "A" & "C"
Bayside Consulting Group of NWF, LLC

Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road

Solicitation PD 11-12.024

Project Scope & Fee Proposal

Alternate 1
SR 97 & Crabtree Church Road Intersection Re-alignment
\$60,460.00

Revised May 18, 2012

The project includes the re-alignment of the intersection to meet safety concerns and FDOT minimum access spacing guidelines.

The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors in order to meet the goals set forth in the RFP:

TASK 100 Data Collection & Professional Surveying Services - \$6,360.00

Upon receiving the NTP, a design ticket will be obtained from Sunshine One for the project limits. We will contact each utility with facilities located within the right of way. Once all utility locations have been marked in the field, we will provide a topographic survey of the proposed roadway corridor and existing R/W a minimum of 660 feet each direction from the proposed centerline intersection. Road rights-of way and parcel lines depicted on the topographical survey shall be based on the field located property corners, where such corners exist. Cross sectional data intervals shall not exceed 100 feet. Where possible, topographic data will exceed the R/W width by a minimum of 5 feet to ensure complete DTM coverage of the R/W. The survey will include details of all driveway connections, roadway connections, culverts, headwalls, mailboxes, underground utility markings, and other structures located in the right of way. The survey will be referenced to State Plane Coordinates, NAD 83/90, and North Florida Zone. Benchmarks will be referenced to NAVD 1988 Datum and spaced no further than 1000 feet apart. The topographical survey will meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

3802 North S Street
850-438-0202 850-438-1307 fax
Pensacola, FL 32505

Exhibit "A" & "C"

TASK 200 Design Services – \$41,570.00

201 Drainage Design – \$9,560.00

Hatch Mott McDonald (HMM) will assist BCG in the design of the proposed drainage improvements as it relates to the Jacks Branch Drainage Basin Study. HMM will review and analyze the model provided in the study and provide recommendations based on their review of the model parameters, assumptions, and field research.

202 Construction Documents – \$24,400.00

BCG will provide 30%, 60%, 90%, and final plan/document submittals for review by the county. At each submittal, we will provide plans to all appropriate utility providers. At the 60% submittal, we will coordinate a plans in hand walk through with utility companies. The plans will be reproducible to 40 scale (11x17) and 20 scale (24x36) size sheets. The plans will be submitted to the appropriate regulatory agencies for permitting. Cost estimates will be provided to the county beginning at the 60% document submittal. We will attend post construction meetings and provide all project close out and certification documentation as required by all appropriate agencies.

203 QAQC Review – \$2,350.00

Prior to the 30%, 60%, 90% and Final Document submittals to the county, BCG will provide the documents to HMM for 3rd party review. HMM will review the documents for errors and completeness.

204 Permitting - \$5,260.00

BCG will prepare applications, drawings, and required attachments for submittal to all appropriate permitting agencies in order to obtain the required permits for the project.

TASK 300 Construction Bidding Services - \$4,560.00

BCG will prepare all bid documents through the bidding process and attend the pre-bid meeting with engineering and purchasing divisions. We will respond to all requests for information, issue addendums, and tabulate bid totals.

Exhibit "A" & "C"

TASK 400 Optional Services - \$7,970.00

401 Geotechnical Engineering Services - \$3,910.00

NOVA, Engineering & Environmental, LLC will provide geotechnical services required to properly assess the existing soil conditions along the proposed alignment and make design/construction recommendations. Roadway boring locations shall not exceed 500 feet. Tasks will include field exploration, laboratory testing, and geotechnical engineering services. NOVA will provide a project Geotechnical Report signed and sealed by a professional engineer registered in the State of Florida.

402 Traffic Engineering Services - \$2,000.00

Engineering & Planning Resources, PC will provide traffic count data and analysis of existing traffic conditions.

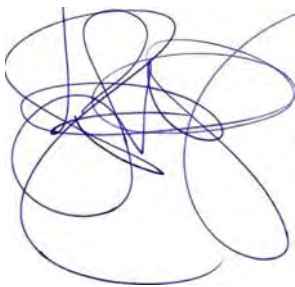
403 Construction Administration & Inspections - \$2,060.00

BCG will attend the pre-construction conference and will be available on an as needed basis to address issues with design or unforeseen construction issues. We will monitor construction as needed in order to provide as-built drawings based on contractor markups and field survey data.

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, appearing to read "Thomas G. Hammond, Jr.", with several overlapping loops and a horizontal line across the middle.

Thomas G. Hammond, Jr., PE
Manager

Exhibit "A" & "C"

Bayside Consulting Group of NWF

18-May-12

Consulting Services for
 Alternate 1 - CR97 & Crabtree Church Road Intersection Re-alignment
 Design Services for Crabtree Church Road
 PD 11-12.024

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Man-hours by task	Task Fee
	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate	man-hours	rate		
TASK 100 - Data Collection/Surveying	12	\$35.00	4	\$60.00	16	\$60.00	24	\$150.00	0	\$195.00	0	\$80.00	4	\$80.00	4	\$135.00	2	\$140.00	66	\$6,360.00
TASK 200 - Design Services																				
Task 201 - Drainage Design	40	\$35.00	0	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	46	\$80.00	0	\$135.00	32	\$140.00	118	\$9,560.00
Task 202 - Construction Documents	80	\$35.00	160	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	80	\$80.00	0	\$135.00	40	\$140.00	360	\$24,400.00
Task 203 - QAQC Review	2	\$35.00	0	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	18	\$80.00	0	\$135.00	6	\$140.00	26	\$2,350.00
Task 204 - Permitting	4	\$35.00	40	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	20	\$80.00	0	\$135.00	8	\$140.00	72	\$5,260.00
TASK 300 - Construction Bidding	8	\$35.00	36	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	16	\$80.00	0	\$135.00	6	\$140.00	66	\$4,560.00
TASK 400 - Optional Services																				
Task 401- Geotechnical Engineering	2	\$35.00	8	\$60.00	0	\$60.00	0	\$150.00	8	\$195.00	0	\$80.00	12	\$80.00	0	\$135.00	6	\$140.00	36	\$3,910.00
Task 402 - Traffic Engineering Services																				\$2,000.00
Task 403 - Construction Administration	4	\$35.00	8	\$60.00	0	\$60.00	0	\$150.00	0	\$195.00	0	\$80.00	4	\$80.00	0	\$135.00	8	\$140.00	24	\$2,060.00
TOTALS	152		256		16		24		8		0		200		4		108		768	\$60,460.00



May 7, 2012

Mr. Thomas G. Hammond Jr., P.E.
Hammond Engineering, Inc.
3802 North "S" Street
Pensacola, FL 32505

Re: *Crabtree Church Road Improvements*
Scope of Services and Proposal
WSI Reference #2012-111

Dear Mr. Hammond,

As requested, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for the Jernigan Road safety upgrade project located in Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, preparation of Joint Application for Works in the Waters of Florida and agency negotiations, as described above.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under **33 CFR 320-330** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C.** This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988.*

TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTIATIONS

Wetland Sciences, Inc. will prepare and submit to appropriate regulatory agencies necessary applications for both State and Federal wetland resource permits. The following is a brief summary of our proposed action plan:

State of Florida

The activity should qualify under the General Permit to Counties and Municipalities for Minor Activities Within Existing Rights-of-Way or Easements, *62-341.4478 Florida Administrative Code*. Wetland Sciences, Inc. will prepare

Exhibit "A" & "C"

a notice of intent to use the noticed general permit by submitting and completing Form 62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida". The Northwest Florida Water Management District will have regulatory purview.

Federal

The activity should qualify under the Nationwide Permit #14 Program. This program authorizes activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. The Department of the Army Corps of Engineers will have regulatory purview.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will require an individual permit. The exact form of authorization will be determined during the design process.

ESTIMATED FEES

The estimated costs to complete the services outlined above are presented in the following table. This does not include the permit fee that will be required by DEP.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	6	8	12	26	\$40.00	120.00%	10.00%	\$96.80	\$2,516.80
Staff Scientist		8	4	12	\$33.00	120.00%	10.00%	\$79.86	\$958.32
Environmental Specialist			5	5	\$25.00	120.00%	10.00%	\$60.50	\$302.50
Project Assistant, Clerical			5	5	\$16.00	120.00%	10.00%	\$38.72	\$193.60
	6	16	26	48	Total Fees				\$3,971.22
Expenses	Number	Rate	Cost	Markup Percent	Cost				Total
Copying	100	\$0.10	\$10.00	10.00%	\$1.00				\$11.00
Shipping	1	\$25.00	\$25.00	10.00%	\$2.50				\$27.50
Travel	42	\$0.51	\$21.21	0.00%	\$0.00				\$21.21
					Total Expenses				\$59.71
					Total this task:				\$4,030.93

We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,



Keith D. Johnson
Environmental Scientist



May 9, 2012

Mr. Tom Hammond, P.E.
BAYSIDE CONSULTING GROUP OF NWF, LLC
3802 North 'S' Street
Pensacola, Florida 324505

Subject: Proposal to Perform an Existing Pavement Evaluation
Crabtree Church Road, from C.R. 97 to Sunshine Hill Road
Escambia County, Florida
Solicitation No. PD 11-12.024
NOVA Proposal Number 08302-G

Dear Mr. Hammond,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested existing pavement condition survey for Crabtree Church Road in Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client;
- Review of the project bid documents prepared by Escambia County; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that you desire a pavement condition survey to be performed on the existing Crabtree Church Road roadway alignment extending from County Road 97 west approximately 2.5 miles to Sunshine Hill Road. We understand that milling and overlaying of the existing asphaltic concrete pavement section is desired for this project, where feasible once the pavement condition evaluation has been completed. The roadway alignment will also be widened to accommodate 10 to 12 foot drive lanes with 1 foot shoulders, for the entire length of the project.

[Offering services nationwide:](#)

Please note; **this exploration is limited to an existing pavement evaluation of Crabtree Church Road along the alignment noted above;** hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate select portions of the Crabtree Church Road alignment to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that pavement cores and subsequent auger data will be sufficient to perform the required roadway borings. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend that the field services necessary to perform the existing pavement condition survey consist of the following:

- Performing twenty (20) pavement cores, with 5-foot hand auger borings to be performed subsequent to the coring. Fourteen (14) of the cores will be located on approximate 1,000-foot centers between core locations, and the remaining six (6) cores will be located in specific areas where poor or questionable pavement conditions are observed. The core locations will be patched with quick-setting grout or cold-patch asphalt upon completion of each boring;
- Performing thirteen (13) additional 5-foot deep auger borings on alternate shoulders of the existing roadway. These borings, when coupled with the borings proposed above to be performed under the core locations, will equate to an approximate spacing of 500 feet between borings along the length of this project. Bulk samples of the pre-dominant near-surface soil strata encountered in these borings will be obtained for Limerock Bearing Ratio (LBR) testing (we have estimated needing to perform 3 LBR tests).
- Obtaining digital photographs of the existing pavement sections present throughout the subject Crabtree Church Road alignment, to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report; and
- Measuring thicknesses of both the asphaltic concrete and underlying base materials.

Upon completion of the borings, the depth to groundwater will be measured. If practicable, the stabilized groundwater depths will be measured 24-hours after completion of the borings. Soil cuttings from the drilling process will be used for backfilling of the boreholes.

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the AASHTO classification system. Laboratory testing may also include limited classification tests (grain-size analyses, Atterberg limits and natural moisture content determination) of representative soils, if deemed necessary. LBR tests will be performed on subgrade material gathered from three (3) locations along the subject roadway alignment.

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and will provide a final report detailing our findings, and rendering opinions as necessary regarding the condition of the existing asphaltic concrete pavement section as it will apply to the proposed improvements to Crabtree Church Road.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours notice to mark utilities along roadway right of ways adjacent to the site. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process (and capped as noted above with quick-setting grout or cold-patch asphalt for the coring locations), and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ◆ **Geotechnical Services:** Complete 33 STBs with 20 pavement cores (up to 165 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the roadway cores), Laboratory analysis, Engineering evaluation and Reporting **\$ 6,500 Lump Sum**

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

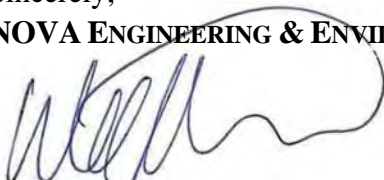
SCHEDULE AND AUTHORIZATION


Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 3 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 2 weeks of completion of the field work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL, LLC


William M. Cantrell, Sr.
Principal


William L. Lawrence, P.E.
Project Engineer

- Attachments:
- NOVA's Commitment to Quality
 - Professional Services Agreement
 - Schedule of Fees – Geotechnical Services
 - General Terms & Conditions

NOVA'S COMMITMENT TO QUALITY

Exhibit "A" & "C"

Your local **NOVA** TEAM members are industry leaders and set the standard for qualified and certified personnel. Our Principals, Professional Engineers, Environmental Scientists, Project Managers, Engineer Interns, Special Inspectors, Threshold Inspector Representatives, Engineering Aides and Engineering Technicians are multi-certified by the following entities and/or agencies.

- ✚ Florida Department of Business and Professional Regulation
- ✚ International Code Council (FKA International Conference of Building Officials)
- ✚ National Institute for Certification in Engineering Technologies
- ✚ Florida Department of Transportation – Construction Training Qualification Program
- ✚ American Welding Society & American Society for Nondestructive Testing
- ✚ Campbell Pacific Nuclear Corporation International
- ✚ National Concrete Masonry Association
- ✚ American Concrete Institute
- ✚ Precast Concrete Institute
- ✚ Post-Tensioning Institute

In addition to our local staff's impressive qualifications and certifications, **NOVA's** Laboratory meets the requirements of ASTM's C1077, D3666 and E329. Our laboratory is assessed by AMRL, CCRL, accredited by AASHTO and FDOT Prequalified. Evidence of our current AASHTO Scope of Accreditation is shown below.

NOVA Engineering & Environmental, LLC

Panama City Beach, Florida

Show This Entry Only

William M. Cantrell
17749 Ashley Drive
Suite B
Panama City Beach, Florida 32413

Phone: (850) 249-6682

Fax:

wcantrell@usanova.com

<http://www.usanova.com>

Quality Systems - accredited since 9/6/2007

R18, C1077 (Aggregate), C1077 (Portland Cement Concrete), D3666 (Aggregate), D3666 (Hot Mix Asphalt), D3740 (Soil), E329 (Aggregate), E329 (Hot Mix Asphalt), E329 (Soil)

Hot Mix Asphalt - accredited since 9/6/2007

T30, T166, T209, T269, T275, T308, D2041, D2726, D2950, D3203, D5444, D6307

Soil - accredited since 9/6/2007

FM5-515, R58, T88, T89, T90, T99, T100, T146, T180, T191, T193, T215, T217, T265, T267, T310, T311, D421, D422, D698, D1140, D1556, D1557, D1883, D2216, D2434, D2487, D2488, D2974, D4318, D4944, D6938

Aggregate - accredited since 9/6/2007

T11, T19, T21, T27, T37, T84, T85, T96, T112, T248, T255, C29, C40, C117, C127, C128, C131, C136, C142, C535, C566, C702, D546, D4791, D5821

Sprayed Fire-Resistive Material - accredited since 11/21/2011

E605, E736

Portland Cement Concrete - accredited since 9/7/2007

T22, T23, T24, T97, T119, T121, T141, T152, T196, T231, T309, C31, C39, C42, C78, C138, C143, C172, C173, C231, C617, C1064, C1231

Masonry - accredited since 9/7/2007

C1019 (Sampling and Testing Grout)





Professional Services Agreement

Date: May 9, 2012	Proposal Number: 08302-G
PROJECT NAME AND ADDRESS: CRABTREE CHURCH ROAD, FROM C.R. 97 TO SUNSHINE HILL ROAD SOLICITATION NO. PD 11-12.024 Escambia County, Florida	CLIENT NAME AND ADDRESS: BAYSIDE CONSULTING GROUP OF NWF, LLC 3802 North 'S' Street Pensacola, Florida 32505 Attn: Mr. Tom Hammond, P.E. Email: tom@selanddesign.com Phone: 850-434-2603 Fax: 850-434-2650
<p>Geotechnical Services (reference Scope of Work included herein) <u>Accepted</u></p> <p>Geotechnical Services – Lump Sum\$ 6,500 <input type="checkbox"/></p> <p>Geotechnical Services – Add AlternatesN/A <input type="checkbox"/></p> <p>Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.</p>	

All work provided by NOVA will be governed by the attached General Terms and Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal via wcantrell@usanova.com or fax to (850) 249-6683.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

Exhibit "A" & "C"

SCHEDULE OF FEES – GEOTECHNICAL SERVICES

ENGINEERING SERVICES *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.*

Senior Geotechnical Aide	per hour	\$ 70.00
Staff Engineer	per hour	\$ 85.00
Project Engineer, P.E.	per hour	\$ 95.00
Senior Engineer, P.E.	per hour	\$ 120.00
Chief Engineer, P.E.	per hour	\$ 145.00
Principal Materials Consultant	per hour	\$ 150.00

DRILLING SERVICES *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.00
<i>Borings deeper than 50 feet will have a \$1.00 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 150.00
Extra Split-spoon samples	each	\$ 35.00
Difficult Moving or Standby	per hour	\$ 155.00
Clearing: light clearing performed by drill crew	per hour	\$ 155.00

LABORATORY: *For laboratory testing of selected soil samples.*

Atterberg Limits Testing	per test	\$ 65.00
Natural Moisture Content	per test	\$ 15.00
Standard Proctor	per test	\$ 130.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 75.00
Percent Fine than No. 200 sieve	per test	\$ 55.00
Consolidation Testing	per test	\$ 425.00
Triaxial Shear Testing 3 point CU	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 50.00
Vehicle Trip Charge	per mile	\$ 0.55
Misc. Direct Expenses/Supplies		Cost plus 20%

Notes:

1. Overtime rates (1.5 times the regular rate) will be applied to hours worked outside normal 7:00 am to 5:00 pm business hours, Saturday, Sunday, and holidays.
2. Personnel time expended will be invoiced in ½ hour increments.



Exhibit "A" & "C"
NOVA ENGINEERING & ENVIRONMENTAL, LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK. NOVA Engineering & Environmental, LLC (the "Company") shall perform the services defined in this Agreement and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). The Company will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by the Company. Client will be invoiced for additional services at the Company's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

2. RIGHT OF ENTRY. The Client will provide for right of entry of the Company personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES. The Company will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. The Company shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to the Company have been paid. Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay the Company for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.

4. SAFETY. The Company is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Company, nor the presence of the Company's employees and subcontractors shall be construed to imply the Company has any responsibility for job safety or any activities on site performed by personnel other than the Company's employees or subcontractor.

5. STANDARD OF CARE. Service performed by the Company under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed. No other warranty, expressed or implied, is made, including without limitation, any warranty of fitness for a particular purpose.

6. INSURANCE & GENERAL LIABILITY. The Company represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that the Company has such coverage under public liability and property damage insurance policies which the Company deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by the Company, if procurable, and charged to the Client.

7. DISPUTES. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and the Company shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK. In no event, will the Company will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, the Company shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Company in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from the Company.

10. ASSIGNS. This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the Company may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required, it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and a administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS. The Company will not be held liable for problems that may occur if the Company's recommendations are not followed.

13. LIMITATION OF LIABILITY. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of the Company in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by the Company under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

14. INDEMNIFICATION BY CLIENT. Client shall indemnify and hold harmless the Company, the Company's affiliates, subsidiaries and clients, and all of their respective directors, officers, employees, managers, members, shareholders and representatives (collectively, the "Indemnitees") from and against all damages, liabilities, losses, damages, costs and expenses (including without limitation, reasonable attorneys fees and costs) (collectively, "Losses"), which any and all such Indemnitees hereafter may suffer or incur in connection with any claim, action, proceeding, or right of action (at law or in equity) (individually and collectively, a "Claim") because of or arising from the acts, omissions, negligence, gross negligence or willful misconduct on the part of Client, or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees (collectively, the "Client Parties"). Recognizing that it may be difficult to allocate total responsibility for a particular act or omission by a Client Party from the work and services being performed by the Company, if any such Losses are caused in whole or in part by any act, omission, or default by the Indemnitees, then the aggregate amount of the Client's (and Client Parties') liability for such Losses shall not exceed the greater of \$250,000 or twelve times the amount of fees charged by the Company for its services under this Agreement (the "Shared Fault Limitation"). The parties agree that the Shared Fault Limitation bears a reasonable commercial relationship to the services provided by the Company and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, in no event shall any Client Party have any duty of indemnification hereunder for Losses resulting from the gross negligence, or willful, wanton or intentional misconduct, of the Company or its officers, directors, agents or employees. Except as set forth in the preceding sentence, the Company Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any the Company Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of the Company's employees or agents to any hazardous materials at the jobsite.

15. HAZARDOUS MATERIALS. It is acknowledged by both parties that the Company's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event the Company or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of the Company's services, the Company may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

16. SAMPLE DISPOSAL. Unless other arrangements are made, the Company will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by the Company. In addition, Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, the Company shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION. Client acknowledges that it is impossible for the Company to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although the Company will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless the Company from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate the Company for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS. As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement:

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of the Company to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: the Company's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by the Company. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit the Company to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITED LIABILITY COMPANY PROTECTION. It is intended by the parties to this Agreement that the Company's services under this Agreement shall not subject the Company's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered or the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Company, a Delaware limited liability company, and not against any of the Company's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of law. Amendment: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto. Waivers: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term. Severability: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby. Integration: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties. Sovereign Immunity. In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then the Company (and all the Company Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with the Company and take all necessary and appropriate actions to qualify the Company (and the the Company Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

Exhibit "A" & "C"
Bayside Consulting Group of NWF, LLC

Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road

Solicitation PD 11-12.024

Project Scope & Fee Proposal

**Alternate 1
SR 97 & Crabtree Church Road Intersection Re-alignment
To be Negotiated**

Revised May 22, 2012

The project includes the re-alignment of the intersection to meet safety concerns and FDOT minimum access spacing guidelines.

The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors in order to meet the goals set forth in the RFP:

TASK 100 Data Collection & Professional Surveying Services

Upon receiving the NTP, a design ticket will be obtained from Sunshine One for the project limits. We will contact each utility with facilities located within the right of way. Once all utility locations have been marked in the field, we will provide a topographic survey of the proposed roadway corridor and existing R/W a minimum of 660 feet each direction from the proposed centerline intersection. Road rights-of way and parcel lines depicted on the topographical survey shall be based on the field located property corners, where such corners exist. Cross sectional data intervals shall not exceed 100 feet. Where possible, topographic data will exceed the R/W width by a minimum of 5 feet to ensure complete DTM coverage of the R/W. The survey will include details of all driveway connections, roadway connections, culverts, headwalls, mailboxes, underground utility markings, and other structures located in the right of way. The survey will be referenced to State Plane Coordinates, NAD 83/90, and North Florida Zone. Benchmarks will be referenced to NAVD 1988 Datum and spaced no further than 1000 feet apart. The topographical survey will meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

**3802 North S Street
850-438-0202 850-438-1307 fax
Pensacola, FL 32505**

TASK 200 Design Services

201 Drainage Design

Hatch Mott McDonald (HMM) will assist BCG in the design of the proposed drainage improvements as it relates to the Jacks Branch Drainage Basin Study. HMM will review and analyze the model provided in the study and provide recommendations based on their review of the model parameters, assumptions, and field research.

202 Construction Documents

BCG will provide 30%, 60%, 90%, and final plan/document submittals for review by the county. At each submittal, we will provide plans to all appropriate utility providers. At the 60% submittal, we will coordinate a plans in hand walk through with utility companies. The plans will be reproducible to 40 scale (11x17) and 20 scale (24x36) size sheets. The plans will be submitted to the appropriate regulatory agencies for permitting. Cost estimates will be provided to the county beginning at the 60% document submittal. We will attend post construction meetings and provide all project close out and certification documentation as required by all appropriate agencies.

203 QAQC Review

Prior to the 30%, 60%, 90% and Final Document submittals to the county, BCG will provide the documents to HMM for 3rd party review. HMM will review the documents for errors and completeness.

204 Permitting

BCG will prepare applications, drawings, and required attachments for submittal to all appropriate permitting agencies in order to obtain the required permits for the project.

TASK 300 Construction Bidding Services

BCG will prepare all bid documents through the bidding process and attend the pre-bid meeting with engineering and purchasing divisions. We will respond to all requests for information, issue addendums, and tabulate bid totals.

TASK 400 Optional Services

401 Geotechnical Engineering Services

NOVA, Engineering & Environmental, LLC will provide geotechnical services required to properly assess the existing soil conditions along the proposed alignment and make design/construction recommendations. Roadway boring locations shall not exceed 500 feet. Tasks will include field exploration, laboratory testing, and geotechnical engineering services. NOVA will provide a project Geotechnical Report signed and sealed by a professional engineer registered in the State of Florida.

402 Traffic Engineering Services

Engineering & Planning Resources, PC will provide traffic count data and analysis of existing traffic conditions.

403 Construction Administration & Inspections

BCG will attend the pre-construction conference and will be available on an as needed basis to address issues with design or unforeseen construction issues. We will monitor construction as needed in order to provide as-built drawings based on contractor markups and field survey data.

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, appearing to read "Thomas G. Hammond, Jr.", with several overlapping loops and a horizontal line across the middle.

Thomas G. Hammond, Jr., PE
Manager

Exhibit "A" & "C"
Bayside Consulting Group of NWF, LLC

Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road

Solicitation PD 11-12.024

Project Scope & Fee Proposal

Alternate 2
Jacks Branch Basin Study Node 2 – Stormwater Pond
To be negotiated

Revised May 22, 2012

Should the stormwater analysis from the Crabtree Church Road project agree with the recommendations concerning Jacks Branch Basin Study Northern Section Node 2, this project scope includes the design and permitting of a stormwater detention pond at or near the intersection of Hwy 97 & Crabtree Church Road.

The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors:

TASK 100 Data Collection & Professional Surveying Services

Upon receiving the NTP, we will provide a topographic survey of the proposed stormwater pond site. Road rights-of way and parcel lines depicted on the topographical survey shall be based on the field located property corners, where such corners exist. Cross sectional data intervals shall not exceed 100 feet. Where possible, topographic data will exceed the parcel boundary by a minimum of 5 feet to ensure complete DTM coverage. The survey will be referenced to State Plane Coordinates, NAD 83/90, and North Florida Zone. Benchmarks will be referenced to NAVD 1988 Datum and spaced no further than 1000 feet apart. The topographical survey will meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

TASK 200 Geotechnical Engineering Services

NOVA, Engineering & Environmental, LLC will provide geotechnical services required to properly assess the existing soil conditions at the proposed pond site. Tasks will include field exploration, laboratory testing, and geotechnical engineering services. NOVA will provide a project Geotechnical Report signed and sealed by a professional engineer registered in the State of Florida.

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Pensacola, FL 32505

TASK 300 Design Services

301 Drainage Design

Hatch Mott McDonald (HMM) will assist BCG in the design of the proposed drainage improvements as it relates to the Jacks Branch Drainage Basin Study. HMM will review and analyze the model provided in the study and provide recommendations based on their review of the model parameters, assumptions, and field research.

302 Construction Documents

BCG will provide 30%, 60%, 90%, and final plan/document submittals for review by the county. At each submittal, we will provide plans to all appropriate utility providers. At the 60% submittal, we will coordinate a plans in hand walk through with utility companies. The plans will be reproducible to 40 scale (11x17) and 20 scale (24x36) size sheets. The plans will be submitted to the appropriate regulatory agencies for permitting. Cost estimates will be provided to the county beginning at the 60% document submittal.

303 Peer Review

Prior to the 30%, 60%, 90% and Final Document submittals to the county, BCG will provide the documents to HMM for 3rd party review. HMM will review the documents for errors and completeness.

304 Permitting

BCG will prepare applications, drawings, and required attachments for submittal to all appropriate permitting agencies in order to obtain the required permits for the project.

TASK 400 Construction Bidding Services

BCG will prepare all bid documents through the bidding process and attend the pre-bid meeting with engineering and purchasing divisions. We will respond to all requests for information, issue addendums, and tabulate bid totals.

TASK 500 Allowances

501 Permit Fees

Permit fees required by ERP, FDEP, FDOT, USCOE, etc.

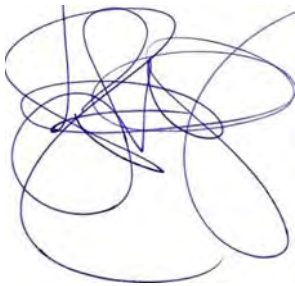
502 Construction Administration & Inspections

BCG will attend the pre-construction conference and will be available on an as needed basis to address issues with design or unforeseen construction issues. We will monitor construction as needed in order to provide as-built drawings based on contractor markups and field survey data. We will attend post construction meetings and provide all project close out and certification documentation as required by all appropriate agencies.

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, consisting of several overlapping loops and lines, appearing to read 'Thomas G. Hammond, Jr.'.

Thomas G. Hammond, Jr., PE
Manager

Exhibit "A" & "C"

Bayside Consulting Group of NWF, LLC

Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road

Solicitation PD 11-12.024

Project Scope & Fee Proposal

Alternate 3

**Jacks Branch Basin Study Node 8 and 9 – downstream
To be negotiated**

Revised May 22, 2012

Should the stormwater analysis from the Crabtree Church Road project agree with the recommendations concerning Jacks Branch Basin Study Northern Section node 8 and/ or node 9, this project scope includes the analysis, design, and permitting of stormwater crossing improvements at the existing crossings on Chestnut Road and Molino Road to the south of Crabtree Church Road. When crossings are modified along Crabtree Church Road, downstream roadway crossings will encounter increased flow. It is imperative that the capacities of the crossings are studied and upgraded accordingly if found to be undersized. This project scope ends at the western US Hwy 29 right of way line.

The following tasks are to be completed by Bayside Consulting Group of NWF (BCG) and its sub-contractors:

TASK 100 Data Collection & Professional Surveying Services

Upon receiving the NTP, we will provide a topographic survey of each crossing area of impact upstream and downstream as necessary to provide reasonable assurance of design. Road rights-of way and parcel lines depicted on the topographical survey shall be based on the field located property corners, where such corners exist. The survey will be referenced to State Plane Coordinates, NAD 83/90, and North Florida Zone. Benchmarks will be referenced to NAVD 1988 Datum and spaced no further than 1000 feet apart. The topographical survey will meet the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

TASK 200 Geotechnical Engineering Services

NOVA, Engineering & Environmental, LLC will provide geotechnical services required to properly assess the existing soil conditions at the proposed crossing sites. Tasks will include field exploration, laboratory testing, and geotechnical engineering services. NOVA will provide a project Geotechnical Report signed and sealed by a professional engineer registered in the State of Florida.

3802 North S Street

850-438-0202 850-438-1307 fax

Pensacola, FL 32505

TASK 300 Environmental Resource Permitting

Wetland Sciences, Inc. will provide ERP services due to project impacts to Federal and State jurisdictional wetlands. In order to meet the time constraints on the project, WSI will attempt to use streamlined permits that both the ACOE and NFWFMD have available to authorize proposed upgrades.

TASK 400 Design Services

401 Drainage Design

Hatch Mott McDonald (HMM) will assist BCG in the design of the proposed drainage improvements as it relates to the Jacks Branch Drainage Basin Study. HMM will provide 25 year storm flow data for each crossing based upon review of the model parameters, assumptions, and field research. The BCG team will analyze the data, make improvement recommendations and design selected recommended improvements.

402 Construction Documents

BCG will provide 30%, 60%, 90%, and final plan/document submittals for review by the county. At each submittal, we will provide plans to all appropriate utility providers. At the 60% submittal, we will coordinate a plans in hand walk through with utility companies. The plans will be reproducible to 40 scale (11x17) and 20 scale (24x36) size sheets. The plans will be submitted to the appropriate regulatory agencies for permitting. Cost estimates will be provided to the county beginning at the 60% document submittal.

403 Peer Review

Prior to the 30%, 60%, 90% and Final Document submittals to the county, BCG will provide the documents to HMM for 3rd party review. HMM will review the documents for errors and completeness.

TASK 500 Construction Bidding Services

BCG will prepare all bid documents through the bidding process and attend the pre-bid meeting with engineering and purchasing divisions. We will respond to all requests for information, issue addendums, and tabulate bid totals.

TASK 600 Allowances

601 Permit Fees

Permit fees required by ERP, FDEP, FDOT, USCOE, etc.

602 Construction Administration & Inspections

BCG will attend the pre-construction conference and will be available on an as needed basis to address issues with design or unforeseen construction issues. We will monitor construction as needed in order to provide as-built drawings based on contractor markups and field survey data. We will attend post construction meetings and provide all project close out and certification documentation as required by all appropriate agencies.

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, appearing to read "Thomas G. Hammond, Jr.", with several overlapping loops and a horizontal line across the middle.

Thomas G. Hammond, Jr., PE
Manager

Bayside Consulting Group of NWF, LLC

**Design Services for Crabtree Church Road between SR 97 and Sunshine Hill Road
Solicitation PD 11-12.024**

Project Scope & Fee Proposal

Alternate 4

Crabtree Church Road Over Jack's Branch Bridge

To be negotiated

Revised May 22, 2012

TASK A4.1 – Bridge Design

This task will include bridge design services necessary to determine the required height, length, location, cross-section, and structural details for a bridge along Crabtree Church Road over Jack's Branch. HMM shall serve as EOR and provide 30%, 60%, 90% and Final plans for the bridge. HMM will provide the load rating and structure number request for the bridge and provide limited bridge construction administration activities. The following requirements shall be utilized for the bridge design:

1. The cross-section shall be coordinated with the County prior to design.
2. Provisions to support likely future utilities shall be included.
3. The bridge shall be a low-maintenance structure with a 75-year minimum design life utilizing a concrete superstructure.
4. The design shall consider methods of construction to reasonably minimize the ecological impact to the wetlands and follow all permitting requirements.
5. Bridge Design Requirements and Criteria:
 - a. All plans are to be prepared in accordance with AASHTO LRFD Bridge Design Specifications with modifications to load factors, required cover, and material properties according to the FDOT Structures Design Manual.
 - b. Minimum bridge vertical clearance shall be 2'-0" above Design High Water.
 - c. Lateral analysis shall include scour depths according to the FDOT Structures Design Manual.
 - d. The bridge shall be load-rated in accordance with FDOT Procedure 850-010-035 and the FDOT Structures Manual. The Bridge Load Rating shall include as-built conditions.
 - e. Cost estimates shall utilize the BDR cost estimating values found in the FDOT Structures Manual.
 - f. The analysis shall include environmental requirements and roadway costs in the determination of the preferred alternate. The preferred bridge type shall be approved by the County prior to proceeding with the final bridge design.

3802 North S Street

850-438-0202 850-438-1307 fax

Pensacola, FL 32505

Lump Sum Fee for Task A4.1

TASK A4.2 – Bridge Hydraulic Design

This task will include bridge hydraulic services necessary to determine the required bridge hydraulic opening for the allowable backwater elevation rise and calculate the resulting foundation scour and flow forces for the final structure. Bridge Hydraulic Design Requirements and Criteria will be as follows:

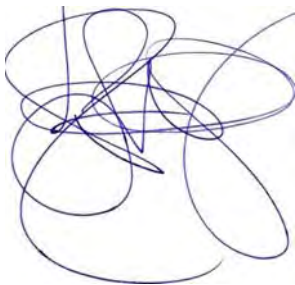
1. A bridge hydraulic analysis shall be performed to determine the recommended opening and minimum bridge elevations for the proposed bridge.
2. Bridge Hydraulics shall follow the procedures and storm events set forth in the FDOT Drainage Manual.
3. Bridge foundation scour shall be evaluated using the procedures described in HEC 18.
4. The hydraulic analysis shall consider the current conditions as well as the potential future conditions resulting from development of the basin area.
5. A bridge hydraulics recommendation sheet shall be produced for inclusion in the bridge plans.
6. Bridge deck drainage requirements shall be calculated using the procedures of HEC 21 and the FDOT Storm Drain HB.

Lump Sum Fee for Task A4.2

Should you have questions, comments, or request additional services not included in this proposal, please give us a call.

Sincerely,

BAYSIDE CONSULTING GROUP OF NWF, LLC

A handwritten signature in blue ink, appearing to read "Thomas G. Hammond, Jr.", with a stylized, scribbled appearance.

Thomas G. Hammond, Jr., PE
Manager

Exhibit "A" & "C"

**Escambia County Design and Engineering Services
Bayside Consulting Group of NWF, LLC**

Position	2012 Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Clerical	\$12.00	168.00%	12.00%	\$36.02	\$35.00
Engineering Tech	\$20.00	168.00%	12.00%	\$60.03	\$60.00
Surveying Tech	\$20.00	168.00%	12.00%	\$60.03	\$60.00
Field Crew	\$50.00	168.00%	12.00%	\$150.08	\$150.00
Drill Rig Crew	\$65.00	168.00%	12.00%	\$195.10	\$195.00
Scientist	\$28.00	168.00%	12.00%	\$84.04	\$80.00
Engineer	\$28.00	168.00%	12.00%	\$84.04	\$80.00
Prof. Surveyor	\$45.00	168.00%	12.00%	\$135.07	\$135.00
Sr. Engineer	\$48.08	168.00%	12.00%	\$144.32	\$140.00

Exhibit "B"

**Bayside Consulting Group of NWF, LLC
Engineering Services for
Crabtree Church Road Shoulders and Drainage Improvements**

TASK	DURATION
100/401	30 DAYS
200/402/404/405	150 DAYS
300/403	30 DAYS

TOTAL 210 DAYS

Notes:

- 1 Days start when BCG receives NTP
- 2 Schedule assumes ability to meet with County on an as needed basis.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2790

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Contract Award, PD 11-12.021, Perdido Key Master Plan

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 11-12.021, Perdido Key Master Plan - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Duany Plater-Zyberk & Company, LLC, per the terms and conditions of PD 11-12.021, Perdido Key Master Plan, in the amount of \$300,000.

[Funding: Fund 102, "Economic Development Fund", Cost Center 360704, Object Code 53101]

BACKGROUND:

Request for Letters of Interest, PD 11-12.021, Perdido Key Master Plan were publicly noticed on Monday, April 2, 2012 to 123 known firms. Responses were received from 7 firms on Wednesday, April 18, 2012.

BUDGETARY IMPACT:

[Funding: Fund 102 "Economic Development Fund", Cost Center 360704, Object Code 53101]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services)

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract Exhibits

DPZ

DUANY PLATER-ZYBERK & COMPANY, LLC

11 June 2012

Escambia County Florida
Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place
Pensacola, Florida 32502
Tel 850 595 4918

**Attn: Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator**

Dear Mr. Nobles,

**REQUEST FOR LETTERS OF INTEREST
PERDIDO KEY MASTER PLAN
SOLICITATION IDENTIFICATION NUMBER PD 11-12.021
FEE PROPOSAL**

The Duany Plater-Zyberk & Company, LLC (DPZ) team thanks Escambia County and the Selection Committee for our being selected for the above captioned work. We are pleased to provide herewith, as requested by the County following the above notification, our fee proposal, presented by task per our proposed Work Plan.

Please note that this fee proposal has been developed on the following basis and assumptions, as discussed and/or agreed-in-principle with the County:

- The project fee comprises a total sum of \$300,000.00.
- The above amount comprises fees for professional services as well as a portion of the anticipated project expenses. This fact notwithstanding, Escambia County has agreed to sponsor/arrange for certain expenses at no cost to the DPZ Team.
- Those requirements/expenses to be the responsibility of the County include the following:
 - Charrette studio space, including furniture and equipment (e.g. printers, plotters etc.). As requested, specifications for the studio space and information on other studio requirements have been provided to the County in a prior communication;
 - Accommodations for DPZ Team members from out-of-town for the duration of the charrette. It is our understanding that the County is coordinating charrette accommodations with a third-party provider; and
 - The Town Papers (Pre-and Post-Charrette editions). As requested, further information on the Paper (specifications, publication costs, shipping, samples etc.) has been provided to the County in a prior communication.

Exhibit "A" & "C"

We have also assumed that a portion of the meals/refreshments over the duration of the charrette/at the studio would be provided by local merchants/sponsored by local organizations (we have assumed 1/3 of meal and beverage costs would be sponsored as such).

Our fee proposal is thus provided below:

TASK	SUB-TOTAL BY TASK (\$)
PHASE I: INITIATION/BASELINE DIAGNOSTICS AND ANALYSIS/PRE-CHARRETTE	
1.1 Project Initiation and Team Work Session	10,585.50
1.2 Site Tour	13,035.50
1.3 Collection, Collation and Review of Previous Studies and Base Information and Materials	23,530.00
1.4 Milestone Task and Deliverable: Development Diagnostics Report	41,660.00
1.5 Public Involvement/Community Outreach (including Milestone Task: Project Introduction Public Workshop/Presentation)	8,913.00
1.6 Pre-Charrette Preparations	5,847.00
1.7 Other Phase I Meetings and Presentations	9,160.00
PHASE 2: MASTER PLAN CHARRETTE	
2.1 Milestone Task: Master Plan Charrette	108,531.00
2.2 Presentation to the Escambia County Team	2,000.00
PHASE 3: POST CHARRETTE/REFINEMENT/FINAL PRODUCT DELIVERY	
3.1 Draft Master Plan, Code & Implementation Report	28,398.00
3.2 Draft Report Review w Escambia County Team	18,016.00
3.3 Final Master Plan, Code & Implementation Report	13,432.00
3.4 Plan & Code Admin & Impl. Public Workshop	11,626.00
3.5 Other Phase 3 Meetings and Presentations	5,266.00
TOTAL	300,000.00

In preparing our fee proposal the DPZ Team has also reviewed and updated the provisional Work Plan provided to the County on 24 May 2012. Our updated Work Plan is as follows:

The DPZ Team proposes a work timeline comprising **22 weeks until the completion of the Perdido Key Master Plan Draft Report** (see Task 3.1). Assuming a start date of mid-July, 2012, this permits the completion of the Draft Report and the Master Plan's review at the required public hearing before the end of the year, as desired by the Board of County Commissioners. The Final Report would then be completed after this public hearing and review with the Client team, incorporating, within reason, required changes.

We acknowledge that this updated Work Plan will warrant review upon confirmation of the project commencement date and determination/confirmation of other key/milestone dates.

PHASE 1: INITIATION/BASELINE DIAGNOSTICS AND ANALYSIS/PRE-CHARRETTE (WEEKS 1 - 14)

- 1.1 Project Initiation and Team Work Session
- 1.2 Site Tour
- 1.3 Collection, Collation and Review of Previous Studies and Base Information and Materials
- 1.4 Milestone Task and Deliverable: Development Diagnostics Report
- 1.5 Public Involvement/Community Outreach (including Milestone Task: Project Introduction Public Workshop/Presentation)
- 1.6 Pre-Charrette Preparations
- 1.7 Other Phase I Meetings and Presentations

PHASE 2: MASTER PLAN CHARRETTE (WEEKS 15 - 16)

- 2.1 Milestone Task: Master Plan Charrette
- 2.2 Presentation to the Escambia County Team

PHASE 3: POST CHARRETTE/REFINEMENT/FINAL PRODUCT DELIVERY (WEEKS 17 – TO BE DETERMINED)

- 3.1 Milestone Deliverable: Draft Master Plan, Code and Implementation Plan Report
- 3.2 Draft Report Review with the Escambia County Team
- 3.3 Milestone Deliverable: Final Master Plan, Code and Implementation Plan Report
- 3.4 Plan and Code Administration and Implementation - Public Workshop
- 3.5 Other Phase 3 Meetings and Presentations

PHASE I: INITIATION/BASELINE DIAGNOSTICS AND ANALYSIS/PRE-CHARRETTE (Weeks 1 - 12)

1.1 Project Initiation and Team Work Session (Week 1): The DPZ Team (Consultant Team) will conduct a project initiation meeting with the Escambia County Project Team (Client Team) to clarify project goals and objectives; review the project design approach and guiding principles; refine the scope of work and schedule; and establish management and communication protocols.

If required/deemed appropriate by the Client Team, the Consultant Team may meet with other pertinent municipal offices/agencies in Escambia County and/or other local stakeholder groups (e.g. the Board of County

Commissioners [BOCC], the West End Advisory Committee [WEAC], potential investors, development partners, etc.). The Consultant Team may present to these parties its project goals and objectives, proposed design approach and methodology proposed work plan and protocols as discussed, refined and agreed at the above Work Session.

The Consultant Team shall assist the Client Team in organizing the "brain trust"/Project Steering Committee comprising a cross-section of local staff, elected officials and citizen representatives of stakeholder agencies/groups to serve as primary contacts for internal information and as a sounding board for ideas and proposals. This Steering Committee may be invited to attend this municipal meeting as well as the Site Tour (see below). If desired, the Consultant Team will begin to develop a template for the outreach plan; develop various approaches and methods to present; and identify stakeholders and desired outcomes for outreach activities. The goal is to align stakeholder interests as much as possible to ensure there is broad consensus for the next steps.

1.2 Site Tour (Week 1): The Consultant Team, Client Team and, if desired, members of the Steering Committee, the BOCC, the WEAC etc., will conduct a tour of the Project Area and environs. The Consultant Team shall document the tour with map annotations, sketches and photographs, to be incorporated into the Development Diagnostics Report (see 1.4 below).

DPZ Team member HPE will conduct sub-meetings with MPO Staff, FDOT Staff in Chipley District Office, Emergency Management Staff and others interested in the Perdido Key Boulevard improvements. Discussion topics will include the seasonal, weekly and daily motor vehicle travel patterns on the Key and the Clearance Times for hurricane evacuation as they relate to Boulevard evacuation capacity. Multi-modal balance between autos, bicycles golf carts and pedestrians will also be covered. Sufficient discussion will occur to frame the possible future bridge construction at the intra-coastal waterway.

1.3 Collection, Collation and Review of Previous Studies and Base Information and Materials (Weeks 1 – 3): The Consultant Team, with assistance and provision from the Client Team, will begin collating the base plan information (maps, surveys and other baseline data as well as prior plans) needed for the physical planning, design and coding. The review will also require repeated on-site reconnaissance in order to understand how the various elements proposed in such documents interface under existing conditions, and in order to build an understanding of how the prior plans relate to current conditions and to each other.

HPE will focus on any pertinent past studies, reports or analysis that will further team understanding of transportation issues for the Key.

The following are among the other materials and data the Consultant Team will review and analyze:

- Base maps (GIS/CAD), aerial photography and other pertinent digital survey information at the regional and local scales, showing the study area and the surrounding context to understand prevailing opportunities and constraints. This is to be provided by the Client Team;
- Perdido Key's/Escambia County's current regulatory context: land use regulations, municipal policies, the subdivision ordinance and comprehensive plan affecting development in the Project Area (including applicable state requirements);
- Previous reports and datasets pertinent to the Project Area and context, such as the 2030 Comprehensive Plan, and developed as part of previous planning efforts as well as documentation of local and regional precedents of

- development (favorable and unfavorable);
- Land use and development data including existing uses, supply and demand/inventory for various uses (if available), property ownership, land and improvement values and recent sales;
 - If available, any market analyses and data for individual projects or areas within the vicinity of the Project Area;
 - Approved projects, proffers, conditions and any related development agreements as they pertain to the Project Area and context;
 - Available transportation data, studies, traffic impact assessments and other transportation/circulation studies for the Project Area and context and context, including MPO plans and project activity, Emergency Management studies and plans for the Key;
 - Plans of proposed municipal capital improvements and civic infrastructure projects;
 - The latest available census data; and
 - Various studies of housing, commercial/retail and market dynamics both within the Perdido Key Project Area as well as in nearby and other areas which could become markets once a viable Master Plan for the Project Area is implemented.

1.4 Milestone Task and Deliverable: Development Diagnostics and Development Diagnostics Report (Weeks 4 - 14): After having reviewed and analyzed the prior documents and baseline conditions, the DPZ Team shall complete an Development Diagnostics exercise for the Perdido Key Project Area, Escambia County and the surrounding areas. It is critical to look beyond the Project Area as the success of any place is directly related to its interaction with its surrounding context.

The Consultant Team will document the existing regulatory and policy context, and review existing planning, design and development concepts and recommendations. Elements of the Development Diagnostics will include the following:

Economic Profile - The development challenges facing Perdido Key will include not only creating vibrant, livable neighborhoods in form, but also directing and leveraging that growth and its resulting income into economically efficient development, while still maintaining the site's/area's coastal/natural character. At its core, meeting these varied challenges is a function of economics.

Any previous economic and market assessments shall be reviewed and tested against prior and new proposals for Perdido Key. The market assessment will consider the findings and recommendations prepared as part of any previous studies; these recommendations will then be tested using fair share and induced demand real estate modeling analysis. Work under this task will be organized as follows:

- Economic Profile - an overview of indicators of potential competitive advantage specifically for Perdido Key. The economics consultant will evaluate appropriate economic indices or "drivers" designed to measure and create fundamental sources of demand. Using the most recently available economic and demographic data, the economics consultant will review historic, current and projected growth in population and households, age composition, employment by industry sector, household incomes, household composition and retail sales in the area, neighboring cities and the County at large. It will also examine existing commercial activity within the region and evaluate the performance and market positions of commercial clusters within the County. In addition, the DPZ Team will examine housing starts by housing type in Perdido Key and other relevant areas in the County, household spending by sub-market, local job creation, impacts of tourism (eco, historic and

paranormal), retirees and other measures of economic growth. This economic overview will help define the trade areas, submarkets and overall competitive position for Perdido Key;

- Real Estate Market Constraints and Opportunities Review - an examination of real estate conditions in the Perdido Key Project Area and other competitive submarkets as appropriate. The economics consultant will evaluate current and historic market performance by use and submarket; inventory, rents, land and building prices/values, occupancy levels, room rates, historic absorption, tenant characteristics, operating costs, build-out capacity and schedule, ongoing construction and proposed projects, labor costs, real estate taxes etc. The economics consultant shall examine the regulatory requirements and procedures, creative financing mechanisms that minimize public costs while maximizing private investment, economic costs and incentives for development, as well as availability of a ready workforce. The economics consultant will additionally conduct both resident and business owner surveys to gather specific local data. The results will provide clear market findings and recommendations for Perdido Key to allow for optimal, competitive project positioning within the County and beyond;
- Market Demand Forecasts; Niche & Strategy; and Funding - based on the findings of the previous sub-tasks, the economics consultant will identify the expected market support for each use identified above by preparing demand forecasts using economic modeling tailored for this study. Demand forecasts will be established on a timeline (by year or phase) and expressed in appropriate units (e.g. commercial square feet, residential units, etc.). These forecasts will consider ongoing or planned catalyst projects that may generate demand for specific uses in Perdido Key. The economics consultant's market analysis and program recommendations will also consider opportunities to induce demand for specific uses, including tourism-related uses and other uses for which demand might include attracting sales from outside the region. This will result in a set of program alternatives for specific sites identified by the Client Team and the Consultant Team and will serve as a guide for subsequent tasks to craft Perdido Key's market niche, optimum market position and financial program for both public and private improvements and business development. The economics consultant will identify an appropriate market niche and strategy for Perdido Key based on the direct findings and recommendations of the market studies. The economics consultant might suggest that the niche comprise specific subsets, by tenant or use category (e.g. dining, entertainment, tourism and/or other categories as appropriate) and by orientation (local and regional). The economics consultant will identify short-term targets as well as longer-term prospects. In identifying specific themes and/or tenant types, the economics consultant will consider site and market constraints as well as suitability based on access, appropriate use of protected resources, surrounding land uses etc. These marketing strategies will help define the specific uses, and therefore character, of Perdido Key.

Specific to beach tourism opportunities, a preliminary list of additional services to be provided on Perdido Key and potential sources to fund these improvements will be developed through the review of the existing information. This list will be refined during the Charrette, meetings and discussions with the Escambia County Commissioners, residents, County staff, Tourist Development Council, West End Advisory Committee, Federal and State agencies and other stakeholders. There will also be close coordination between DPZ Team members. For example, The CLUE Group (economics), HPE (transportation) and MRD (coastal) shall coordinate to assess the cost-effectiveness and benefit of a trolley system and how it may provide an alternative to current beach access modes.

Without an economic development strategy, the envisioned Perdido Key Master Plan will be incomplete and lacking in substance, especially as it relates to encouraging/attracting new development and offering realistic implementability.

Land Use, Planning and Urban Design

- Land Use and Development - existing land uses and development patterns in the Project Area, including, without limitation, retail, commercial, office, residential, parking, vacant/underutilized, open space/park, government, religious, educational, medical, recreational and other uses;
- Form and Character - the natural and built environments, focusing on the form, scale and character of existing and planned development, historic areas and/or buildings; review of architectural syntax; building stock review; streets/streetscapes (including landscaping and hardscaping, e.g. street furniture, signage and lighting); edge conditions; and areas of connection and public spaces; and
- Organizational and Regulatory Context - City codes, policies, regulations and ordinances affecting development/construction in the Project Area, for the purposes of assessing the effectiveness and impacts on investment and development. This review will be undertaken in light of anticipated broad-brush goals and objectives of the project and the overall parameters of the proposed code, forming the basis of recommendations for proposed amendments to land use and/or zoning regulations.

Civil Works and Transportation

- Civil Works Inventory and Review:
 - Inventory and review of provision and conditions of public infrastructure including, but not limited to, streets, sidewalks and bicycle routes, utilities and other infrastructure, with an analysis of the benefits, constraints and impediments created by such existing infrastructure;
 - Assessment of existing and future storm drainage; and
- Transportation, Traffic Counts and Parking Review – review of existing traffic and circulation conditions, including an examination of parking. The analysis will look at how the existing local and regional network serves the variety of users in the area - commercial establishments, larger developments, employees, residents and visitors - and contributes or detracts from the quality of life of the area. This analysis will be performed from the perspective of all modes: walking, bicycling, transit use and driving, with particular attention to the variation in travel by season, week and hourly dispersion through the day. Under this sub-task, the Consultant Team will:
 - Review existing local and regional transportation studies (as identified above);
 - Hold a work session with local and state transportation planners early in the project to discuss opportunities and constraints and exchange ideas about transportation-related issues, challenges, and goals in the region as they pertain to the study area;
 - Review long-range regional transportation projects likely to affect the Project Area, including the Boulevard corridor study;
 - Evaluate transportation operations, based on a review of existing data and added traffic count studies to capture daily distribution of hourly traffic, and identify major deficiencies, constraint points and opportunities for short-term improvements;
 - To identify any additional improvements needed to enhance current safety and circulation to and within the Project Area, including those for pedestrians and cyclists; apply trip generation and distribution analysis in a sketch planning level based on existing and projected development programs.
 - Perform a Walkability Index analysis of selected areas of the Key where enhanced Destination Walking is targeted. This will facilitate before and after analyses based on subsequent urban designs by the team.
 - Analyze inventory data provided by Escambia County reporting on- and off-street parking spaces in the Project Area and its environs. It is assumed the inventory to be provided will include block identification, capacity, public vs. private, parking rates and time restrictions.

- Hurricane Evacuation Plan Review - A sufficient review of evacuating populations by type and destination will be undertaken from existing reports and interviews with responsible personnel. The vital Clearance Times will be studied to afford full understanding of the capacity assumptions used within current analysis. If deemed necessary, County Emergency Management staff will be asked to recalculate clearance times with several alternative capacity assumptions at the critical link.
- Public Beach Access Points Review - The "Access Points and Public Lodging Facilities" presented in the LGFR will provide the basis to identify additional beach access points. Each beach access point and eligible shoreline length will be mapped to identify "gaps" in accessible shoreline which to focus on possible acquisition of gulf-front properties as either "Primary" or "Secondary" Beach Accesses. Locations of additional beach accesses, conceptual designs and preliminary opinions of probable costs for the construction of parking and other facilities will be prepared to determine the increased length of accessible shoreline (thus State cost-share) and assess the benefit to cost. The largest cost will be the purchase prices of any additional parcels of land necessary to support these beach access sites. The market values of these lands will be projected based on the collected real estate information.

Beach access improvements are not eligible for State cost-sharing and therefore would have to be funded by the County, alternative funding sources or grants outside of the Beach Erosion Control Program. However, increasing the number of access sites, public parking spaces and restroom facilities would have a significant effect on the State cost-share.

Beach/Coast and Other Environmental Issues - the analysis will be based on existing information and reports to be provided by Escambia County.

- Ecological and Environmental Regulatory Compliance Considerations Review:
 - Assess significant ecological functions and values for consideration in Master Plan development;
 - Ensure Master Plan proposals are consistent with the objectives of the Perdido Key Habitat Conservation Plan; and
 - Coordinate with Environmental Resource Agencies and the public as needed.
- Stormwater and Water Quality Considerations Assessment:
 - Assess existing and future storm drainage for the area as they influence Master Plan proposals;
 - Assess water quality for the area as they influence Master Plan proposals; and
 - Coordinate with Environmental Resource Agencies and the public as needed.

Following the completion of the above sub-tasks, the Consultant Team shall prepare a draft Development Diagnostics Report encapsulating the above findings, for the Client Team's (and/or the Steering Committee's and the BOCC's) review as well as the Consultant Team's reference in later Project phases.

The Consultant Team shall provide a draft at the end of Week 9. The Client Team (and/or the Steering Committee and the BOCC) will have two weeks (Weeks 10 - 11) to review the draft Diagnostics Report, and at the end of Week 11, the Client Team and/or the Steering Committee shall meet with the Consultant Team to provide and discuss its comments/inputs for revision. These revisions shall be documented in the form of a single, marked-up copy of the draft Diagnostics Report. Upon receipt of such comments, the Consultant Team shall use its best efforts to incorporate the requested changes in the document and submit a final version of the Development Diagnostics Report at the end of Week 14.

1.5 Public Involvement/Community Outreach (including Milestone Task: Project Introduction Public Workshop/Presentation) (Week 8 – onwards)

1.5.1 Preparation, Publication and Distribution of the Pre-Charrette Paper (Optional, Weeks 7 - 11): As part of managing the information released to the pertinent stakeholders on the project, the Client Team may be interested in preparing The Town Paper (Pre-Charrette Edition). A Pre-Charrette Paper is a vehicle for Escambia County to publicize and encourage participation in the upcoming Charrette (per Phase II below). Including a combination of custom and general material, the Pre-Charrette Paper provides easy-to-understand information about just what a Charrette is as well as information about planning, coding and living in traditional neighborhoods. General articles are selected for the paper from a list of stock articles provided by The Town Paper, while the Client Team and the Consultant Team provide custom Project information that may be developed in the course of Phase I. Typically comprising eight pages, the Pre-Charrette Paper typically includes a Charrette schedule, photos and bios of the design team, local history and information about the Project, as well as a vision for the Project. The target distribution date is optimally the end of Week 10 or the beginning of Week 11; this permits the Paper to be distributed in time for the Project Introduction Public Workshop (see 1.5.2 below), with sufficient notice (approximately one month) provided prior to the Charrette proper.

1.5.2 Milestone Task – Project Introduction Public Workshop (end of Week 11): The DPZ team's experience in preparing master plans for various municipalities has shown us that, in order for the Charrette to be as successful and productive as possible and for municipal officials, stakeholders and concerned residents to fully understand and buy-into the new planning approach, terminology and anticipated implications of the Master Plan, a public education meeting and presentation should be organized to lay the groundwork for the master plan and supporting documents, clearly explain New Urbanism/Smart Growth and form-based planning concepts and describe ways in which to implement such plans. With this foundation, the Charrette can be undertaken with a stronger common understanding.

The Client Team and the Consultant Team shall coordinate to organize and host a one-day Public Workshop on Smart Growth planning. This shall be held in Perdido Key or a nearby suitable area, with the participation of key community stakeholders, including the Steering Committee (see above). This Workshop will also enable the Client Team and the Consultant Team to build and gain a full understanding of the community's vision for Perdido Key.

1.5.3 Public Outreach/Information Tools (Week 11 – onwards): The Consultant Team possesses experience in employing the Internet as a tool for ongoing public participation for large scale planning studies. Specifically, creating a project website establishes an online presence that further feeds the interests of stakeholders and provides a mechanism for them to nurture the development and refinement of planning proposals. DPZ's Miami 21 is to date the largest known municipal plan/code in the country and DPZ was instrumental in the creation and content management on the project website: www.miami21.org. A website for this project may be used to keep citizens updated on latest proposals and documents, to familiarize residents with key concepts, to answer Frequently Asked Questions (FAQs), to provide visual preference surveys and to educate and inspire.

While DPZ has found these tools to consistently be the best at gathering and engaging a representative cross-section able to provide input towards a successful final outcome, we also recognize that every population is different and is best understood by those who work with them on a daily basis. If Escambia County prefers

different routes for undertaking outreach the DPZ Team would be happy to comply. We have extensive experience with numerous routes, most notably newspaper ads and radio spots and if selected will work with the Client Team to develop and undertake a program of outreach (see our response to Question 2 above).

1.6 Pre-Charrette Preparations (Weeks 11 - 14): A Charrette requires an intensive amount of proper logistical planning and coordination in order to achieve the best possible outcome; the Consultant Team will be working continuously prior to the actual Charrette, in designing the appropriate workshop format, strategies and schedule for this multifaceted undertaking.

The Consultant Team will work with the Client Team to develop a draft schedule and an annotated agenda for the Charrette for scheduled work sessions, progress presentations, as well as ideas for encouraging stakeholder participation. The Client Team will identify relevant stakeholder groups to be invited to participate in the Charrette and provide the pertinent contact information for these participants. The Consultant Team's Charrette Coordinator shall work with pertinent Client Team members/staff to coordinate all logistical requirements, which may include but are not limited to: the physical location of the charrette space/studio, studio equipment and furniture, accommodations, meals etc.

1.7 Other Phase I Meetings and Presentations (As Necessary): During the course of the first 14 weeks additional meetings (e.g. coordination meetings if required, Steering Committee meetings apart from those identified above etc.) may be necessary and scheduled in partnership with the Client Team.

PHASE 2: MASTER PLAN CHARRETTE (WEEKS 15 - 16)

2.1 Milestone Task: Master Plan Charrette (Weeks 15 – 16) (Note: The Charrette itself is proposed to occur within a span of seven or eight days, excluding travel, straddling two weeks and inclusive of a weekend): As noted above, the Charrette methodology provides an excellent vehicle for building public understanding of issues and opportunities to achieve a clear and feasible outcome. It also is designed to engage the Client Team members/staff and other key stakeholders in an open, collaborative planning, design and coding effort. It is intended to build public consensus and secure buy-in from residents and officials alike.

As far as possible, the Charrette shall be hosted at a local studio space - ideally in Perdido Key itself - for easy access to the Project Area and to facilitate the participation local public officials and key stakeholders.

The Consultant Team conducting the Charrette shall comprise a multi-disciplinary team of professionals who shall prepare graphic documents, test proposals and provide technical information as required in the development of the proposed Master Plan, Implementation Plan and other supporting planning and regulatory documents. With the Client Team's assistance, we will arrange formal and informal meetings with the various pertinent agencies and interest groups during the first half of the Charrette. On the first evening of the Charrette, the Consultant Team leadership will deliver a "refresher" lecture on Smart Growth. All of the basic principles of good neighborhood design are reviewed at the lecture, establishing common reference points; protocols for the Charrette process are also reviewed. The second half of the Charrette comprises daily plan development and design; coding calibrations; further design work testing the code; meetings with stakeholders to understand pertinent neighborhood opportunities and constraints; development of proposals for specific interventions; and review/pin-up/feedback sessions.

Through our experience we have determined the elements and techniques necessary to deliver the most sustainable master plans and codes. The following documents shall be produced at the Charrette in draft or final form:

- an **Illustrative Master Plan**, hand-drawn to scale and rendered in color, showing the location of all private property, public tracts, and surface infrastructure, as well as the schematic design of parks and other neighborhood amenities.
- **Perspective Drawings**, by hand (up to 4 no.), rendered in color, showing aerial views, typical thoroughfares, squares and plazas and/or other locations. Revisions to the Perspective Drawings after the charrette shall be considered Additional Services;
- **Illustrative Detailed Plans for Specific Interventions**, hand-drawn to scale and rendered in color, showing the ideal build-out of key portions of the site;
- **Schematic Typical Building Floor Plans**, at a scale appropriate for each building type, based upon the architecture of the region;
- **Diagrams** that may include:
 - a diagram of the existing development structure and context (adjoining areas, existing and proposed)
 - a diagram of the concept of neighborhood planning
 - a diagram of civic buildings and civic spaces
 - a diagram of the private lots
 - a diagram of the open space network
 - diagram of Hurricane Evacuation issues and flows
 - diagram of Walkability Index results
 - diagrams of the circulation network (pedestrian, vehicular and parking)
 - a diagram of the proposed development phasing
- a **Regulating Plan** keyed to the Urban Regulations and the Thoroughfare Standards/Street Sections. This plan regulates the land use, building use and density of the various building types that occur in the Master Plan;
- **Thoroughfare Standards/Street Sections** specifying the various street designs within the public rights-of-way shown in the Regulating Plan;
- **Urban Regulations** specifying each building type in terms of use, setbacks, heights, ancillary elements, and location of parking;
- **Architectural Standards** specifying building construction in terms of materials and configurations; and
- a **Frontage Count/Unit Count Calculations and Other Area Take-Offs and Tallies**, including amount of open space, density calculations, etc.

With the DPZ Team marshalling all these sessions and continuously refining and articulating the vision, the Charrette participants and as appropriate, along with members of the public, shall explore and progress the development of the Master Plan proposals, leading to the recommended option and informing the Implementation Plan (see below). A closing presentation will be held on the last night of the Charrette. All the work prepared during the 7- or 8-day effort shall be presented and explained.

Through the design sessions, on-going public input and meeting/feedback loops, it is possible to quickly build consensus and ensure that the Master Plan and Code accurately reflect Escambia County's/the community's aspirations, while being real and implementable. Most importantly, the Charrette is intended to inspire the local citizenry to actively participate in this entire planning process.

We anticipate that minor refinements may be needed to the documents after the Charrette. Often, new information becomes available that may affect the work. Our proposed scope includes a full generation of revisions to the above deliverables (except where noted) in the Post-Charrette Phase.

In addition to the above, and following the Charrette, an **Implementation Plan** will be developed concurrent with the work on the Master Plan. Once sites for possible developer partnerships are identified (see Specific Interventions above), each Specific Intervention shall be tested against the code-in-progress. The Consultant Team, working with the Client Team, shall frame options and provide strategic, legal, security and economic advice and assessments related to redevelopment alternatives that arise during the Charrette process. The DPZ Team will help bridge gaps that may occur between visioning and planning goals and real world practical implementation issues ranging from financing to legal, engineering and marketplace issues. Resulting strategies and plans will be better grounded in marketplace realities and implementation strategies will have a higher likelihood of success. In vetting code and plan proposals, the Consultant Team is able to better ensure that these are viable and developer-friendly; the implementation plan shall include:

- Proposed revisions to the Land Development Code (in the form of an ordinance) and the 2030 Comprehensive Plan (in the form of a Comprehensive Plan Amendment and ordinance);
- Recommendations, for tax incentives, grants, "business zoning districts" regulatory language and land use changes that will promote and encourage economic development;
- Preliminary engineering of recommended improvements and assessment of the impact/benefit to the community for each improvement;
- A preliminary priority list and timetable for predicted/proposed infrastructure improvements (include an alternative schedule that could serve as a "pay-as-you-go" plan); and
- Other implementation strategies, timelines, budget estimations and possible revenue sources.

The DPZ Team will work with the Client Team to develop realistic financing and economic development strategies for Perdido Key to implement the proposal/s that emerge/s from the Charrette. We will identify opportunities for both public and private investment in Perdido Key and make recommendations for strategies to secure such investment.

2.2 Presentation to the Escambia County Team (Week 16): The Consultant Team, in coordination with the Client Team, (if desired) shall schedule a special meeting to formally present the preliminary Charrette results to the Escambia County Team, and if desired, the Steering Committee, the Local Planning Agency and the Board of County Commissioners at the conclusion of the Charrette.

PHASE 3: POST CHARRETTE/REFINEMENT/FINAL PRODUCT DELIVERY (WEEKS 17 – TO BE DETERMINED)

3.1 Milestone Deliverable: Draft Master Plan, Code and Implementation Plan Report (Weeks 17 - 22): Following the Charrette, the Consultant Team will compile the documents and recommendations developed at the Charrette and deliver the Draft Report to the Client Team. The Draft Report will include the Illustrated Master Plan, other documents prepared at the Charrette and a summary of the Charrette process and participation. The draft code will include the Preliminary zoning/Regulating Plan developed at the Charrette.

3.2 Public Hearing and Draft Report Review with the Escambia County Team (Week 23 - TO BE DETERMINED): Following the submission of the Draft Report, the Master Plan shall be presented at an Escambia County Public Hearing, to be attended by DPZ (Note: This public hearing is anticipated to occur in late 2012; the County shall provide sufficient notice to DPZ on the dates for the hearing.). In addition to the material comments and directions for amending the Master Plan received at this hearing, the Client Team shall also review the Draft Report and provide coordinated and aggregated comments to the Consultant Team (including, as appropriate, comments from the Steering Committee, the Local Planning Agency and the Board of County Commissioners), in the form of one marked up copy of the Draft Report (Note: We anticipate this review of the Draft Report by the Client Team would comprise three weeks; this may or may not coincide with the public hearing described above, hence the completion week is to be determined. The timing of the remainder of the tasks below would be contingent on the timing of the public hearing.).

The Consultant Team will meet with the Client Team to review in person all consolidated comments on the Draft Report and to agree on a way forward for completing the Final Master Plan, Code and Implementation Plan Report.

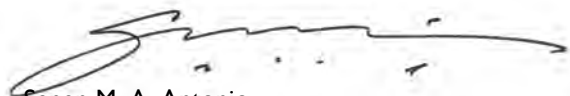
3.3 Milestone Deliverable: Final Master Plan, Code Revision and Implementation Plan Report (TO BE DETERMINED): The Consultant Team will use reasonable efforts to incorporate the Client Team's requested changes in the Final Report. The Consultant Team will complete these documents and deliver development-ready versions of the same to the County within three weeks after receipt of comments by and from the Client Team on the Draft Report per 3.2 above.

3.4 Code Administration and Implementation - Public Workshop (TO BE DETERMINED): The Consultant Team shall conduct a workshop primarily for Escambia County staff and if desired, the Steering Committee, the Local Planning Agency and the Board of County Commissioners, to ensure a firm understanding on the Master Plan, the Code and other supporting documents by its users and implementers. This session will cover the Articles of the Code, as well as interdepartmental training (e.g. Code Enforcement, Capital Improvements etc.), review of procedural changes and permits, required legislative changes, desired community outreach and finally, award applications.

3.5 Other Phase 3 Meetings and Presentations (TO BE DETERMINED; as necessary): As coordinated with the Client Team, the Consultant Team shall present the findings and recommendations pertinent to the final Master Plan, Code and Implementation Plan to the Planning Board, the BOCC, and other pertinent County agencies and entities as required by Escambia County. During the course of Phase 3, other required meetings (e.g. coordination meetings, Steering Committee meetings apart from those identified above etc.) may be scheduled in partnership with the Client Team.

Mr. Nobles, we are very honored to be working with the County on this important planning endeavor. If you have any questions please do not hesitate to contact us at 305 644 1023 or senen@dpz.com.

Best regards,



Senen M. A. Antonio
Partner/Director of Business Development



DUANY PLATER-ZYBERK & COMPANY, LLC

12 June 2012

Escambia County Florida
Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place
Pensacola, Florida 32502
Tel 850 595 4918

**Attn: Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator**

Dear Mr. Nobles,

**REQUEST FOR LETTERS OF INTEREST
PERDIDO KEY MASTER PLAN
SOLICITATION IDENTIFICATION NUMBER PD 11-12.021
PROPOSED PROJECT TIMELINE**

As requested, the Duany Plater-Zyberk & Company, LLC (DPZ) is pleased to provide herewith our proposed timeline for undertaking the above captioned work.

The DPZ Team proposes a work timeline comprising **22 weeks until the completion of the Perdido Key Master Plan Draft Report** (see Task 3.1). Assuming a start date of mid-July, 2012, this permits the completion of the Draft Report and the Master Plan’s review at the required public hearing before the end of the year, as desired by the Board of County Commissioners. The Final Report would then be completed after this public hearing and review with the Client team, incorporating, within reason, required changes.

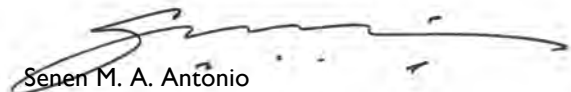
We acknowledge that this updated Work Plan will warrant review upon confirmation of the project commencement date and determination/confirmation of other key/milestone dates.

PHASE I: INITIATION/BASELINE DIAGNOSTICS AND ANALYSIS/PRE-CHARRETTE	Jul 16 2012 – Oct 22 2012
I.1 Project Initiation and Team Work Session	Week of Jul 16 2012
I.2 Site Tour	Week of Jul 16 2012
I.3 Collection, Collation and Review of Previous Studies and Base Information and Materials	Jul 16 2012 – Aug 03 2012
I.4 Milestone Task and Deliverable: Development Diagnostics Report	Aug 6 2012 – Oct 22 2012
I.5 Public Involvement/Community Outreach (including Milestone Task: Project Introduction Public Workshop/Presentation*)	Sep 03 2012 – onwards; *Towards the end of the week of Sep 24 2012

1.6	Pre-Charrette Preparations	Sep 24 2012 – Oct 22 2012
1.7	Other Phase I Meetings and Presentations	As needed
PHASE 2: MASTER PLAN CHARRETTE		Oct 23 2012 – Oct 31 2012
2.1	Milestone Task: Master Plan Charrette	Oct 23 2012 - Oct 31 2012
2.2	Presentation to the Escambia County Team	Oct 31 2012
PHASE 3: POST CHARRETTE/REFINEMENT/FINAL PRODUCT DELIVERY		Nov 1 2012 – To Be Determined
3.1	Milestone Deliverable: Draft Master Plan, Code and Implementation Plan Report	Nov 1 2012 – Dec 14 2012
3.2	Public Hearing and Draft Report Review with the Escambia County Team	Dec 17 2012 - To Be Determined
3.3	Milestone Deliverable: Final Master Plan, Code and Implementation Plan Report	To Be Determined
3.4	Plan and Code Administration and Implementation - Public Workshop	To Be Determined
3.5	Other Phase 3 Meetings and Presentations	As needed

Mr. Nobles, should you have any questions regarding the above please do not hesitate to contact us at 305 644 1023 or senen@dpz.com.

Best regards,



Senen M. A. Antonio
Partner/Director of Business Development



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2751

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Rebid Temporary Labor Services PD 11-12.035

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rebid Temporary Labor Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign an Indefinite Quantity, Indefinite Delivery Contract for Rebid Temporary Labor Services, PD 11-12.035, to Temporary Employment Services, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months in the approximate amount of \$873,850, (projected Fiscal Year 2012-2013 Budget), with an effective date of 6/28/12.

[Funding:

General Fund 001, Cost Center 110101, Object Code 53401 \$17,550
General Fund 001, Cost Center 210603, Object Code 53401 \$90,000
General Fund 001, Cost Center 270102, Object Code 53401 \$150,000
Solid Waste Fund 401, Cost Center 230301, Object Code 53401 \$25,000
Solid Waste Fund 401, Cost Center 230304, Object Code 53401 \$25,000
Solid Waste Fund 401, Cost Center 230306, Object Code 53401 \$60,000
Solid Waste Fund 401, Cost Center 230307, Object Code 53401 \$50,000
Solid Waste Fund 401, Cost Center 230314, Object Code 53401 \$140,000
Restricted Fund 101, Cost Center 350236, Object Code 53401 \$26,000
Restricted Fund 101, Cost Center 320502, Object Code 53401 \$29,000
EMS Fund 408, Cost Center 330603, Object Code 53401 \$10,000
Dev Review Fund 116, Cost Center 211902, Object Code 53401 \$65,000
LOST III Fund 352, Cost Center 210107, Object Code 56301 \$65,000
T&T Trust Fund 175, Cost Center 210211, Object Code 53401 \$30,000
LOST III 352, Cost Center 350229, Object Code 53401 \$75,000
CDBG Fund 129, Cost Center 220435, Object Code 58201 \$16,300]

BACKGROUND:

The Re-Bid Temporary Labor Services Contract is a means for Departments to obtain temporary workers when needed for assignments. This single vendor Contract will provide services to the temporary workforce currently assigned to various divisions throughout the County's departments. The vendor will also provide temporary workers for additional coverage during extended absences, unexpected vacancies, special projects, and increased workloads following natural disasters.

The Office of Purchasing solicited an invitation to Re-Bid PD11-12.035 for Temporary Labor Services on May 14, 2012. On May 30, 2012 6 bids were received, 2 being "No Bids".

The successful low bidder, Temporary Employment Services, Inc. (TESI) has an office at 1101 Gulf Breeze Parkway, Gulf Breeze, Florida, 32561. TESI is also a vendor of the County through Temporary Employment Services PD 08-09.069 and has provided services in recent months.

Based on budget projections, the Contract amount will be approximately \$873,850 for FY 12/13.

BUDGETARY IMPACT:

General Fund 001, Cost Center 110101, Object Code 53401 \$17,550
General Fund 001, Cost Center 210603, Object Code 53401 \$90,000
General Fund 001, Cost Center 270102, Object Code 53401 \$150,000
Solid Waste Fund 401, Cost Center 230301, Object Code 53401 \$25,000
Solid Waste Fund 401, Cost Center 230304, Object Code 53401 \$25,000
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T&T Trust Fund 175, Cost Center 210211, Object Code 53401 \$30,000
LOST III Fund 352, Cost Center 350229, Object Code 53401 \$75,000
CDBG Fund 129 Cost Center 220435 Object Code 58201 \$16,300

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Contract.

PERSONNEL:

Human Resources is the Contract Administrator for this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and issue the Purchase Orders.

Attachments

Agreement

AGREEMENT RELATING TO TEMPORARY LABOR SERVICES
PD 11-12.035

This Agreement is made this ___ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Temporary Employee Services, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 56-1308931 and whose principal address is 5413 Morton Road, New Bern, North Carolina 28561.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for temporary labor services (PD 11-12.035); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of one (1) year, unless terminated earlier pursuant to paragraph 7. The contract may be renewed for two (2) additional twelve month periods upon mutual agreement of the parties. In no event shall the Agreement extend beyond three (3) years in duration after exercising all options for renewal.
3. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 11-12.035, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor in accordance

with the Bid Form, dated May 25, 2012, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a weekly basis. Invoices shall reflect the number of hours expended and the amount due and owing for weekly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend 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 cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for 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, reckless, or intentional wrongful misconduct in the 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 anyone for whom the Contractor is legally liable. 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 limitation 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 relating to this Agreement. Such payment on the 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.

9. **Insurance.** The Contractor is required to carry the following insurance:
- (a) General Automobile Liability with \$1,000,000 minimum per occurrence for all liability.
 - (b) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (c) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (d) Excess or Umbrella Liability.
 - (e) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
 - (f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Temporary Employee Services, Inc.	To: County
Attention: Lucine Moffett	Attention: County Administrator
5413 Morton Road	221 Palafox Place, Suite 420
New Bern, NC 28561	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed

address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of

_____, 2012, and Temporary Employee Services, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Date: _____

BCC Approved: _____

By: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Hval

Title: HCA

Date: 6/12/12

CONTRACTOR:
TEMPORARY EMPLOYEE SERVICES,
INC.

By: Lucine Moffett, President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID OF TEMPORARY LABOR SERVICES
SPECIFICATION PD 11-12.035**

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- EXHIBIT "D" AGENCY DISCLAIMER

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),
CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

RE-BID OF TEMPORARY LABOR SERVICES

SPECIFICATION NUMBER PD 11-12.035

**A Pre-Solicitation will be held on May 22, 2012 at 10:00a.m., CDT at the Office of Purchasing,
Conference Room 11.407**

**BIDS WILL BE RECEIVED UNTIL: Wednesday May 30, 2012, 10:00a.m., CDT
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Wilson B. Robertson, Chairman
Gene Valentino, Vice Chairman
Kevin W. White
Grover Robinson, IV
Marie Young**

Procurement Assistance:

**Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Web: <http://www.myescambia.com/Bureaus/ManagementServices/Purchasing.html>**

Technical Assistance:

**Barbara Keyser
Human Resources Supervisor
Human Resources
221 Plafox Place, Ste. 200
Pensacola, FL 32502
Tel: (850) 595-1479
Fax: (850) 595-3020**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4980.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**RE-BID OF TEMPORARY LABOR SERVICES
PD 11-12.035**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

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Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	6
Drug Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporation Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13
Scope of Work	22
EXHIBITS A through F (Exhibit "D" *)	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4807

Invitation to Bid

RE-BID OF TEMPORARY LABOR SERVICES

SOLICITATION NUMBER: PD 11-12.035

SOLICITATION

MAILING DATE: Monday, May 14, 2012

PRE-BID CONFERENCE: Non-mandatory Pre-Sol. Conf. will be held Tuesday at 10:00a.m., CDT on May 22, 2012 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: May 30, 2012, Wednesday, 10:00am, CDT and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all cases of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final award to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

Signature of Person Authorized to Sign

Date

ATTEST _____

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST _____

Witness

Date

ATTEST _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

H:\PR\MAST_DOC\UniformContractVol\SolOfferAwardPurA.doc

Revised (7/18/06)

BID FORM
Specification Number PD 11-12.035
Re-Bid of Temporary Labor Services

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, Undersigned, hereby propose to provide at the following Price:

Worker's Comp Code	Worker's Compensation Categories General Description with Typical Job Titles	Billable Rate Factor* i.e., 1.22, 1.43
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	
8742	Salespersons, Collectors or Messengers – Outside (Courier)	
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	
9102	Park – (Maintenance Worker, Technician)	
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)

*The Billable Rate Factor for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

QUANTITY	DESCRIPTION	UNIT PRICE
(TO BE FILLED IN)		

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Type of Contractor's License, Certification and/or
 Registration _____

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing
 Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
 Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
N/A	

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 11-12.035, "Re-Bid Of Temporary Labor Services", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work: Escambia County is seeking a temporary employment agency or service to provide qualified individuals to temporarily fill a variety of various types of positions for different departments within the County.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Tel: (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to: Barbara Keyser, Human Resources Supervisor, Tel: (850) 595-1479, Fax: (850) 595-3020.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

5. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing 213 Palafox Place, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, May 22, 2012 at 10:00a.m., CDT. Questions should be emailed to joe_pillitary@co.escambia.fl.us no later than 5:00p.m., May 25, 2012.

6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

8. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid form for thirty-six (36) months.

An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified. The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without

an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. **Award**

Bidders shall provide a Billable Rate Factor for each category on the Bid Form. Award of the contract shall be based on the bidder with the lowest average Billable Rate Factor. The average Billable Rate Factor will be determined by adding the Billable Rate Factors and dividing by eleven (11 categories).

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for 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 Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 made. Such payment on the 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.

SCOPE OF WORK

CONTRACT EFFECTIVE: Upon Award with implementation no later than August 1, 2012.

The purpose of this Invitation to Bid is to solicit sealed bids for a fixed price contract to furnish, as required, Temporary Labor Services for the Escambia County BCC (County). This will be a single award contract.

Assignments will have a not-to-exceed (NTE) date determined based on the needs of the position. These assignments can be extended at one or two year intervals with the approval of the Human Resources Department. Assignments will not be made that will have a NTE date past the NTE date of the contract.

The Human Resources Department of the Board of County Commissioners will be the initial contact between the Agency, the County Division and the County's jobsite Supervisor.

The number and type of positions under this contract will vary from time-to-time. The minimum and maximum number of positions will vary based on the needs of the County. The positions that could require staffing at the initial stage of this period are listed in Exhibit "A". The County's 2010/2011 Pay Schedule (Exhibit "B") is to be used as a guideline and rates of pay may be higher or lower. The request for a temporary worker shall include the length of the assignment, the pay rate, the workers' compensation code, the job description, exempt/non-exempt status and details of the work assignment. The request form (Exhibit "F") will include the Worker's Compensation Classification however; the Agency will be responsible for verifying the accuracy of the Worker's Compensation Code prior to filling the order. Worker's Compensation Codes and Job Titles may be found in Exhibit "C". Job descriptions for positions listed in Exhibit "C" may be found on the County's website, www.myescambia.com. Should the County need a position that is not covered in this solicitation the billable rate will be determined by negotiations coordinated by the Human Resources Department with the Agency.

Escambia County will not be required to retain a temporary employee for a minimum amount of time. The County is not responsible for any benefits of the temporary employee. The Agency shall complete the Agency Disclaimer (Exhibit "D") and return with Bid submittal.

The Agency

The Agency shall be required to adhere to the Drug Free Workplace Statement included in this solicitation. It will be required that the Agency will complete the following for each temporary employee who will be assigned to a County Division:

A. REQUIRED – (Cost associated with 1-4 may not be billed to the County and these costs shall be incorporated in the billable rate factor.)

1. A minimum of a five-panel drug test (Drug test to be performed upon offer of assignment to the County – exception would be for any temporary employee transferring as a result of the award of this contract.)
2. A criminal background check for the previous two-year period and any activity found is to be discussed with the County's supervisor. A temporary employee may be placed at the County subject to the results of the criminal background check.
3. Minimum of two employment reference checks.
4. Sexual Predator background check.

The Agency may be required to conduct additional tests and background checks based on position requirements.

B. ADDITIONAL - (At County's Request – may be billed back to the County at cost)

1. Education check, as required.
2. Credit Check, if applicable. (For positions that handle money)
3. A Division of Motor Vehicles background check, if applicable.
4. DOT 5-panel drug test, as required.

All costs associated with additional tests, background checks (Items B 1-4) or any other required information verification performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County. A copy of Agency's invoice associated with the tests or background checks will be required to be submitted with the Agency's invoice to the County.

Temporary employees required to travel from Division to Division, to perform assigned work, may receive mileage reimbursement (with proper and approved documentation) at the current County rate.

Temporary employees assigned to the County, who will be handling money, will be bonded prior to their assignment to the County.

The Agency will maintain a local office and provide a dedicated Site Supervisor for all temporary employees assigned to this contract. The responsibilities of the Agency's Site Supervisor will include, but not be limited to, monthly meetings with temporary employees which include, safety training, orientation and/or training of the rules, regulations, and practices of the Agency and any other employee issues and concerns. The Agency's Site Supervisor will discipline, counsel, evaluate performance, and terminate (when deemed necessary) the temporary employees. The Agency's Site Supervisor will work a minimum of twenty (20) hours a week, and be available to address temporary employees concerns, questions, etc. each week. If the County should have a serious issue with the Agency's temporary employee, the Agency's Site Supervisor or other member of the Agency's management team must be able to visit the work site within 45 minutes of the request. Other site visits will be required when requested. The Agency's Site Supervisor will submit a quarterly report outlining their activities to Escambia County Human Resources including a current roster of those assigned to the County. The Agency will have provisions for someone in management/supervision to be available, if for any reason the Agency's Site Supervisor is unavailable. The time sheets will be electronically transmitted by the County's divisions on a weekly basis. The paychecks/stubs shall be delivered to each job site, on a weekly basis, by the Agency's Site Supervisor. The County will not provide compensation for the Agency's Site Supervisors' expenses.

All temporary employees shall abide by the safety guidelines in the County's Safety Policy Manual which may be found at www.myescambia.com under Risk Management.

The Agency shall provide any Personal Protective Equipment and safety training required for the position. **All costs associated with Personal Protective Equipment shall be incorporated in the billable rate factor.**

All temporary employees shall maintain high standards of personal grooming and shall dress appropriately for the job.

If the Agency's employee is in an automobile accident, doing County business, the Agency will be responsible for the post accident drug test at no additional cost to the County.

The Agency will be required to supply personnel that shall perform all required functions in a satisfactory manner. The County shall be the sole judge of satisfactory performance. The County may decline to accept any person provided by the Agency as soon as the County determines the person is not performing in a satisfactory manner. The County will be obligated to pay the agency for services rendered only until the time

the Agency is notified that the performance is unsatisfactory. The Agency shall not be eligible to collect any fee if the County subsequently hires any person assigned to the County under this contract. Temporary assignments with the County will be a minimum of ninety (90) calendar days before the County will be eligible to hire an individual as a regular County employee. If the County refers the candidate for the assignment, the County may hire the individual at any time.

The Agency shall agree to supply a temporary employee to the County within a minimum of four (4) hours and a maximum of forty-eight (48) hours. Exceptions occur when departments elect to interview candidates and/or special recruitment activities are needed. The Agency will be notified at the time of request as to the time frame that the temporary employee will be required. If the temporary employee is a former County employee, the Agency shall contact the Escambia County Human Resources Department for clearance before the temporary employee is assigned to the County.

County mandated Emergency Administrative Leave is for regular County employees only. Temporary employees on assignment with the County are not required to work during a County mandated emergency. Temporary employees requested and willing to work will be paid at their regular rate of pay for any hours worked.

Overtime hours are not normally allowed but if worked the FLSA guidelines will be followed according to the exempt or non-exempt status of the position.

The Agency will have all temporary employees sign a Temporary Employee Disclaimer (Exhibit "E") stating they are not an employee of the County and the County will not provide any benefits. A copy of this signed document will be sent to the County's Human Resources Department, prior to the start date of the assigned temporary employee.

Invoicing

Invoices submitted in duplicate for employees to be paid should include, as a minimum, the following information: (1) temporary employee name, (2) classification or job title, (3) rate paid by the County, (4) purchase order number, (5) full amount of the employee(s) approved hours, with a copy of signed time sheet, and should be submitted separately for each Division. The Clerk of the Circuit Court, Accounts Payable, 221 Palafox Place, Pensacola, FL 32502, will provide payment upon receipt of the required documents.

Requesting a Temporary Employee

When requesting a temporary employee, the Departments and offices of the County will submit a completed "Request for Temporary Labor Service" form (Exhibit "F") to the Human Resources Department. The Human Resources Department will review and forward this request to the Agency. When an individual is selected by the Agency, the Agency will notify the County's Contract Administrator and the County's Work-Site Supervisor who will become the person of contact for the temporary employee, the County, and the Agency.

BILLABLE RATE FACTOR

The Billable Rate Factor for all categories listed on the Bid Form is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug tests (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate.

Example: \$10.00 hourly pay rate x 1.33 (Billable Rate Factor) = \$13.30 hourly bill rate

The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. **If the billable rate factor is not submitted in this format, the agency will be disqualified.**

Note: The source of the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.

Exhibit "A"
Positions Typically Filled

Job Title	W/C Code	Pay Rate	Department	Personal Protective Equipment
Accounting Assistant	8810	\$9.89	Solid Waste	Steel-toed workboots, Hi-Vis Lime Vest, rain gear, safety glasses
Accounting Assistant	8810	\$10.20	Solid Waste	Steel-toed workboots, Hi-Vis Lime Vest, rain gear, safety glasses
Equipment Operator II (2)	6217	\$12.11	Solid Waste	Hard Hat, safety glasses, safety vests, gloves, steel-toed boots, raincoats
Equipment Operator III	6217	\$14.10	Solid Waste	Hard Hat, safety glasses, safety vests, gloves, steel-toed boots, raincoats
Senior Office Support Asst.	8810	\$10.71	County Admin.	
IT Technician (3)	8810	\$14.50	Information Technology	
Custodial Worker (3)	9015	\$9.89	Facilities Management	Rubber Gloves, non-slip type safety shoe
Office Support Assistant	8810	\$9.89	Parks	
Office Support Assistant	8810	\$10.00	Transportation & Traffic	
Administrative Aide	8810	\$12.50	Community & Environmental	
Office Support Assistant (2)	8810	\$9.89	Animal Services	
Laborer/ Maint. Worker (2)	5509	\$10.39	Parks	Hard Hat, safety glasses, safety vests, gloves, steel-toed work boots, boots, raincoats
Engineer Project Coordinator	9410	\$20.13	Public Works/Engineering	
Engineer	9410	\$22.21	Public Works/Engineering	
Environmental Technician	9015	\$14.10	Solid Waste	
Kennel Technician (2)	8831	\$10.91	Animal Services	Steel-toed work boots, gloves
This list is subject to change based on County needs.				

Exhibit "B"
BCC PAY SCHEDULE

Paygrade	HOURLY					ANNUAL	
	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum	Minimum	Maximum
A10	7.25	8.11	8.96	9.82	10.67	15,080	22,198
A11	9.89	11.38	12.86	14.34	15.83	20,577	32,923
A12	10.39	11.95	13.50	15.06	16.62	21,606	34,570
A13	10.91	12.54	14.18	15.81	17.45	22,686	36,298
B20	10.91	12.55	14.18	15.82	17.46	22,695	36,312
B211	12.11	14.72	17.34	19.95	22.57	25,182	46,939
B21	12.11	14.86	17.22	19.77	22.33	25,182	46,439
B22	14.10	16.22	18.34	20.45	22.57	29,337	46,939
B23	16.13	18.55	20.97	23.39	25.81	33,553	53,685
B31	17.42	20.04	22.65	25.26	27.88	36,238	57,981
B32	18.82	21.64	24.46	27.28	30.10	39,136	62,618
C41	20.13	23.15	26.17	29.19	32.21	41,876	67,002
C42	21.54	24.77	28.00	31.24	34.47	44,807	71,691
C43	23.05	26.51	29.96	33.42	36.88	47,943	76,709
C51	24.86	28.38	32.06	35.76	39.46	51,300	82,080
C52	26.39	30.35	34.31	38.26	42.22	54,890	87,824
D61	28.24	32.47	36.71	40.94	45.18	58,733	93,973
D62	29.93	34.42	38.91	43.40	47.89	62,257	99,611
D63	31.73	36.49	41.24	46.00	50.76	65,992	105,587
D71	33.63	38.68	43.72	48.76	53.81	69,952	111,923
D72	35.65	41.00	46.34	51.69	57.04	74,149	118,638
E80	31.12	35.78	40.45	45.12	49.79	64,723	103,557
E81	37.79	43.46	49.12	54.79	60.46	78,598	125,757
E82	40.05	46.06	52.07	58.08	64.09	83,314	133,302
E83	42.46	48.83	55.20	61.66	67.93	88,313	141,301
E91	45.01	51.76	58.51	65.26	72.01	93,612	149,779
E92	47.71	54.86	62.02	69.17	76.33	99,228	158,765
F101	52.48	60.35	68.22	76.09	83.96	109,150	174,640
F102	57.72	66.38	75.04	83.70	92.36	120,065	192,104

(Annual salaries rounded to the nearest dollar)

FY 2010/2011

Exhibit "C"

Worker's Compensation Codes and Job Titles	
Code	Job Titles
5190	Maintenance Shop Supv
5191	Warehouse Supervisor - SOE
5509	Engineering Specialist (Traffic)
5509	Equip Operator II (Holding Ponds)
5509	Equip Operator II (Roads)
5509	Equip Operator II (Term)
5509	Equip Operator III (Holding Ponds)
5509	Equip Operator III (Roads)
5509	Equip Operator IV (Holding Ponds)
5509	Equip Operator IV (Roads)
5509	Field Supervisor (Roads)
5509	Field Supervisor (Sign Maintenance)
5509	Field Supervisor (Holding Ponds)
5509	Laborer
5509	Maintenance Tech (Electrical)
5509	Maintenance Worker (Temp) (Roads)
5509	Program Manager (Roads)
5509	Road Construct Spec
6217	Equip Operator II (Solid Waste Ops)
6217	Equip Operator III (Solid Waste Ops)
6217	Equip Operator III (Solid Waste Transfer Station)
6217	Equip Operator IV (Solid Waste Ops)
7704	Battalion Chief
7704	Deputy Fire Chief
7704	Fire Captain
7704	Fire Chief
7704	Fire Inspector
7704	Fire Lieutenant
7704	Fire LT/Public Edu Coord
7704	Fire Marshall
7704	Firefighter
7704	Firefighter Trainee (Relief)
7705	Emergency Medical Specialist
7705	EMS Quality Specialist
7705	Paramedic Supervisor
7720	Corrections Captain
7720	Corrections Corporal
7720	Corrections Lieutenant
7720	Corrections Officer
7720	Corrections Officer (Term)
7720	Corrections Sergeant
7720	Food Service Assistant
7720	Food Service Supv
8380	Fleet Maint Spec (Fleet Maintenance)
8380	Fleet Maint Supv (EMS)
8380	Fleet Maint Supv (Fleet Maintenance)
8380	Fleet Maint Tech (Fire Services)
8380	Fleet Maint Tech (Fleet Maintenance)
8380	Fleet Maint Worker
8380	Fuel Distrib Assistant
8380	Lead Fleet Maint Tech
8380	Strip/Wrte Tech (Fleet Maintenance)
8601	Building Code Inspector (Building Section - Office Personnel)

Exhibit "C"

Worker's Compensation Codes and Job Titles	
Code	Job Titles
8601	County Surveyor
8601	Division Manager (DCAT)
8601	Division Manager (Water Quality)
8601	Engineering Tech
8601	Equip Operator II (Roads/Engineering)
8601	Inspections Supervisor (Building Section - Office Personnel)
8601	Inspections Supervisor (Site Inspections)
8720	Environmental Analyst (All Others)
8720	Environmental Prog Mgr
8720	Maintenance Tech (Water Quality)
8742	Courier - SCE
8742	Engineering Specialist (Engineering)
8742	Real Estate Acquis Spec
8742	Real Estate Acquis Tech
8742	Risk Analyst
8742	Risk Specialist
8810	Accountant
8810	Accounting Assistant
8810	Accounting Technician
8810	Administrative Assistant
8810	Administrative Supervisor
8810	Asst County Administrator
8810	Biding Supervisor
8810	Budget Analyst
8810	Budget Manager
8810	Building Codes Manager
8810	Bureau Chief Aide
8810	Commissioner
8810	Commissioner's Aide
8810	Communication Associate
8810	Communications Coord
8810	County Administrator
8810	Criminal Just Prog Mgr
8810	Criminal Justice Spec I
8810	Criminal Justice Spec II
8810	Customer Service Tech
8810	Department Director
8810	Department Director II
8810	Department Director III
8810	Deputy SCE for Admin
8810	Director's Aide
8810	Division Manager (All Others)
8810	Econ Dev Coordinator
8810	Election Specialist
8810	Election Supp Assistant
8810	Emergency Comm Dispatcher
8810	Emergency Comm Mgr
8810	Emergency Comm Supv
8810	Emergency Ops Officer
8810	Emergency Planning Coord
8810	Eng & Env Quality Manager
8810	Engineering Specialist (Traffic - Office Staff)
8810	Exec Asst to County Admin

Exhibit "C"

Worker's Compensation Codes and Job Titles	
Code	Job Titles
8810	Extension Agent I
8810	Extension Agent II
8810	Extension Agent III
8810	Extension Agent IV
8810	Fire Services Manager
8810	Fmasc Matl Hlth Spec-Trm
8810	Fuel Distrib Supv
8810	GIS Analyst
8810	GIS Technician
8810	Grants Coordinator
8810	Human Res Associate I
8810	Human Res Associate II
8810	Human Res Associate III
8810	Human Resources Supv
8810	Info Specialist - SOE
8810	Info Technology Coord
8810	Info Technology Spec
8810	Info Technology Tech
8810	IT Opers Mangr - Court Admin
8810	Job Devel Cours (Grant)
8810	Medical Director
8810	Medical Records Tech
8810	Network Engineer - Court Admin
8810	Office Support Assist
8810	Plans Examiner
8810	Pol Worker - SOE
8810	Program Coordinator
8810	Program Manager (Human Assistance)
8810	Program Manager (Traffic)
8810	Prop Lien Program Coord
8810	Purchasing Coordinator
8810	Purchasing Specialist
8810	Records Mgmt Liaison Off
8810	Recycling Oper Manager
8810	Redeveloper I
8810	Redeveloper II
8810	Risk Manager
8810	Sr Criminal Justice Spec
8810	Sr Election Supp Asst
8810	Sr Office Support Assist
8810	Sr Urban Planner
8810	Storekeep/Warehouse Supv (All Others)
8810	Storekeep/Warehouse Sup (EMS)
8810	Strip/Wrths Tech (EMS)
8810	Strip/Wrths Tech (Fire Services)
8810	Strip/Wrths Tech (Fleet Maintenance - Driver)
8810	Student Assistant
8810	Supervisor of Elections
8810	Systems Analyst
8810	Teen Org Coordinator - Court Adm
8810	Telocum & Utilities Mgr
8810	Telocum Services Tech
8810	Train/Project Coord - SOE

Exhibit "C"

Worker's Compensation Codes and Job Titles	
Code	Job Titles
8810	Urban Planner I
8810	Urban Planner II
8810	Worker's Compensation Specialist
8820	Administrative Assistant (County Attorney)
8820	Asst County Attorney
8820	County Attorney
8820	Deputy County Attorney
8820	Paralegal
8831	Animal Control Officer
8831	Animal Control Supv
8831	Kennel Technician
8831	Veterinarian
9015	Custodial Mgr
9015	Custodial Supv
9015	Custodial Worker
9015	Environmental Tech
9015	Maintenance Tech (Facilities)
9015	Maintenance Worker (Facilities)
9015	Maintenance Worker (Temp) (Extension)
9015	Program Manager (Facilities)
9015	Stripper/Wrths Tech (Facilities)
9102	Field Supervisor (Parks)
9102	Maintenance Tech (Equestrian Center)
9102	Maintenance Tech (Parks)
9102	Maintenance Worker (Equestrian Center)
9102	Maintenance Worker (Parks)
9102	Recreation Coordinator
9102	Recreation Manager
9402	Fleet Maint Tech (Mosquito Control)
9402	Mosquito Control Supv
9402	Mosquito Control Tech
9403	Environmental Analyst (Recycling)
9403	Equip Operator III (Recycling)
9403	Field Supervisor (Solid Waste)
9403	Field Supervisor (Recycling)
9403	Fleet Maint Supv (Solid Waste)
9403	Fleet Maint Tech (Solid Waste)
9403	Landfill Service Worker
9403	Operations Supervisor
9403	Safety Technician
9410	Bldg Cd Enforce Official
9410	Building Code Inspector (All Others)
9410	Construction Inspector
9410	Construction Mgr
9410	Division Manager (Marine Resources)
9410	Engineering Project Coord
9410	Environ Enforce Offr
9410	Inspections Supervisor (All Others)
9410	Lead Env Enforce Officer
9410	Program Manager (Engineering)
9410	Sr Bldg Code Enf Official
9410	Water Quality Manager
9410	Water Quality Tech-Grant

EXHIBIT "D"

Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

**I hereby certify that _____ will obtain
Agency Name**

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: _____

_____ Date

_____ (Print Name/Title)

Exhibit "E"

(Agency Letterhead)

Temporary Employee Disclaimer

I, _____, understand that I am an employee of
(Temporary Employee)
_____, not Escambia County Board of County
(Agency)

Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through _____ to Escambia County BCC. As an

(Agency)
employee of _____, I am, however, eligible for the benefits
(Agency)
that are exclusively offered through them.

I, _____, hereby acknowledge that I have completed an
(Temporary Employee)
orientation from _____ regarding the policies, procedures, safety
(Agency)
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

Temporary Employee Signature

Date

Job Title

Department

Agency Representative Signature

Date

Exhibit "F"

Escambia County Board of County Commissioners

Request for Temporary Labor Service

Submit Request to BCC Human Resources – Job Description must be attached.

For Division Use

Date Position Required _____ Approximate Length of Time Required _____
Status: [] New Request [] Replacement (for) _____
Department/Division: _____
Address: _____
Phone Number: _____ FAX Number: _____
Job Title: _____ DBM _____ Worker's Comp. Code: _____
Exempt: [] Non-Exempt: [] Min. Hourly Rate of Pay: _____ Billable Rate: _____
Division's Purchase Order #: _____
Job Description Attached: [] Yes OTHER KNOWLEDGE, EXPERIENCE, SKILL OR ABILITIES REQUESTED:
(Type in space below)

DRIVER'S LICENSE CHECK REQUIRED: [] Yes [] No
SELECTION PREFERENCE: [] Interview [] Review Resume [] Send Applicant

Temporary Employee should:

Report to: _____ Time: _____
Work Days: _____ Work hours: _____
Job Site Location: _____ Site Phone: _____
Job Attire Required: _____ PPE Required: _____
Job Site Supervisor: _____

Requested By: _____ Name _____ Date _____ Telephone Number _____

Approved By: _____ Department Director Signature _____ Date _____ Telephone Number _____

(Forward signed form to Human Resources - Employment Section)

For Temporary Labor Service Use

Billable Rate: _____ Note: All placements must be drug tested.
Has applicant been employed by the BCC before? ___Yes___ No If yes, provide details.
Placement for this referral: ___Yes___ No Name of Applicant: _____
Signed Disclosure Statement attached: ___Yes___ No

(Agency to complete this section and fax to 850-695-3020 attn: Employment Section, with Disclosure Statement)

BID FORM
Specification Number PD 11-12.035
Re-Bid of Temporary Labor Services

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida

Date: 05/25/12

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders for Temporary Labor Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, Undersigned, hereby propose to provide at the following Price:

Worker's Comp Code	Worker's Compensation Categories General Description with Typical Job Titles	Billable Rate Factor* i.e., 1.22, 1.43
5509	Street or Road Maintenance or Beautification & Drivers (Road Department – Equipment Operator, Laborer, Maintenance Worker, Maintenance Technician, Specialist)	1.29
6217	Excavation & Drivers (Solid Waste Department – Equipment Operator)	1.25
8380	Automobile Service or Repair Center & Drivers (Fleet Maintenance Worker, Technician, Storekeeper/Warehouse Technician)	1.27
8742	Salespersons, Collectors or Messengers – Outside (Courier)	1.19
8810	Clerical Office Employees (Office Support, Administrative Aide, IT Technician)	1.19
8820	Attorney – All Employees & Clerical, Messengers, Drivers (Office Support)	1.19
8831	Hospital – Veterinary - & Drivers (Kennel Technician)	1.26
9015	Buildings – Operation by Owner or Lessee (Custodial Worker, Environmental Technician)	1.26
9102	Park – (Maintenance Worker, Technician)	1.26
9403	Garbage, Ashes or Refuse Collection & Drivers (Landfill Service Worker)	1.29
9410	Municipal, Township, County or State Employee (NOC - Not otherwise Classified) – (Engineer Project Coordinator, Engineer)	1.24

(Source for the worker's compensation codes and categories is National Council on Compensation Insurance, Inc.)

*The Billable Rate Factor for all categories listed is defined for the purpose of this solicitation as a multiplier. This factor should include workers' compensation, payroll taxes, all required background checks and drug test (A 1-4) and any benefits the Agency chooses to provide. All costs associated with the Agency's site supervisor, employee personal protection equipment and all other deductions and profits are to be included in this rate. The Billable Rate Factor shall be expressed numerically, i.e., 1.41, 1.68, 2.30, etc. Example: \$10.00 (Hourly Pay Rate) X 1.33 (Billable Factor) = \$13.30 (Hourly Bill Rate).

***Submittals with any deviation from this format will be disqualified.**

All costs associated with tests, background checks, etc. (not listed in A 1-4) performed as requested by Escambia County Human Resources Department shall be pass through costs with no markup to the County and should not be included in the billable factor.

The Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.



QUANTITY	DESCRIPTION	UNIT PRICE
(TO BE FILLED IN)		

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number F05000000624

Occupational License No. 0000608906

Florida DBPR Contractor's License, Certification and/or
 Registration No. N/A

Type of Contractor's License, Certification and/or
 Registration N/A

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox _____

Will your company accept Escambia County Purchasing
 Cards? Yes No _____

Will your company accept Escambia County Direct
 Payment Vouchers? Yes No _____

County Permits/Fees required for this project:

Permit	Cost
<u>N/A</u>	

Bidder: Temporary Employee Services, Inc.

By: Lucine Moffett

Signature: *Lucine Moffett*

Title: President

Address: 5413 Morton Road P.O. Box 12780
 New Bern, NC 28561

Person to contact concerning this bid:

Lucine Moffett

Phone/Toll Free/Fax # 800-633-9715

(cell) 252-514-5380 / (fax) 252-638-5087

E-Mail Address: lmoffett@tesiteam.com

Home Page Address: www.tesiteam.com

Person to contact for emergency service:

Lucine Moffett

Phone/Cell/Pager #: 252-514-5380

Person to contact for disaster service:

Lucine Moffett

Home Address: 2006 Downing Drive
 Pensacola, FL 32505

Home Phone/Cell/Pager #: 252-514-5380



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2757

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Purchase of John Deere Wheel Loaders for Road Department

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning The Purchase of John Deere Wheel Loaders - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract, 2011-2012 Contract for Vehicles and Equipment, Bid #11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for 3 John Deere Wheel Loaders, Model 544K, in accordance with specifications, PD 11-12.041, to Beard Equipment Company, in the amount of \$404,945.61.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

These Wheel Loaders will replace 3 1996 models currently assigned to Public Works Infrastructure, Roads Division, Property #'s 43722, 43723, and 43724. Age, operating hours, and increasing maintenance costs warrant the replacement of these pieces of equipment.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2761

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Purchase of New Holland Backhoe

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a New Holland Backhoe - Amy Lovoy,
Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association 2011-2012 Contract for Vehicles and Equipment, Bid #11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64 Board approval, and award a Purchase Order for one New Holland Backhoe, Model B95.B, PD 11-12.042, to Kingline Equipment Company, in the amount of \$61,722.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

This Backhoe will replace a 1975 Ford 9600 Tractor, #49469, and a 1975 Hyster Grid Roller, #49501, currently assigned to Public Works Infrastructure, Roads Division. Age and operating hours warrant the replacement of these pieces of equipment.

BUDGETARY IMPACT:

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2764

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Rebid Public Safety and Information Resources Facility Geothermal Loop Field Modification

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Re-bid Public Safety and Information Resources Facility Geothermal Loop Field Modification - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC, in the base bid amount of \$97,400, plus bid alternate #1 in the amount of \$26,600, for a total Contract award of \$124,000, for Re-bid Public Safety and Information Resources Facility Geothermal Loop Field Modification, PD 11-12.034, and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: General Fund 001, Cost Center 210606, Object Code 56301]

BACKGROUND:

The cooling capacity of the geothermal wells at the Public Safety Building is insufficient for the current demands placed on the Heating, Ventilation and Air Conditioning (HVAC) system. As a result, increased stress is being placed on both Information Technology's equipment and the building's mechanical equipment. During times such as EOC activation, the HVAC system is unable to operate effectively and maintain proper temperatures.

Alternative solutions were considered. Increasing the number of geothermal wells was determined to be the most cost effective means of addressing the needs of the HVAC system while maintaining the building's resistance to hurricane damage. Construction documents to add wells were prepared by Gulf Breeze Consulting, Inc. Purchasing formally advertised the project and received three bids at a public bid opening.

BUDGETARY IMPACT:

[Funding: General Fund 001, Cost Center 210606, Object Code 56301]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County FL, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contracts and Purchase Orders.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

DESCRIPTION: Re-Bid Public Safety and Information Resources Facility Geothermal Loop Field Modification
ITB# 11-12.034

BID TABULATION	Cover Sheet/ Acknowl.	Sworn Stateme Pursuant to Section (287.13 (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Base Bid	Alt 1	Alt 2
Bid Opening Time: 10:00 a.m., CDT Bid Opening Date: 6/08/2012 Opening Location: Rm. 11.407 NAME OF BIDDER									
The Green-Simmons Co.	Y	Y	Y	Y	Y	Y	\$112,900	\$28,500	(\$4,800)
Peaden Hobbs Mechanical, LLC	Y	Y	Y	Y	Y	Y	\$185,438	\$47,890	(\$10,200)
Birkshire Johnstone LLC	Y	Y	Y	Y	Y	Y	\$97,400	\$26,600	(\$2,900)
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator DATE: June 8, 2012								
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: June 8, 2012								
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: June 8, 2012								

The Purchasing Manager/Designee recommends to the BCC: To award a Contract Base Bid and Alternate #1 to Birkshire Johnstone LLC in the amount of \$124,000 (\$97,400 and \$26,600). Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 10:00 am CDT, 06/18/2012

CAR DATE 6/28/2012

BOCC DATE 6/28/2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2670

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Neighborhood Stabilization Program Amendments with AMR at Pensacola, Inc. and Community Enterprise Investments, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Neighborhood Stabilization Program Amendments to Non-Profit Agency Agreements with AMR at Pensacola, Inc., and Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Neighborhood Stabilization Program (NSP) Agreements with AMR at Pensacola, Inc., (AMR) and Community Enterprise Investments, Inc. (CEII):

- A. Approve Amendment #3 to the Non-Profit Agency Agreement with AMR to extend the term of the Agreement through June 30, 2013, to allow continuance of the program in accordance with NSP requirements;
- B. Approve Amendment #2 to the Non-Profit Agency Agreement with CEII to extend the term of the Agreement through June 30, 2013, to allow continuance of the program in accordance with NSP requirements; and
- C. Authorize the Chairman or Vice-Chairman to execute the Amendments and all related documents required to implement the project.

[Funding: Fund 129/NSP1, Cost Center 220502 and Fund 129/NSP3, Cost Center 220507]

BACKGROUND:

In 2008, Congress approved the National Housing and Economic Recovery Act of 2008 (HERA), which included a one-time \$3.9 billion allocation of CDBG-like funds to be used specifically for the acquisition, rehabilitation, or redevelopment of foreclosed or abandoned properties in areas targeted in accordance with HERA requirements to enhance neighborhood stabilization. Under this Act, Escambia County received \$4,565,918 in Neighborhood Stabilization Program (NSP1) funds. Last year, Escambia County received an additional \$1.2 million in funding for the Neighborhood Stabilization Program3 (NSP3) under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

The Board approved the NSP1 and NSP3 Amendments and related activities on November 20, 2008 and February 3, 2011 respectively (Exhibit I). Full copies of the NSP1 and NSP3

Amendments which outline the activities undertaken with this funding can be found online at http://www.myescambia.com/Bureaus/CommunityServices/Plans_Reports.html. Two local not for profits, AMR and CEII, have been instrumental in acquiring and rehabilitating foreclosed properties located in these target areas identified in the plans and selling those units to buyers at or below 120% of the area median income. The Amendments with AMR (Exhibit II) and CEII (Exhibit III) will allow them to continue planned activities and sell homes to eligible buyers before the closeout of the NSP1 grant in March 2013 and closeout of the NSP3 grant in May 2014.

NSP funds are being provided to these agencies through a loan pool for costs related to the rehabilitation of these homes. Depending on the income of the homebuyer, up to \$50,000 of the NSP financing will be provided to the homebuyer in the form of a deferred payment loan (second mortgage). All homebuyers will be required to participate in an eight hour HUD-approved homebuyer education class prior to closing on the home. This program encourages movement of vacant, foreclosed or abandoned homes, allows a wider variety of income-eligible families to attain affordable homeownership, and stimulates redevelopment in the targeted NSP areas.

BUDGETARY IMPACT:

Funding is included in FY 2012 budget in Fund 129 Cost Centers 220502 and 220507. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

These Amendments have been reviewed and approved by Kristin Hual, Assistant County Attorney. AMR and CEII have also reviewed the Amendments.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Agreements are required for agencies involved with the delivery of NSP services and such Agreements and their corresponding Amendments must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Continued oversight of the implementation of the Agreements will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI) in order to effect timely close out of the grants in accordance with HUD deadlines.

Attachments

Ex I: NSP BCC Agenda

Ex II: AMR Amendment

Ex III: CEII Amendment

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA2-18. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Consent Agenda Items 2 through 18, as follows (Item 1 was held for a separate vote):

1805

1. See Page 28.

2. Taking the following action concerning the Neighborhood Stabilization Program (NSP)/Substantial Amendment to 2008 Escambia Consortium Annual Action Plan:

1805

A. Approving and authorizing submission of a Substantial Amendment to the 2008 Escambia Consortium Annual Action Plan to incorporate \$4,565,918 in Neighborhood Stabilization Program (NSP) funding to undertake activities targeting the acquisition, rehabilitation, or redevelopment of foreclosed or abandoned properties in designated areas of Escambia County, the City of Pensacola, and the Town of Century, as provided by the U. S. Department of Housing and Urban Development (HUD), under the National Housing Economic Recovery Act of 2008 (HERA); and

B. Authorizing the County Administrator to execute the 2008 Substantial Amendment and related NSP Program forms, certifications, and any related documents as may be required to submit the Amendment to the U. S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP funds and to implement the NSP Program.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to 2010 Escambia Consortium Annual Action Plan (Funding: Fund/Cost Center to be assigned):
- A. Approve, and authorize submission of, a Substantial Amendment to the 2010 Escambia Consortium Annual Action Plan to incorporate \$1,210,487 in 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.

Approved 4-0, with Commissioner Young absent

9. Recommendation: That the Board take the following action concerning Escambia County's Office Recycling Program, PD 10-11.017 (Funding: N/A):
- 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.

Approved 4-0, with Commissioner Young absent

AMENDMENT #3
NON-PROFIT AGENCY AGREEMENT
(Agency: AMR at Pensacola, Inc.)
Escambia County Neighborhood Stabilization Program

THIS AMENDMENT is made and entered into this 28th day of June, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **AMR AT PENSACOLA, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID # 59-2940706), hereinafter referred to as the "**Agency**," for the sole purpose of financing the acquisition, rehabilitation or redevelopment and resale of foreclosed homes and residential properties to qualified persons or families in accordance with provisions of the Neighborhood Stabilization Program, hereinafter referred to as the "NSP."

WITNESSETH:

WHEREAS, the County has elected to participate in the NSP Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, said NSP Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP Program; and

WHEREAS, the non-profit Agency has exhibited the managerial and technical ability to carry out income targeted, affordable housing activities within the local area; and

WHEREAS, on April 16, 2009, the County entered an agreement with the Agency for the purpose of implementing the *NSP Foreclosed Property Acquisition/Rehabilitation Project*, hereinafter referred to as "Project"; and

WHEREAS, the County and Agency now wish to amend the original Non-Profit Agency Agreement dated April 16, 2009 and Amendment #1 dated July 8, 2010 and Amendment #2 dated July 7, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Non Profit Agency Agreement for the Neighborhood Stabilization Program dated April 16, 2009 as follows:

1. **ARTICLE VI, Section 6** of the Non-Profit Agency Agreement dated April 16, 2009, is hereby amended to read as follows:

6. This Agreement shall remain in effect through June 30, 2013, unless canceled sooner with or without cause by any party giving thirty (30) days prior written notice of such cancellation. This Agreement may be extended in writing, signed by both the COUNTY and AGENCY.

- 2. **EXHIBIT III** of the Non-Profit Agency Agreement dated April 16, 2009, is hereby amended to reflect the current 2011 Income Limits effective December 1, 2011. See Exhibit III, Page 25 (revised), attached hereto and incorporated herein.
- 3. All other provisions of the original Agreement dated April 16, 2009, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.
- 4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The Court shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Wilson B. Robertson, Chairman

BCC Approved: June 28, 2012

**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: A/C
Date: 5/24/12

AMR AT PENSACOLA, INC., a not for profit corporation chartered in the State of Florida

WITNESSED:

Print Name

Print Name

By: _____

President
Board of Directors

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President of AMR at Pensacola, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT III
NSP INCOME LIMITS
(revised)

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750

AMENDMENT #2
NON-PROFIT AGENCY AGREEMENT
(Agency: Community Enterprise Investments, Inc.)
Escambia County Neighborhood Stabilization Program

THIS AMENDMENT is made and entered into this 28th day of June, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID # 59-1586520), hereinafter referred to as the "**Agency**," for the sole purpose of financing the acquisition, rehabilitation or redevelopment and resale of foreclosed homes and residential properties to qualified persons or families in accordance with provisions of the Neighborhood Stabilization Program, hereinafter referred to as the "NSP."

WITNESSETH:

WHEREAS, the County has elected to participate in the NSP Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, said NSP Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP Program; and

WHEREAS, the non-profit Agency has exhibited the managerial and technical ability to carry out income targeted, affordable housing activities within the local area; and

WHEREAS, on July 8, 2010, the County entered an agreement with the Agency for the purpose of implementing the *NSP Foreclosed Property Acquisition/Rehabilitation Project*, hereinafter referred to as "Project"; and

WHEREAS, the County and Agency now wish to amend the original Non-Profit Agency Agreement dated July 8, 2010 and Amendment #1 dated July 7, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and AGENCY hereby agree to amend the Non Profit Agency Agreement for the Neighborhood Stabilization Program dated July 8, 2010 as follows:

1. **ARTICLE VI, Section 6** of the Non-Profit Agency Agreement dated July 8, 2010, is hereby amended to read as follows:
 6. This Agreement shall remain in effect through June 30, 2013, unless canceled sooner with or without cause by any party giving thirty

(30) days prior written notice of such cancellation. This Agreement may be extended in writing, signed by both the COUNTY and AGENCY.

2. **EXHIBIT III** of the Non-Profit Agency Agreement dated July 8, 2010, is hereby amended to reflect the current 2011 Income limits effective December 1, 2011. See Exhibit III, Page 25 (revised), attached hereto and incorporated herein.
3. All other provisions of the original Agreement dated July 8, 2010, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.
4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The Court shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Wilson B. Robertson, Chairman

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

BCC Approved: June 28 2012

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By: Kristin Huel
Title: ACF
Date: 5/2/12

**COMMUNITY ENTERPRISE INVESTMENTS,
INC., a not for profit corporation chartered in
the State of Florida**

WITNESSED:

By: _____
President
Board of Directors

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, President of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT III
NSP INCOME LIMITS
(revised)

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,450	\$20,750	\$33,150	\$49,750
2	14,200	23,700	37,900	56,850
3	16,000	26,650	42,650	63,950
4	17,750	29,600	47,350	71,050
5	19,200	32,000	51,150	76,700
6	20,600	34,350	54,950	82,400
7	22,050	36,750	58,750	88,100
8	23,450	39,100	62,550	93,750



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2725

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Change Order #08 to PO #111184 to E. B. Morris General Contractors, Inc. for Sanchez Court Rental Rehabilitation Project

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order Number 08 to E. B. Morris General Contractors, Inc., for Sanchez Court Rental Rehabilitation Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 08 for required repairs and improvements in conjunction with the ongoing rehabilitation of the 48-unit Sanchez Court Apartments:

Department:	Community & Environment
Division:	Neighborhood Enterprise Foundation, Inc.
Type:	Addition
Amount:	\$18,198.18
Vendor:	E. B. Morris General Contractors, Inc.
Project Name:	Sanchez Court Rental Rehabilitation Project
Contract:	PD 10-11.015
PO No.:	111184
CO No.:	08
Original Award Amount:	\$1,442,218.00
Cumulative Amount of Change Orders through CO #08:	\$ 408,383.43
New Contract Total:	\$1,850,601.43

[Funding Sources: Fund 110/Other Grants & Aids-CDBG Disaster Grant, Cost Center 220436, and Fund 124/Housing/Community Development-CDBG Disaster Recovery Enhancement Funds, Cost Center 220442]

BACKGROUND:

On April 21, 2011, the Board approved award of bid and contract for the Sanchez Court Rental Rehabilitation Project (PD 10-11.015) to the low bidder, E. B. Morris General Contractors, Inc., in the base bid amount of \$1,442,218. Subsequently, based upon the award of additional CDBG Disaster Grant funds to the County by the Florida Department of Economic Opportunity (formerly the Florida Department of Community Affairs) on August 4, 2011, the Board approved **Change Order #01** in the amount of \$352,212.75, thereby allowing for the inclusion of Bid Additive Alternates #2, #3A and #4 in the construction contract. As the extensive rehabilitation work on the 48-unit rental complex progressed, additional change orders were approved to address necessary repairs, summarized as follows:

Change Order #02 (\$0.00): Administrative Only (Budget Revision)

Change Order #03 (\$12,942.95): Repair/replacement of damaged drywall, asbestos abatement and monitoring and replacement of damaged plywood roof decking required in excess of bid allowances in Buildings 1, 2, & 3

Change Order #04 (\$12,122.03): Extend gas lines at all kitchen range locations on all 48 units (per City Building Inspection requirement); Repair/replacement of damaged drywall and asbestos abatement and monitoring on Buildings 4, 6 & 7; Replacement of damaged plywood roof decking required in excess of bid allowances in Buildings 4 & 6; Reconfigure existing electrical conduits/connections required to permit installation of new HVAC unit/duct work in Building 4

Change Order #05 (\$1,227.96): Replacement of damaged plywood roof decking required in excess of bid allowances in Buildings 2 & 7 (Building 2 quantity is in addition to C/O #3)

Change Order #06 (\$9,720.66): Replacement of damaged plywood roof decking required in excess of bid allowances in Buildings 5, 8 & 10 and upgrading to digital thermostats for HVAC

Change Order #07 (\$1,958.90): Required modification of Building 11 front porch to address damage to concrete from very large tree (roots) and to shift new porch away from the offending tree

Change Orders #02 - 07 plus proposed **Change Order #08** in the amount of \$18,198.18 will bring the aggregate amount above \$50,000 which necessitates Board approval of the change order. Change Order #08 provides for replacement of damaged plywood roof decking on Buildings 11, 12 & 16, repair/replacement of damaged drywall, asbestos abatement and monitoring on Buildings 9, 12, 13 & 15 and fabrication/installation of a building code and ADA compliant handrail at Buildings 10 & 13.

At present, 12 of the 16 buildings at Sanchez Court (or 36 of the 48 units) are fully complete.

BUDGETARY IMPACT:

Funds are available in Fund 110, Other Grants & Aids, Cost Center 220436, CDBG Disaster Grant, Object Code 58301 and Fund 124 Housing/Community Development, Cost Center 220442, CDBG Disaster Recovery Enhancement Funds Grant, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with requirements of the Escambia County Purchasing Ordinance.

IMPLEMENTATION/COORDINATION:

Upon approval of the recommendation, a change order will be transmitted to the Office of Purchasing for processing. Neighborhood Enterprise Foundation, Inc. (NEFI) staff will coordinate implementation of the provisions of the change order.

Attachments

Exhibit I

Exhibit II



EXHIBIT I

4 June 2012

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Order #08

Dear Mr. Wilkerson:

Pursuant to the terms and conditions of the construction Agreement and our project site observations, we attach hereto a partially executed copy of Contactors Change Order #08 for the replacement of damaged wood roof deck on Buildings #11, 12, & 16: damaged drywall on Buildings #9, 12, 13 & 15 and for exterior walk handrails at accessible units Bldg #10 and 13. ✓

Should you have any questions please do not hesitate to call us.

Yours truly,

George D. Williams, AIA
For the firm

C: Area Housing Commission, Abe Singh

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 08
Date: 05/22/2012

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Additional drywall repairs Bldg 12, 13 & 15
Roof Deck Replacement Bldg 11 7 16
Railings, Bldg 10

<i>Item (breakdown & backup attached)</i>		Amount
Drywall Repairs - Bldg 9, 12, 13, 15	\$	1,652.39
Roof Deck Replacement Bldg 11, 12& 16	\$	3,533.45
Handrail Bldg 10 & 13	\$	13,012.34
Total Change Order #8	\$	18,198.18

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>390,185.25</u>	<u>60</u>
This Change Order	\$ <u>18,198.18</u>	<u>15</u>
Adjusted Agreement Amount	\$ <u>1,850,601.43</u>	<u>405</u>

✓ OK/RW
6/1/12

The contract substantial completion date will be increased/~~decreased~~ by 15 calendar days due to this Change Order, The new contract substantial completion date is July 22nd, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney in fact) that the amount of the Performance and payment bonds have been adjusted to 100% of the new contract amount.

Accepted: May 22, 2012 
By: _____
Contractor
By:  6/4/12
Architect
By: _____
Owner

OK/RW
6/1/12

CO #8 Breakdown

<i>Item</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total</i>
Drywall - Bldg 9	ls	1	\$ 377.53	\$ 377.53
Drywall - Bldg 13	ls	1	\$ 538.54	\$ 538.54
Drywall - Bldg 15	ls	1	\$ 403.37	\$ 403.37
Drywall - Bldg 12	ls	1	\$ 238.68	\$ 238.68
			Subtotal	\$ 1,558.12
			Contractors OH&P @ 5%	\$ 77.91
			Subtotal CO	\$ 1,636.03
			Bond Fee @ 1%	\$ 16.36
			Total Change Order	\$ 1,652.39

<i>Item</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total</i>
Roof Deck Bldg 16	ls	1	\$ 256.23	\$ 256.23
Roof Deck Bldg 11	ls	1	\$ 1,540.17	\$ 1,540.17
Roof Deck Bldg 12	ls	1	\$ 1,535.47	\$ 1,535.47
			Subtotal	\$ 3,331.87
			Contractors OH&P @ 5%	\$ 166.59
			Subtotal CO	\$ 3,498.46
			Bond Fee @ 1%	\$ 34.98
			Total Change Order	\$ 3,533.45

<i>Item</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total</i>
Handrail Bldg 10	ls	1	\$ 5,580.00	\$ 5,580.00
Handrail Bldg 13	ls	1	\$ 6,690.00	\$ 6,690.00
			Subtotal	\$ 12,270.00
			Contractors OH&P @ 5%	\$ 613.50
			Subtotal CO	\$ 12,883.50
			Bond Fee @ 1%	\$ 128.84
			Total Change Order	\$ 13,012.34

Drywall Repairs:					
<u>Buidling</u>	<u>Unit</u>	<u>Location</u>	<u>Sq Ft</u>	<u>Est Material Cost</u>	<u>Est Labor Cost</u>
9	36	living room	20		
		bedroom 1	10		
		bedroom 2	24		
		unit total	54	\$47.53	\$330.00
13	39	living room	40		
		hallway	12		
		bedroom 1	16		
		bedroom 2	24		
		bedroom 3	18		
		unit total	110	\$63.54	\$475.00
15	45	living room	36		
		bedroom 1	11		
		bedroom 2	23		
		hallway	7		
		unit total	77	\$53.37	\$350.00
12	35	kitchen	12		
		bedroom 1	8		
		unit total	20	\$13.68	\$225.00
		Total		\$178.12	\$1,380.00

7850 Kipling Street
Pensacola, FL 32514



Office (850) 478-7887
Fax (850) 477-2871

CHANGE ORDER

DATE: 3/28/2012

TO: E. B. Morris General Contractors Inc
7011 Business Park Blvd. N, Ste 101 Jacksonville, FL 32256

CHANGE ORDER NUMBER: # 1101

PROJECT: # 2011018 BUILDING: # 16 Sanchez Court, Pensacola, FL

The purpose of this change order is as follows:

- 1) Replace Deteriorated Decking - Exposed at Re-Roof (2 Sheets)

Item - Description	Qty	Unit	Unit Cost	Total
Plywood/Fasteners	64	Sq Ft	\$0.76	\$48.64
Site Supervisor	1.5	Hr	\$31.38	\$47.07
Roofer (Mechanic)	2	Hr	\$17.57	\$35.14
Roofer (Mechanic)	2	Hr	\$17.57	\$35.14
Roofer (Helper)	1.5	Hr	\$11.30	\$16.95
Misc. Equipment	1		\$50.00	\$50.00
			Sub Total	\$232.94
			OH&P 10%	\$23.29
				\$256.23

This change order will add \$ 256.23 to original contract sum of
\$ 122,570.27 thereby making the total agreed price as of the accepted date below,
the sum of \$ 122,826.50

BY: 
Authorized Signature for Professional Roofing Co Of NW FL Inc

7850 Kipling Street
Pensacola, FL 32514



Office (850) 478-7887
Fax (850) 477-2871

CHANGE ORDER

DATE: 3/28/2012

TO: E. B. Morris General Contractors Inc
7011 Business Park Blvd. N, Ste 101 Jacksonville, FL 32256

CHANGE ORDER NUMBER: # 1201

PROJECT: # 2011018 BUILDING: # 11 Sanchez Court, Pensacola, FL

The purpose of this change order is as follows:

1) Replace Deteriorated Decking - Exposed at Re-Roof (12 Sheets)

Item - Description	Qty	Unit	Unit Cost	Total
Plywood/Fasteners	384	Sq Ft	\$0.76	\$291.84
Site Supervisor	12.5	Hr	\$31.38	\$392.25
Rofer (Mechanic)	12.5	Hr	\$17.57	\$219.63
Rofer (Mechanic)	12	Hr	\$17.57	\$210.84
Rofer (Helper)	12	Hr	\$11.30	\$135.60
Misc. Equipment	3		\$50.00	\$150.00
		Sub Total		\$1,400.16
		OH&P 10%		\$140.02
				\$1,540.17

This change order will add \$ 1,540.17 to original contract sum of
\$ 122,826.50 thereby making the total agreed price as of the accepted date below,
the sum of \$ 124,366.67

BY:

Authorized Signature for Professional Roofing Co Of NW FL Inc

7850 Kipling Street
Pensacola, FL 32514



Office (850) 478-7887
Fax (850) 477-2871

CHANGE ORDER

DATE: 5/17/2012

TO: E. B. Morris General Contractors Inc
7011 Business Park Blvd. N, Ste 101 Jacksonville, FL 32256

CHANGE ORDER NUMBER: # 1301

PROJECT: # 2011018 BUILDING: # 12 Sanchez Court, Pensacola, FL

The purpose of this change order is as follows:

- 1) Replace Deteriorated Decking - Exposed at Re-Roof (12 Sheets)

Item - Description	Qty	Unit	Unit Cost	Total
Plywood/Fasteners	384	Sq Ft	\$0.76	\$291.84
Roofer (Mechanic)	26	Hr	\$17.57	\$456.82
Roofer (Mechanic)	26	Hr	\$17.57	\$456.82
Roofer (Helper)	8	Hr	\$11.30	\$90.40
Misc. Equipment	2		\$50.00	\$100.00
			Sub Total	\$1,395.88
			OH&P 10%	\$139.59
				\$1,535.47

This change order will add \$ 1,535.47 to original contract sum of
\$ 124,366.67 thereby making the total agreed price as of the accepted date below,
the sum of \$ 125,902.14

BY:


Authorized Signature for Professional Roofing Co. of N.W. FL, Inc.

Steel Supply of Alabama, Inc.

P.O. Box 16575
 Pensacola, FL 32507
 Ph. (850) 492-9568
 Fax: (850) 492-5303

PROPOSAL

PROPOSAL #01572
 DATE: MAY 3, 2012

TO:
 Jerry
 EB Morris General Contractors

SHIP TO:
 Sanchez Court
 Pensacola, FL

SALESPERSON	P.O. NUMBER	P.O. AMOUNT	SHIPPED VIA	SHIP DATE	TERMS
V.M.			O.T.	Advise	1%-10, NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2 line aluminum handicap rail approximately 50'-0 w/ Mill Finish		\$3,400.00
1	3 Line aluminum handicap rail approximately 50'-0 w/ Mill Finish		\$4,080.00
1	Installation of handicap rail		\$1,500.00

SUBTOTAL	\$ _____
SHIPPING	\$0.00
TAX	\$ _____
TOTAL DUE	\$ _____

Accepted By: _____	Date: _____
P.O. Number: _____	Date: _____

Make all checks payable to Steel Supply of Alabama, Inc.
 If you have any questions concerning this proposal, contact Lisa McCullar, (850) 492-9568

Thank you for your business!

Steel Supply of Alabama, Inc.

P.O. Box 16575
 Pensacola, FL 32507
 Ph. (850) 492-9568
 Fax: (850) 492-5303

PROPOSAL

PROPOSAL #01585
 DATE: MAY 8, 2012

TO:
 Jerry
 EB Morris General Contractors

SHIP TO:
 Sanchez Court Building #13
 Pensacola, FL

SALESPERSON	P.O. NUMBER	P.O. AMOUNT	SHIPPED VIA	SHIP DATE	TERMS
V.M.			O.T.	Advise	1%-10, NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2 line aluminum handicap rail approximately 60'-0 w/ Mill Finish		\$4,080.00
1	3 Line aluminum handicap rail approximately 60'-0 w/ Mill Finish		\$4,890.00
1	Installation of handicap rail		\$1,800.00

SUBTOTAL	\$ _____
SHIPPING	\$0.00
TAX	\$ _____
TOTAL DUE	\$ _____

Accepted By: _____	Date: _____
P.O. Number: _____	Date: _____

Make all checks payable to Steel Supply of Alabama, Inc.
 If you have any questions concerning this proposal, contact Lisa McCullar, (850) 492-9568

Thank you for your business!

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

change Order #01

PURCHASE ORDER NO. 111184-1
 CHANGE DATE: 08/05/11

N
 V
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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
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 042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

S
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 NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

ORDER DATE: 04/25/11 BUYER: JOSEPH PILLITARY REQ. NO.: 11001246 REQ. DATE: 04/12/11

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 1

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

CO #1 to increase total of PO

Previous PO total \$1,442,218.00
 Net dollars added 352,212.75
 New PO total \$1,794,430.75

BCC award 8.4.2011

01	.00		CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	352212.7500	352,212.75
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	352,212.75
01	220436 58301	352,212.75		TOTAL \$	352,212.75

APPROVED BY Charles P. Oliver 8/9/11



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 042849 Vendor Name: E. B.. Morris GC, Inc
 Project Number: N/A P.O. No. 111184 C.O. No. 1
 Department: NEFI/ Comm & En P.D. No.: 10-11.015 Date: 08/4/11

Notes for Modifying the Scope of Award:

Sanchez Court additional work, including: impact windows on all 48 units; new air conditioning condensing units & amenities on all 48 units; constructing gabled front porch elevations for all street facing units; and the additional Builder's Risk Insurance Premium. Total \$352,212.75.

To Modify existing Purchase Order:

	Quantity	
Adding Dollars to Line Item No. <u>1</u>	Adjustment <u>N/A</u>	Amount: <u>\$352,212.77</u>
Deleting Dollars from Line Item No. _____	Adjustment _____	Amount: _____

	Quantity	
Adding Dollars to Line Item No. _____	Adjustment _____	Amount: _____
Deleting Dollars from Line Item No. _____	Adjustment _____	Amount: _____

Modify Notes:

Date of BCC action: **ATTACH RESUME** N/A

Previous Purchase Order Total Dollars:	<u>\$1,442,218.00</u>
Net Dollars added <u> </u> :	<u>\$ 352,212.75</u>
New Purchase Order Total Dollars:	<u>\$1,794,430.75</u>

Previous Contract Total Dollars:	<u>\$1,442,218.00</u>
Net Dollars added <u> </u> :	<u>\$ 352,212.75</u>
New Contract Total Dollars:	<u>\$1,794,430.75</u>

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
220442	58301	N/A	ADDITIVE +	352,212.75

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval *[Signature]* Date 8/1/11 Request Prepared By: *[Signature]*

Office of Purchasing Review: Agent _____ Date _____ Division Manager _____ Date _____

County Administrator's Approval _____ Date _____

ORIGINALS

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 01
Date: 07/01/2011

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

<i>Item</i>	<i>Amount</i>
Include Alternate No. 2: WINDOWS – Complete all work (labor, tools and materials) necessary for furnishing and installing new single hung replacement exterior windows for all 48 dwelling units, including removal of existing window and necessary remedial work on all adjacent surfaces. New Windows to be Atrium Series MPSH.	154,476.00
Include Alternate No. 4: AIR CONDITIONING (fan coil, outdoor condensing unit, concrete pad, electrical, and all required accessories). Complete all work (labor, tools, equipment and materials) necessary for the installation of complete air conditioning systems for all 48 dwelling units. Condensate drains to discharge to exterior drywells per plan	126,297.00
Alternate No. 3A: GABLED FRONT PORCH – Complete all work (labor, tools and materials) necessary for demolition and new construction of new gable roofed porch including new footings, masonry & concrete columns, roof framing, siding, roofing and all trim; including Gabled Front Porches on Buildings #1 thru 3, 5, 6, 15 and 16 (20 dwelling units).	66,545.00
Builders Risk Insurance Premium; increased prorated for above additions to Contract Amount (see attached Calculation Data)	4,894.75
Total Change Order	352,212.75

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order Number 1, which will increase the Purchase Order amount to incorporate Alternate #2 to provide and install impact windows; Alternate #4 to provide and install new air conditioning condensing units and amenities; Alternate #3A to construct gabled front porch elevations for all street-facing rental units; and the additional Builder's Risk Insurance Premium associated with the additional work, summarized as follows (Funding: Fund 110, Other Grants and Projects/CDBG Disaster Recovery Grants, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):

Department:	Community & Environment
Division:	Neighborhood Enterprise Foundation, Inc.
Type:	Addition
Amount:	\$352,212.75
Vendor:	E. B. Morris General Contractors, Inc.
Project Name:	Sanchez Court Rental Rehabilitation/Mitigation Project (Service Area #4)
Contract:	PD 10-11.015
Purchase Order Number:	111184
Change Order Number:	1
Original Award Amount:	\$1,442,218.00
Cumulative Amount of Change Orders through Number 1:	<u>\$ 352,212.75</u>
New Purchase Order Amount:	\$1,794,430.75

Approved 3-0, with Commissioner Robinson and Commissioner Valentino absent

For Information: The Board heard Commissioner Young disclose that she serves on the Area Housing Board; however, because she is not paid for her service, she has the ability to vote on this issue.

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

Change Order #02

PURCHASE ORDER NO. 111184-2

CHANGE DATE: 09/09/11

N
V
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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

V
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R
042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

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H
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T
O
NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

ORDER DATE: 04/25/11 BUYER: JOSEPH PILLITARY REQ. NO.: 11001246 REQ. DATE: 04/12/11

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 2

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO #2 Revision to allocation between budget/funding cost centers only (allocates funding for project between CDBG Disaster Grant and Disaster Recovery Enhancement Funds Grant per approved budgets)		
01	.00		No Monetary Change CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
					.00
				TOTAL \$.00
01	220436 58301	-824,430.75			
01	220442 58301	824,430.75			

APPROVED BY



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

Change Order #03

PURCHASE ORDER NO. 111184-3

CHANGE DATE: 09/30/11

N | CLERK OF THE COURT & COMPTROLLER
 V | HON. ERNIE LEE MAGAHA
 O | 221 PALAFOX PLACE, SUITE 140
 I | PENSACOLA, FL 32502-5843
 C | (850) 595-4841
 E |

V | 042849
 E | E. B. MORRIS GENERAL CONTRACTORS
 N | 7011 BUSINESS PARK BLVD N STE 101
 D | JACKSONVILLE FL 32256
 O |
 R |

S | NEIGHBORHOOD SERVICES/NEFI-CDB
 H | (3420 BARRANCAS AVE., 32507)
 I | P O BOX 18178
 P | PENSACOLA FL 32505
 T |
 O | ATTN: RANDY WILKERSON (850-)458-0466

ORDER DATE: 04/25/11	BUYER: JOSEPH PILLITARY	REQ. NO.: 11001246	REQ. DATE: 04/12/11
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO #3 to increase total of PO		
			Previous PO total	\$1,794,430.75	
			Net dollars added	12,942.95.	
			New PO total	\$1,807,373.70.	
01	.00		CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	12942.9500	12,942.95

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	12,942.95
01	220436 58301	.00		TOTAL \$	12,942.95
01	220442 58301	12,942.95			

APPROVED BY

Candice Simmons



2 Originals
Tix

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CON

Vendor Code: 042849 Vendor Name: E. B. Morris GC, Inc
Project Number: N/A P.O. No. 111184 C.O. No. 3
Department: NEFI/ Comm & En P.D. No.: 10-11.015 Date: 09/30/11

Notes for Modifying the Scope of Award:

Sanchez Court additional work, including: Buildings 1, 2 & 3 repair-replacement of damaged drywall & related asbestos abatement & monitoring; and replacement of damaged plywood roof decking (beyond the scope included in the original bid/contract documents).

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment N/A Amount: \$12,942.95
Deleting Dollars from Line Item No. Adjustment Amount:

Adding Dollars to Line Item No. Quantity Adjustment Amount:
Deleting Dollars from Line Item No. Adjustment Amount:

Modify Notes:

Date of BCC action: ATTACH RESUME N/A

Previous Purchase Order Total Dollars: \$1,794,430.75
Net Dollars added: \$ 12,942.95
New Purchase Order Total Dollars: \$1,807,373.70

Previous Contract Total Dollars: \$1,794,430.75
Net Dollars added: \$ 12,942.95
New Contract Total Dollars: \$1,807,373.70

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
220442	58301	N/A	ADDITIVE +	12,942.95

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval Randy Weickert Date 9/30/11 Request Prepared By: Randy Weickert

Office of Purchasing Review: Agent JFP Date 9.30.11 Division Manager _____ Date _____

County Administrator's Approval NA CAS Date 9-30-11



28 September 2011

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Orders ~~#1 and #2~~ #3 *(RW)*

Via email with originals via US Mail

Dear Mr. Wilkerson:

Attached for your review and execution please find two partially executed originals for ~~Change Order #2 and~~ Change Order #3. *(RW)* \$12,942⁹⁵ C/O #3 *(RW)*

The changes, both for unforeseen conditions are as follows:

c/o #3

~~Change Order #2~~: Add \$6,681.15. Buildings 1, 2 & 3: Repair-replacement of damaged gypsum board (drywall) and related asbestos materials abatement and monitoring. This work was generally related to the existing window opening areas (jambs) and was not anticipated or included in original Contract Documents.

~~Change Order #3~~: Add \$6,261.80. Buildings 1, 2 & 3: Replacement of damaged plywood roof deck. This work was unforeseen and not included in the original Contract Documents. Please note this work and damaged roof panels were monitored and observed by the AHC as well as photographically documented.

Should you have any questions please do not hesitate to call us.

Yours truly,

(Signature)
George D. Williams, AIA
For the firm

*RANDY -
#3 (Hywood) APPEARS
TO BE AN ONGOING
ITEM AS IT WAS
ENCOUNTERED ON
BLDG 4 & "LESS" ON
BLDG 6.*

C: Area Housing Commission, Abe Singh

GE 9/28/11

bay design associates archi
architecture + sustainab
720 bayfront parkwa
Suite 200
pensacola, florida 325
ring 850.432.0706
fax 850.433.0508
baydesign.com

**EXHIBIT F
CONSTRUCTION CHANGE ORDER**

Change Order Number 02 03 (A) Contract Number PD 10-11.015
 Date: 09/16/2011 Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Remove and replace damaged drywall, not included in original contract
 Buildings #1, #2, #3.

<i>Item</i>	<i>Amount</i>
Asbestos Abatement, Additional Drywall Building #1 thru #3	2,050.00
Abatement Monitoring	750.00
Drywall Repairs	3,500.00
Subtotal	6,300.00
Contractors OH&P @ 5%	315.00
Subtotal Change Order	6,615.00
Bond Fee @ 1%	66.15
Total Change Order	6,681.15

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>352,212.75</u>	<u>30</u>
This Change Order ✓	\$ <u>6,681.15</u>	<u>10</u>
Adjusted Agreement Amount	\$ <u>1,801,111.90</u> ✓	<u>370</u> ✓

The contract substantial completion date will be increased/decreased by 30 calendar days due to this Change Order, The new contract substantial completion date is June 16th, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 03 (B) Contract Number PD 10-11.015
Date: 09/16/2011 Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Remove and replace damaged roof decking, not included in original contract Buildings #1, #2, #3.

<i>Item</i>	<i>Amount</i>
Roof Deck Replacement, Bdlg #1	1,300.08
Roof Deck Replacement, Bdlg #2	1,914.33
Roof Deck Replacement, Bdlg #3	2,690.16
Subtotal	5,904.57
Contractors OH&P @ 5%	295.23
Subtotal Total Change Order	6,199.80
Bond Fee @ 1%	62.00
Total Change Order	6,261.80

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>358,893.90</u>	<u>40</u>
This Change Order	\$ <u>6,261.80</u>	<u>3</u>
 Adjusted Agreement Amount	 \$ <u>1,807,373.70</u>	 <u>376</u>

The contract substantial completion date will be increased/decreased by 3 calendar days due to this Change Order, The new contract substantial completion date is June 19th, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

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

Change Order \$04

PURCHASE ORDER NO. 111184-4

CHANGE DATE: 11/07/11

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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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042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

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NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

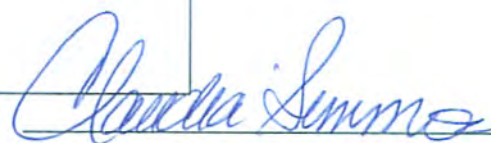
ORDER DATE: 04/25/11	BUYER: JOSEPH PILLITARY	REQ. NO.: 11001246	REQ. DATE: 04/12/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 4
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO #4 to increase total of PO		
			Previous PO total	\$1,807,373.70	
			Net dollars added	12,122.03	
			New PO total	\$1,819,495.73	
01	.00		CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	12122.0300	12,122.03

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	12,122.03
01	220436 58301	.00		TOTAL \$	12,122.03
01	220442 58301	12,122.03			

APPROVED BY





JP

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 042849 Vendor Name: E. B.. Morris GC, Inc
 Project Number: N/A P.O. No. 111184 C.O. No. 4
 Department: NEFI/ Comm & E P.D. No.: 10-11.015 Date: 11/2/11

Notes for Modifying the Scope of Award:

Sanchez Court additional work: gas line ext. on on all 48 buildings; repair damaged drywall & related asbestos abatement in Bldgs, 4/6/7; replacement of damaged pl-wood roof decking in Bldgs. 4/6 & conduit in Bldg. 4 (beyond the scope included in the original bid/contract documents).

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment N/A Amount: \$12,122.03
 Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Adding Dollars to Line Item No. _____ Quantity Adjustment _____ Amount: _____
 Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:

Date of BCC action: ATTACH RESUME N/A

Previous Purchase Order Total Dollars: \$1,807,373.70
 Net Dollars added \$ 12,122.03
 New Purchase Order Total Dollars: \$1,819,495.73

Previous Contract Total Dollars: \$1,807,373.70
 Net Dollars added \$ 12,122.03
 New Contract Total Dollars: \$1,819,495.73

ESCAMBIA COUNTY
PURCHASING DEPARTMENT

11 NOV - 2 PM 2:55

RECEIVED

LA

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
220442	58301	N/A	ADDITIVE +	12,122.03

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval *Randy...* Date 11/1/11 Request Prepared By: *RWILKERSON*

Office of Purchasing Review: Agent *JP* Date 11.7.11 Division Manager _____ Date _____

County Administrator's Approval *NA CAS* Date 11-7-11



27 October 2011

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Orders #4

Via email with originals via US Mail

Dear Mr. Wilkerson:

Attached for your review and execution please find two partially executed originals for Change Order #4.

The changes, for unforeseen conditions are as follows:

Add \$1,933.14. All Buildings, all Units: Extend existing gas line at kitchen range locations. This is an additional site requirement of the City Inspections Department. We did meet with the City Code Officials to request this additional work not be required as the existing piping and existing gas ranges are "existing to remain". We were unsuccessful in our presentation. ✓

Add \$3,255.74. Buildings 4, 6 & 7: Repair-replacement of damaged gypsum board (drywall) and related asbestos materials abatement and monitoring. This work was generally related to the existing window opening areas (jambs) and was not anticipated or included in original Contract Documents. ✓

Add \$6,657.42. Buildings 4 & 6: Replacement of damaged plywood roof deck. This work was unforeseen and not included in the original Contract Documents. Please note this work and damaged roof panels were monitored and observed by the AHC as well as photographically documented. ✓

Add \$275.73. Building 4, Unit 12: relocate existing electrical conduits and conductors as required to permit new HVAC duct work and reconfiguration. This work was unforeseen yet required. ✓

Should you have any questions please do not hesitate to call us.

Yours truly,

George D. Williams, AIA
For the firm

C: Area Housing Commission, Abe Singh

bay design associates architects, p.i.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

florida certificate of authorization AA0003597

12,122:03
C/O #4
SANCHBZ COURT

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 04
Date: 10/11/2011

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

- Re-route Gas Line in Kitchen per Bldg Dept – All Units
- Remove and replace damaged drywall, not included in original contract
Buildings #4, #6, #7
- Remove and replace damaged roof decking, not included in original contract
Buildings #4 & #6.
- Re-route electrical conduit conflicting w/ HVAC – Bldg 4, Unit12

<i>Item (breakdown and backup attached)</i>	<i>Amount</i>
Gas Line Re-Work in Kitchen	1,933.14 ✓
Drywall Abatement & Repairs - Bldg. 4, 6 & 7	3,255.74
Roof Deck Replacement - Bldg #4 & 6	6,657.42
Conduit Conflict, Bldg 4, Unit 12	275.73
Total Change Order #4	12,122.03 ✓

OTK

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>365,155.70</u>	<u>43</u>
This Change Order	\$ <u>12,122.03</u> ✓	<u>5</u>
Adjusted Agreement Amount	\$ <u>1,819,495.73</u>	<u>378</u>

The contract substantial completion date will be increased/decreased by 5 calendar days due to this Change Order, The new contract substantial completion date is June 24th, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the

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

Change Order #05

PURCHASE ORDER NO. 111184-5

CHANGE DATE: 12/20/11

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 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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 042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

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 NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

ORDER DATE: 04/25/11	BUYER: JOSEPH PILLITARY	REQ. NO.: 11001246	REQ. DATE: 04/12/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00		This change order provides for additional work at Sanchez Court, replacement of damaged plywood roof decking in Bldgs #2 & #7 (beyond the scope included in the original / bid/contract documents). CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	1227.9600	1,227.96

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,227.96
01	220436 58301	.00		TOTAL \$	1,227.96
01	220442 58301	1,227.96			

APPROVED BY

Claudia Limmes



CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 042849 Vendor Name: E. B. Morris GC, Inc
Project Number: N/A P.O. No. 111184 C.O. No. 5
Department: NEFI/ Comm & Eng P.D. No.: 10-11.015 Date: 12/14/11

PN

Notes for Modifying the Scope of Award:

Sanchez Court additional work: replacement of damaged plywood roof decking in Bldgs. #2 & #7 (beyond the scope included in the original bid/contract documents).

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment N/A Amount: \$1,227.96
Deleting Dollars from Line Item No. Adjustment Amount:

Adding Dollars to Line Item No. Quantity Adjustment Amount:
Deleting Dollars from Line Item No. Adjustment Amount:

Modify Notes:

Date of BCC action: ATTACH RESUME N/A

Previous Purchase Order Total Dollars: \$1,819,495.73
Net Dollars added or subtract: \$ 1,227.96
New Purchase Order Total Dollars: \$1,820,723.69
Previous Contract Total Dollars: \$1,819,495.73
Net Dollars added or subtract: \$ 1,227.96
New Contract Total Dollars: \$1,820,723.69

RECEIVED 11 DEC 14 PM 2:31 ESCAMBIA COUNTY PURCHASING DEPARTMENT

llk

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Table with 5 columns: Cost Center, Object Code, Project Number, +/- change, Dollar Amount. Row 1: 220442, 58301, N/A, ADDITIVE +, 1227.96

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval [Signature] Date 12/14/11 Request Prepared By: RANDY WILCOXSON

Office of Purchasing Review: Agent [Signature] Date 12/20/11 Division Manager Date

County Administrator's Approval [Signature] Date 12-20-11



2 December 2011

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Order #05

Dear Mr. Wilkerson:

Pursuant to the terms and conditions of the construction Agreement and our project site observations, we attach hereto a partially executed copy of Contactors Change Order #05 for the replacement of damaged wood roof deck on Buildings #2 and #7.

Should you have any questions please do not hesitate to call us.

Yours truly,

A handwritten signature in blue ink, appearing to read "George D. Williams", is written over a circular stamp or seal.

George D. Williams, AIA
For the firm

C: Area Housing Commission, Abe Singh

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 05
Date: 11/16/2011

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Roof Deck Replacement, Bldg 2 (Balance), Bldg 7

Item (breakdown and backup attached)

Roof Deck Replacement - Bldg 2 (Balance) & Bldg 7

Amount

1,227.96

Total Change Order #4

1,227.96

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>377,277.73</u>	<u>48</u>
This Change Order	\$ <u>1227.96</u> 12,122.03 RW	<u>2</u>
Adjusted Agreement Amount	\$ <u>1,227.96</u> <i>slip</i>	<u>380</u>

The contract substantial completion date will be increased/decreased by 2 calendar days due to this Change Order, The new contract substantial completion date is June 26th, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

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

Change Order #06

PURCHASE ORDER NO. 111184-6

CHANGE DATE: 02/17/12

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 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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 042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

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 NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

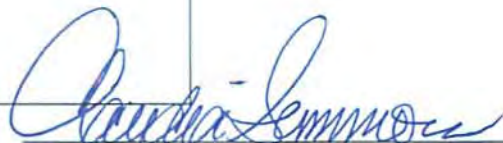
ORDER DATE: 04/25/11	BUYER: JOSEPH PILLITARY	REQ. NO.: 11001246	REQ. DATE: 04/12/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 6
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00		Sanchez Court additional work: replacement of damaged plywood roof decking in Bldgs. 5,8 &10; and upgrading Bldgs. 8-16 (26 rental units) to digital thermostats. This is for work beyond the scope of work included in the original bid/contract documents. CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	9720.6600	9,720.66

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	9,720.66
01	220436 58301	.00		TOTAL \$	9,720.66
01	220442 58301	9,720.66			

APPROVED BY





JP

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 042849 Vendor Name: E. B. Morris GC, Inc
Project Number: N/A P.O. No. 111184 C.O. No. 6
Department: NEFI/ Comm & Engr P.D. No.: 10-11.015 Date: 2/15/12

Notes for Modifying the Scope of Award:

Sanchez Court additional work: replacement of damaged plywood roof decking in Bldgs. 5, 8 & 10; and upgrading Bldgs. 8-16 (26 rental units) to digital thermostats. This is for work beyond the scope included in the original bid/contract documents.

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment N/A Amount: \$9,720.66
Deleting Dollars from Line Item No. Adjustment Amount:

Adding Dollars to Line Item No. Quantity Adjustment Amount:
Deleting Dollars from Line Item No. Adjustment Amount:

Modify Notes:

Date of BCC action: ATTACH RESUME N/A

Previous Purchase Order Total Dollars: \$1,820,723.69

Net Dollars added: \$ 9,720.66

New Purchase Order Total Dollars: \$1,830,444.35

Previous Contract Total Dollars: \$1,820,723.69

Net Dollars added: \$ 9,720.66

New Contract Total Dollars: \$1,830,444.35

RECEIVED 12 FEB 17 AM 7:51 PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Table with 5 columns: Cost Center, Object Code, Project Number, +/- change, Dollar Amount. Row 1: 220442, 58301, N/A, ADDITIVE +, 9,720.66

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval [Signature] Date 2/15/12 Request Prepared By: [Signature]

Office of Purchasing Review: Agent [Signature] Date 2/17/12 Division Manager Date

County Administrator's Approval [Signature] Date 2-17-12



15 February 2012

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Order #06

Dear Mr. Wilkerson:

Pursuant to the terms and conditions of the construction Agreement and our project site observations, we attach hereto a partially executed copy of Contractors Change Order #06 for the replacement of damaged wood roof deck on Buildings #5, #8 & #10 and for Digital Thermostat (upgrades) for Buildings 8 thru 16 (26 dwelling units).

Should you have any questions please do not hesitate to call us.

Yours truly,

George D. Williams, AIA
For the firm

C: Area Housing Commission, Abe Singh

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

ok/aw

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 06
Date: 02/06/2012

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Roof Deck Replacement, Bldg 5, 8, 10
Digital Thermostats, Bldg 8 thru 16

Item (breakdown and backup attached)

	\$	Amount
Roof Deck Replacement - Bldg 5	\$	2,036.19
Roof Deck Replacement - Bldg 8	\$	4,080.20
Roof Deck Replacement - Bldg 10	\$	2,036.19
Digital Thermostats, Bldg 8 - 16 (26 UNITS)	\$	1,568.08
Total Change Order #6	\$	9,720.66

[Handwritten signature]

	Dollars	Time in Calendar Days
Original Contract Amount	\$ 1,442,218.00	330
Sum of Previous Change Orders	\$ 378,505.69	50
This Change Order	\$ 9,720.66	5
Adjusted Agreement Amount	\$ 1,830,444.35	385

*56/pw
2/15/2012*

The contract substantial completion date will be increased/decreased by 5 calendar days due to this Change Order, The new contract substantial completion date is July 1st, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

Change Order #07

PURCHASE ORDER NO. 111184-7

CHANGE DATE: 03/15/12

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 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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 042849
 E. B. MORRIS GENERAL CONTRACTORS
 7011 BUSINESS PARK BLVD N STE 101
 JACKSONVILLE FL 32256

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 NEIGHBORHOOD SERVICES/NEFI-CDB
 (3420 BARRANCAS AVE., 32507)
 P O BOX 18178
 PENSACOLA FL 32505
 ATTN: RANDY WILKERSON (850-)458-0466

ORDER DATE: 04/25/11	BUYER: JOSEPH PILLITARY	REQ. NO.: 11001246	REQ. DATE: 04/12/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 7
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00		Sanchez court additional work: modification of existing "front porch" at unit #34 (Bldg. 11) to address damage to the porch fd from tree roots & to "shift " the new porch away from the offending tree. This is for work beyond the scope included in the original bid/contract documents. CONSTRUCTION OF IMPROVEMENTS REQUIRED FOR THE 48-UNIT SANCHEZ COURT RENTAL REHABILITATION/MITIGATION PROJECT (DCA SERVICE AREA #5) IN ACCORDANCE WITH PD 10-11.015. BCC AWARD 4.21.11	1958.9000	1,958.90

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,958.90
01	220442 58301	1,958.90		TOTAL \$	1,958.90

APPROVED BY

Cynthia Sumner



JP

**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 042849 Vendor Name: E. B.. Morris GC, Inc
 Project Number: N/A P.O. No. 111184 C.O. No. 7
 Department: NEFI/ Comm & Es P.D. No.: 10-11.015 Date: 3/13/12

Notes for Modifying the Scope of Award:

Sanchez Court additional work: modification of existing "front porch" at unit #34 (Bldg. 11) to address damage to the porch fd. from tree roots & to "shift" the new porch away from the offending tree. This is for work beyond the scope included in the original bid/contract documents.

To Modify existing Purchase Order:

Quantity
 Adding Dollars to Line Item No. 1 Adjustment N/A Amount: \$1,958.90
 Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Quantity
 Adding Dollars to Line Item No. _____ Adjustment _____ Amount: _____
 Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:

Date of BCC action: ATTACH RESUME N/A

Previous Purchase Order Total Dollars:	<u>\$1,830,444.35</u>
Net Dollars added _____:	<u>\$ 1,958.90</u>
New Purchase Order Total Dollars:	<u>\$1,832,403.25</u>
Previous Contract Total Dollars:	<u>\$1,830,444.35</u>
Net Dollars added _____:	<u>\$ 1,958.90</u>
New Contract Total Dollars:	<u>\$1,832,403.25</u>

PURCHASING DEPARTMENT
 12 MAR 15 AM 11:49
 RECEIVED
 [Signature]

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
<u>220442</u>	<u>58301</u>	<u>N/A</u>	<u>ADDITIVE +</u>	<u>1,958.90</u>

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval [Signature] Date 3/13/12 Request Prepared By: RW

Office of Purchasing Review: Agent [Signature] Date 3.15.12 Division Manager _____ Date _____

County Administrator's Approval _____ Date 3-15-12



12 March 2012 (rev 15 March 2012)

Escambia County NEFI
3420 Barrancas Avenue
Pensacola, FL 32523
Attn: Mr. Randy Wilkerson, Executive Director

Re: Sanchez Court Renovations
Change Order #07

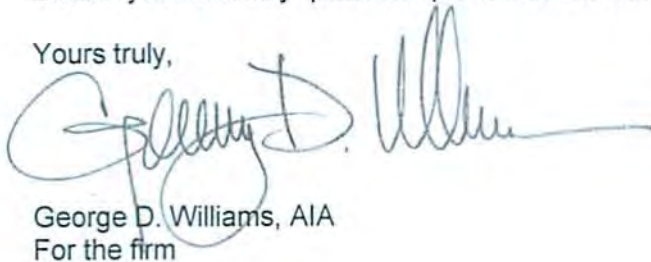
Dear Mr. Wilkerson:

Pursuant to our discussions with the AHC and this office, the Contractor has provided a Change Proposal (Change Order #07) for modifications to the existing 'front porch' at unit #34, Building 11. The proposed modifications address damage to the existing structure caused by roots from the adjacent Oak Tree. This work will 'shift' the porch away from the tree as well as remove the roots in the immediate area of the structure.

A copy of the Change Proposal is attached hereto. We recommend approval of the requested amount of \$1,958.90 with time addition of 5 days. Please advise of the Owner's decision as work on the building is immediately scheduled.

Should you have any questions please do not hesitate to call us.

Yours truly,



George D. Williams, AIA
For the firm

C: Area Housing Commission, Abe Singh

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

florida certificate of authorization AA0003597

Corrected
3/14/12

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 07
Date: 03/01/2012

Contract Number PD 10-11.015
Dated: 06/02/2011

To: E.B. Morris General Contractors, Inc.
7011 Business Park Blvd., N.
Jacksonville, FL 32256

Project Name: Sanchez Court Rental Rehabilitation / Mitigation Project

You are hereby authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

Replace slab at Bldg 11, Unit 34

<i>Item</i>		<i>Amount</i>
Demo & dispose of existing slab	\$	375.00
Root prune & grind tree roots	\$	175.00
Form/Pour new patio slab (incl. termite treat)	\$	565.00
Roof Framing Changes	\$	375.00
	Subtotal \$	1,490.00
	Contractors OH & P @ 5% \$	74.50
	Subtotal CO \$	1,939.50
	Bond Fee @ 1% \$	19.40
	Total Change Order \$	1,958.90 ✓

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>1,442,218.00</u>	<u>330</u>
Sum of Previous Change Orders	\$ <u>388,226.35</u>	<u>55</u>
This Change Order	\$ <u>1,958.90</u> ✓	<u>5</u>
Adjusted Agreement Amount	\$ <u>1,832,403.25</u>	<u>390</u>

The contract substantial completion date will be increased/decreased by 5 calendar days due to this Change Order, The new contract substantial completion date is July 7th, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2744

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Amendment #2 to Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 to Centralized Homeless Housing/Services Facility Development Agreement with Waterfront Rescue Mission, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning State of Florida Department of Economic Opportunity (DEO) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) and Disaster Recovery Enhancement Funds (DREF) Grant funding for the Centralized Homeless Housing and Services Replacement Facility Project (Waterfront Rescue Mission Facility):

A. Approve Amendment #2 to the Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc., to incorporate CDBG Disaster Recovery Grant (2008 Storms) and DREF funding of \$280,417.25 (increasing the total Grant funding from \$2,680,000 to \$2,960,417.25) to finalize construction of the replacement Centralized Homeless Housing and Services Facility on Waterfront property located at 350 West Herman Street; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Housing/Community Development, Cost Center 220442]

BACKGROUND:

In September 2008, Congress approved the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 for the purpose of providing funds to address impacts of the 2008 Presidentially Declared Disasters. A portion of the funding was allocated to the State of Florida Department of Community Affairs (DCA) for use in supporting Community Development Block Grant (CDBG) eligible activities authorized under the 2008 Storms CDBG Disaster Recovery Program. Through this opportunity, Escambia County, in consultation with the City of Pensacola and Town of Century, received \$7,067,397 for CDBG eligible activities that mutually benefited the jurisdictions, including a set-aside specifically limited to affordable housing (see **Exhibit I** for Board Resume regarding the original grant award). The funds were allocated to

four CDBG eligible projects, including: Lakewood Sanitary Sewer Improvements (Lakewood Subdivision in Warrington); Century Stormwater Drainage Improvements (specifically on Jefferson Avenue and Pond Street); Sanchez Court Rental Rehabilitation/Mitigation (48-units adjacent to Morris Court Apartments); and the Centralized Replacement Homeless Housing/Services Facility (the new Waterfront Rescue Mission facility located at 350 W. Herman Street).

On July 8, 2010, the Board approved the Centralized Homeless Housing and Services Facility Development Agreement with Waterfront Rescue Mission, Inc. providing \$1,800,000 in CDBG Disaster Grant support. After filing the original Grant application with DCA, additional CDBG funds, known as Disaster Recovery Enhancement Funds (DREF), were awarded to the Florida Department of Economic Opportunity (DEO), formerly DCA, by HUD to supplement ongoing projects. Therefore, on August 18, 2011, the Board approved Amendment #1 to the Facility Development Agreement providing for an additional \$880,000 in DREF funds toward the total costs of the facility (see **Exhibit II** for BCC approval resumes regarding the Agreement and Amendment #1). Subsequently, on May 30, 2012, a final Modification to adjust available grant balances was approved by DEO. This Modification authorizes an additional \$280,417.25 in combined CDBG Disaster Grant and DREF funding for the facility. The new Waterfront Rescue Homeless Housing and Services Facility is substantially complete and undergoing initial occupancy. Amendment #2 to the Facility Development Agreement will reimburse Waterfront Rescue Mission for an additional \$280,417.25 in eligible project costs bringing the total Grant support to \$2,960,417.25 (see **Exhibit III** for Amendment #2).

BUDGETARY IMPACT:

The DREF funds are budgeted in Fund 124, Cost Center 220442. The balance of the funding for this project from the original CDBG Disaster (2008 Storms) Grant is budgeted in Fund 110, Cost Center 220436. Funds are being shifted between eligible projects to finance this Amendment. No County general fund revenue is required for this program, though CDBG funds may be combined with other public, private or other non-CDBG grant funds to complete eligible projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #2 to the Agreement has been approved by Kristin Hual, Assistant County Attorney. Waterfront legal representatives have also reviewed and approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment between Waterfront Rescue Mission, Inc. and the County is required to incorporate the CDBG Disaster Grant and DREF funding toward the total cost of the project.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight have been provided by Neighborhood Enterprise Foundation, Inc. (NEFI). NEFI will continue to work closely with Florida Department of Economic Opportunity, City of Pensacola, CRA, Escambia County Planning and Engineering, Waterfront Rescue Mission, Inc. and various support staff to finalize facility development and the grant closeout process. These parties are aware of the approval schedule for this recommendation.

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298

3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.

- 4. See Page 31.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) (Funding: Fund 110, Other Grants and Projects, if awarded):
- A. Adopt the Resolution authorizing submission of the Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) Application to the Florida Department of Community Affairs (DCA), in the maximum amount of \$7,067,397, for the benefit of the citizens of Escambia County, the City of Pensacola, and the Town of Century;
 - B. Approve the Interlocal Agreement with the City of Pensacola for joint implementation of affordable housing activities, estimated at \$3,000,000 in CDBG Disaster Recovery Grant (2008 Storms) funds;
 - C. Approve the Interlocal Agreement with the Town of Century, subject to legal signoff, for implementation of an estimated \$600,000 in CDBG Disaster Recovery Grant (2008 Storms) funds; and
 - D. Authorize the County Administrator and/or Chairman, as appropriate, to execute all Application and Grant award documents, Agreements, related forms, and any other documents as may be required to submit, receive, and fully implement the Disaster Recovery Grant.

Approved 5-0

11. Recommendation: That the Board accept the funding recommendations from the United Way Human Services Appropriations Committee for Fiscal Year 2009-2010, in the amount of \$95,500, in the adopted Fiscal Year 2009-2010 Budget, Public Social Services, General Fund 001, Cost Center 220202.

Approved 5-0

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued24. Waterfront Rescue Homeless Facility

2042

Motion made by Commissioner White, seconded by Commissioner Robertson, and carried unanimously, taking the following action regarding the State of Florida Department of Community Affairs Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant, funding the Centralized Homeless Housing and Services Facility Replacement Project (Waterfront Rescue Mission Facility) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the *Centralized Homeless Housing/Services Replacement Facility Development Agreement* with Waterfront Rescue Mission, Inc. (Waterfront), in the amount of \$1,800,000, to support construction of a replacement Centralized Homeless Housing and Services Facility on Waterfront property, located at 350 West Herman Street, utilizing CDBG Disaster Recovery funds;
- B. Approving to acknowledge Waterfront's unconditional agreement to completely and permanently vacate the existing property and facilities located at 16 West Main Street and, further, prohibit its use by Waterfront, Waterfront affiliates, other agencies/organizations or individuals for emergency, transitional, or permanent housing, or for delivery of services, including food, outreach/counseling, or supportive services to the homeless or less fortunate; and
- C. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

For Information: The Board heard Commissioner Robertson disclose that he serves on the Waterfront Rescue Mission Board; however, because it is an unpaid position for a not-for-profit entity, he is not precluded from voting.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board take the following action concerning supplemental State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Grant funding for the Centralized Homeless Housing/Services Replacement Facility Project (Waterfront Rescue Mission Facility) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220442):
- A. Approve Amendment #1 to the Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc. (Waterfront), to incorporate DREF funding of \$880,000 (increasing the total Grant funding from \$1,800,000 to \$2,680,000), for the ongoing construction of a replacement Centralized Homeless Housing and Services Facility on Waterfront property located at 350 West Herman Street, utilizing CDBG Disaster Recovery funds; and
 - B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.

Approved 4-0, with Commissioner Young absent

For Information: The Board heard Commissioner Robertson disclose that he serves on the Board of Directors for the Waterfront Rescue Mission; however, he is not precluded from voting on this issue.

AMENDMENT #2
CENTRALIZED HOMELESS HOUSING/SERVICES
REPLACEMENT FACILITY DEVELOPMENT AGREEMENT

THIS AMENDMENT is made and entered into this 28th day of June, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**County**") and **WATERFRONT RESCUE MISSION, INC.**, a Florida not for profit corporation organized under the laws of the State of Florida or its assigns ("**Waterfront**") for the express purpose of establishing respective and collective roles, responsibilities, commitments and limitations of the various parties in relation to the financing, development, construction/rehabilitation, management, operation and long term utilization of a replacement centralized, disaster resistant, homeless housing and services replacement facility, specifically referred to as **Service Area #05 Centralized Homeless Housing and Services Replacement Facility** (the "Project").

WITNESSETH:

WHEREAS, the County and the City of Pensacola are interested in the pursuit of community improvement and the assurance of adequate, safe housing options for all citizens in Escambia County, including the homeless; and

WHEREAS, Waterfront, a Florida not for profit, was founded for the purpose of assisting the less fortunate through the provision of emergency, transitional and supportive housing, social services, counseling and recovery, primarily focused on the homeless; and

WHEREAS, on July 8, 2010, the County entered an agreement with Waterfront for the purpose of implementing the Project and construction of said Project is currently ongoing; and

WHEREAS, the Project funding initially provided through the CDBG Disaster (2008 Storms) Grant (hereinafter "CDBG Disaster Grant") was augmented through the award of Disaster Recovery Enhancement Funds (hereinafter "DREF") by the Florida Department of Economic Opportunity (hereinafter "DEO") as evidenced by Amendment #1 to the Agreement between the County and Waterfront approved on August 18, 2011; and

WHEREAS, the County and Waterfront now wish to further amend the Project Development Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Waterfront hereby agree to further amend the Development Agreement dated July 8, 2010, as follows:

SECTION 1. ARTICLE II, Section 2.0 of the Development Agreement dated July 8, 2010, is hereby further amended to read as follows:

2.0 ARTICLE II, Section 2.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$2,680,000 to \$2,960,417.25** to recognize additional CDBG Disaster Grant and DREF funding provided through DEO for the Project, and to make corresponding revisions to **Exhibit I and Exhibit IV** of the Agreement. Subject to available CDBG Disaster Grant and DREF funding, the County Administrator or Chairman and the President of Waterfront shall have authority to administratively approve adjustments to this maximum funding level by not more than 10% of the total referenced above, without further action of the Escambia County Board of County Commissioners or the Waterfront Board of Directors. Any such adjustment shall be confirmed in writing and shall be executed by both parties.

SECTION 2. EXHIBIT I of the July 8, 2010 Agreement, as amended, is hereby further amended, as attached, to reflect additional CDBG Disaster Grant and DREF funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

SECTION 3. EXHIBIT IV of the July 8, 2010 Agreement, as amended, is hereby further amended, as attached, to reflect additional CDBG Disaster Grant and DREF funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

SECTION 4. By executing this Amendment to the existing July 8, 2010 Development Agreement, Waterfront agrees to record, within 30 days of the effective date of this Amendment, a revision to the Declaration of Covenants and Restrictions with respect to the Project development site located at 350 W. Herman Street to reflect the aggregate amount of funding provided for the Project.

SECTION 5. All other provisions of the original Agreement dated July 8, 2010, as amended on August 18, 2012, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 6. Each individual executing this Amendment to the original Project Development Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Amendment is binding upon said party in accordance with its terms.

SECTION 7. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

SECTION 8. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: June 28, 2012

By: _____
Deputy Clerk
(SEAL)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.
By: _____
Title: _____
Date: 10/6/12

WATERFRONT RESCUE MISSION, INC.,
a not for profit corporation chartered in the
State of Florida

WITNESSED:

By: _____
Mick Breault, President

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Mick Breault, President of Waterfront Rescue Mission, Inc. a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT I
(REVISED: June 28, 2012)

**SERVICE AREA #05: CENTRALIZED HOMELESS
HOUSING/SERVICES REPLACEMENT FACILITY**
(CDBG Disaster Grant and Disaster Recovery Enhancement Funds)

THE FOLOWING PROJECT DESCRIPTION
IS CUMULATIVELY TAKEN FROM THE ESCAMBIA COUNTY
CDBG DISASTER (2008 STORMS) GRANT AND THE DISASTER
RECOVERY ENHANCEMENT FUNDS GRANT APPLICATION
AS APPROVED BY THE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

PROJECT ACTIVITY SUMMARY
2008 Storms CDBG Disaster Recovery
Page 1 of 2 (Homeless Facility)

Project Sponsor: Escambia County, Florida
SERVICE AREA #05 (CONTINUATION PROJECT)
CDBG Activity: 03 – Public Facilities & Improvements (Other)
Project: Development of Homeless Service Facility (Emergency & Transitional Housing) (Escambia/Pensacola)

This is a continuation of the current “K” Contract Project, which is supporting the development of a replacement centralized homeless housing and services facility.

Background:

Project Summary:

While this project addresses an Urgent Need, it will directly benefit Low/Moderate Income (LMI) persons, through the construction of a critically important, “hardened” centralized homeless housing and replacement services facility to be located well outside the flood plain and the FEMA Storm Surge Inundation Areas of Pensacola. This important project qualifies both under the Low/Moderate Income (LMI) National Objective and Urgent Need National Objective. The properly located, hardened facility will target the pre- and post-disaster recovery needs of this highly vulnerable population in Escambia County. The existing homeless facility at 16 West Main Street in Pensacola is located in a low lying, flood prone area of downtown Pensacola, which requires evacuation in advance of all hurricanes directly threatening Pensacola, such as Hurricanes Gustav, Dennis and Ivan; since it is highly susceptible to recurring flooding/storm surge impacts from storm events/disasters. The current location is typically inaccessible for use prior to or immediately after a significant storm/disaster event.

Project Need:

The 1960's era Waterfront Rescue Mission (Waterfront) homeless transient housing and feeding facility on Main Street in Pensacola is situated very near Pensacola Bay in a highly vulnerable location subject to major damage from high wind, flooding and storm surge produced by hurricanes that impact Escambia County. This facility is one of, if not the, the major emergency disaster housing resource for street homeless during major storm events, disasters or extremely cold weather. Low lying area evacuation orders issued by Emergency Management officials in advance of oncoming hurricanes, such as Gustav, will require or at least recommend evacuation of the perilously located facility rendering it useless as an emergency/disaster shelter for the homeless, and due to flooding/storm surge impacts the utility of the facility for meeting immediate post-disaster housing and recovery needs of the homeless is highly moderated. This type of facility is critical to post-disaster recovery due to its use to meet recovery housing needs of the street homeless until public services can be restored. Though the direct impact to the facility was less with Gustav, the inadequacy of the existing facility and its perilous location became very evident following the devastation of Hurricane Ivan. The facility was damaged by the hurricane and was subject to the severe storm surge that flooded much of the Pensacola urban core. Though Waterfront resumed its post disaster mission from the crippled facility (once it could be safely accessed), the location of the facility continues to be a concern with each successive hurricane, including Hurricane Gustav which produced major damage along the coastline in Escambia County. The existing, wholly undersized facility, at 8,500 sf, is adequate to comfortably serve 40-50 individuals, but during disaster or other storm/bad weather events, it is very common for Waterfront to accommodate over 100 persons (using every space possible). Though utilized as a makeshift disaster shelter, the facility is not constructed to withstand hurricane force winds. The existing facility (located on Main Street) will be abandoned and ultimately demolished by Waterfront following occupancy of the replacement facility. Additional documentation regarding the precarious location of the existing facility is included from the City of Pensacola, Escambia County Emergency Management and Waterfront. The proposed project entails the total development (design, final permitting and construction) of a centralized replacement homeless service facility approximating 30,000 square feet that will house Waterfront. Additionally, an adjacent existing building will be used to house the service delivery components of the EscaRosa Coalition on the Homeless, Inc.'s Continuum of Care. The well designed, integrated and hardened public facility, to a standard that will safely and confidently withstand the heavy winds and storm surge seen in the coastal areas during storm events such as Gustav or Ivan.

Escambia County, the City of Pensacola, Waterfront and the EscaRosa Coalition on the Homeless all recognize the absolute necessity to address this major health and safety issue for the Low/Moderate Income homeless and special needs populations locally, and have therefore additionally prioritized this project as a major Urgent Need in the community which must be addressed and mitigated through the development posed herein. The facility has received significant local community and financial support further evidencing the Project's high priority in the local community. However, the total cost of the facility, currently projected at over \$4.5M, requires allocation of

additional CDBG Disaster Recovery (DREF) and CDBG Disaster Grant funding to ensure completion in keeping with the needs of the community. Though CDBG Disaster funding is significant, it should be noted that well over \$1,000,000 of the total investment in the facility is borne locally and all of the future staffing and operational costs will be provided locally (primarily by Waterfront Rescue Mission. No CDBG funding expended on the current Waterfront facility (16 W. Main Street).

CDBG National Objective:		Benefit to Low and Moderate Income Persons		
b. Performance Measure(s): Development of 1 public facility for the homeless		Units to be completed: One homeless facility (w/ daily service capacity of 100)		
c. Estimated Project Cost:		CDBG Funds	Other Funds	Totals
Project Management (Note: Architectural, engineering and related services totally paid by Waterfront Rescue Mission)		\$ 50,000	\$ 200,000	\$ 250,000 ("K" Contract)
		\$ 84,950	\$ 0.00	\$ 84,950 (DREF-Amdt. #1)
		\$ 0.00	\$ 0.00	\$ 0.00 ("K" Contract-Amdt. #2)
		\$ (84,950)	\$ 0.00	\$ (84,950) (DREF- Amdt. #2)
Construction (including major items of permanently affixed equipment)		\$ 1,800,000	\$ 1,563,000	\$ 3,363,000 ("K" Contract)
		\$ 880,000	\$ 0.00	\$ 880,000 (DREF -Amdt. 1)
		\$ 195,467.25	\$ 0.00	\$ 195,467.25 ("K" Contract-Amdt. 2)
		\$ 84,950	\$ 0.00	\$ 84,950 (DREF- Amdt. #2)
Total Estimated Cost for Activity		\$ 2,045,467.25	\$ 1,763,000	\$ 3,808,467.25 ("K" Contract w/ Amdts.)
		\$ 964,950.00	\$ 0.00	\$ 964,950.00 (DREF w/ Amdts.)
		<u>\$3,010,417.25</u>	<u>\$ 1,763,000</u>	<u>\$ 4,773,417.25 (GRAND TOTAL</u>
d. Project/Activity Beneficiaries:				
Note: Beneficiary data is cumulative (aggregate) for both the original "K" Contract and DREF Supplemental.	Minimum Facility Capacity (Projected)	Total # LMI Beneficiaries	Limited Clientele Beneficiaries	% LMI
	100 persons (homeless/special needs)	100 persons (homeless/special needs)	100%	100.0%
e. Project/Activity Location:				
Project Location: 350 W. Herman Street, Pensacola, Florida				
Maps depicting the location of the project are included in Appendix 1.				
(THIS IS A CONTINUATION PROJECT)				
Project/Activity Located in:		Escambia County/City of Pensacola		

EXHIBIT IV
(REVISED: June 28, 2012)

**DEO Approved CDBG Disaster Grant and DREF
Project Budgets**

**Service Area #05:
Centralized Homeless Housing/Services
Replacement Facility**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2749

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Individual or Blanket Purchase Orders per PD 10-11.065 General Paving and Drainage Pricing Agreement

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, Per PD 10-11.065, General Paving and Drainage Pricing Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 151, Community Redevelopment Agency, Cost Centers: 220515, 220516, 220517, 220519, 220520]

BACKGROUND:

The Invitation to Bid (ITB) for PD 10-11.065 General Paving & Drainage Agreement was approved by the Board of County Commissioners on 09/15/2011. This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000.00, with the value of a project exceeding no more than 10% in BOL items. The pricing agreement is a unit price agreement with multiple vendors.

BUDGETARY IMPACT:

Funding is available in Fund 151, Community Redevelopment Agency, Cost Centers: 220515, 220516, 220517, 220519, 220520

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not part of this purchase order request.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency staff shall perform the function of Contract Administration and Management with the assistance of the Office of Purchasing for specific needs.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars (\$50,000) or greater.

IMPLEMENTATION/COORDINATION:

This request has been prepared in coordination with the Purchasing, Accounting and Engineering Divisions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2706

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Residential Rehab Grant Funding and Lien Agreements for 200 Payne Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 200 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following June 28, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 200 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theresa I. Wade, the owner of residential property located at 200 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,030, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On June 28, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Theresa I. Wade. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will manage this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with property owner(s), handle all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Theresa Wade Rehab Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 28th day of June 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Theresa I. Wade, (the "Recipient"), owner of property located at 200 Payne Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,030**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,030**, which shall be comprised of a cash contribution of **\$1,030**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **28th** day of **June 2012**, and the Project shall be complete on or before the **28th** day of **September 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Theresa I. Wade
200 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACH
Date: 6/5/12

For: Board of County Commissioners of Escambia County

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Theresa I. Wade, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of June, 2012 by Theresa I. Wade, Property Owner. He/She () is personally known to me or () has produced FLICW300...60...0 as identification.



[Signature]
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Theresa I. Wade
Property Address: 200 Payne Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s) <u>Theresa I. Wade</u>	Address of Property <u>200 Payne Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-357-018</u>
-----------------------------------------------------------	-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------

Total Amount of Lien **\$1,030**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Theresa I. Wade
Theresa I. Wade, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of June, 2012 by Theresa I. Wade, Property Owner. He (She) is personally known to me or has produced FLIC W300 60 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Wilson B. Robertson, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: Ernie Lee Magaha
Title: ACA
Date: 6/5/12

Color Photos of existing condition

200 Payne Road,
Pensacola, FL 32507

Front of house lateral service line.
Connection line to run from
lateral service line through
foundation vents to existing
plumbing.



Sanitary Sewer Connection



Back of 200 Payne Road, Pensacola, FL 32507 current drain field and septic tank location area.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2803

County Administrator's Report 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Approval of Contract between Escambia County and the Florida Department of Environmental Protection

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Contract between Escambia County and the Florida Department of Environmental Protection - Keith Wilkins, REP, Community and Environment Director

That the Board take the following action concerning a Contract between Escambia County and the Florida Department of Environmental Protection:

A. Approve the Contract between the Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, that provides for the County to provide construction administration services for specified Natural Resource Damage Assessment (NRDA) Early Restoration Projects on a Task Assignment Basis for a combination fixed price/fee schedule/cost reimbursement basis, as specified in each Task Assignment; and

B. Authorize the Chairman to execute the Contract and subsequent documents as necessary for fulfillment of the Contract subject to Legal review and sign-off.

(CONTRACT TO BE DISTRIBUTED UNDER SEPARATE COVER)

[Funding: General Fund 001, Community & Environment Administration, Cost Center 220101. All funds received from this Contract will be deposited into the fund which incurred the cost]

BACKGROUND:

The Florida Department of Environmental Protection (FDEP) is contracting the design and construction of Natural Resource Damage Assessment (NRDA) Early Restoration Projects within Escambia County. To compensate Escambia County for local construction oversight and construction administration services, FDEP and Escambia County are entering into this contract. This will enable Escambia County to be reimbursed for staff time and/or contractor expenses associated with these activities as approved on individual Task Assignments.

BUDGETARY IMPACT:

General Fund 001, Community & Environment Administration, Cost Center 220101. All funds received from this contract will be deposited into the fund which incurred the cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal will review and approve the contract as to form and legal sufficiency.

PERSONNEL:

Personnel will be utilized from various divisions and departments as required by the nature of the project. It is expected staff from Marine Resources, Water Quality & Land Management Divisions, Community & Environment Administration and Engineering Division will be utilized.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Board Action is voluntary but will ensure local involvement in the implementation of these BP Deepwater Oil Spill restoration projects and provide for local oversight and community liasion.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department will implement the terms of this contract on behalf of the County and serve as the point of contact for distribution of tasks to appropriate County departments and divisions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2786

County Administrator's Report 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Interlocal Agreement with Santa Rosa County Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with Santa Rosa County Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project:

- A. Approve the Interlocal Agreement with Santa Rosa County Relating to the Escambia River Derelict Vessels and Associated Debris Removal Project for Fiscal Year 2011-2012 and past this date, if necessary, with Santa Rosa County reimbursing the County, for actual costs relating to the Project in the amount not to exceed \$45,000; and
- B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement and related documents.

[Funding Source: Fund 110, Other Grants & Projects, CC 220807, Vessel Registration Fees. Escambia County will submit invoices to Santa Rosa County for reimbursement on a pro-rata basis based on a 50%/50% cost share]

BACKGROUND:

On March 4, 2010, the Board approved Resolution R2010-29, support for and requesting the State of Florida take immediate action to remove Escambia River logjams. Escambia County and Santa Rosa County are cooperatively funding equally to remove and dispose the Escambia River derelict vessels and associated debris near Cotton Lake. All actions and work performed to this agreement will be in compliance with all permits, licenses, and agreements required to remove and dispose of derelict vessels and associated debris materials.

BUDGETARY IMPACT:

Fund 110, Other Grants & Projects, CC 220807, Vessel Registration Fees. Escambia County will submit invoices to Santa Rosa County for reimbursement on a pro-rata basis based on a 50%/50% cost share.]

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to the form and legal sufficiency.

PERSONNEL:

No additional personnel will be required as a result of this Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, staff will coordinate with Santa Rosa County to complete all implementation requirements of this Interlocal Agreement.

Attachments

Interlocal Agreement
Resolution R2010-29

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT RELATING TO THE
ESCAMBIA RIVER DERELICT VESSELS AND ASSOCIATED DEBRIS REMOVAL
PROJECT**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Santa Rosa County, a county in the State of Florida (hereinafter referred to as the "Santa Rosa County") with administrative offices located at 6495 Caroline Street, Suite D, Milton, Florida 32570 (each being at times referred to as a "Party" or "Parties").

WITNESSETH:

WHEREAS, Escambia River comprises a portion of the border between Escambia and Santa Rosa Counties extending more than fifty-nine linear miles; and

WHEREAS, Escambia River and its submerged lands are claimed as sovereign by the State of Florida; and

WHEREAS, Escambia River and its associated waterways provide boating, fishing, hunting and other outdoor recreational opportunities for citizens and visitors of Florida; and

WHEREAS, derelict vessels and associated debris on the Escambia River block navigation thereby threatening the safety and welfare of Florida's citizens and visitors; and

WHEREAS, derelict vessels and associated debris on the Escambia River exacerbate flooding of surrounding lands, bridges, and roadways thereby endangering property and jeopardizing the safety and welfare of Florida's citizens and visitors.

WHEREAS, Escambia County and Santa Rosa County are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, Escambia County and Santa Rosa County have jointly determined that it is in the best interest of the citizens of Escambia County and Santa Rosa County to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Article 1
Purpose

- 1.1 **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
- 1.2 **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties as it relates to coordinating and funding for the removal and disposal of the Escambia River derelict vessels and associated debris near Cotton Lake (hereinafter, "the Project").

Article 2
Responsibilities of the Parties

- 2.1 In consideration of the faithful performance of the work described in Exhibit "A", which is attached hereto and incorporated by reference herein, Escambia County and Santa Rosa County agree to each contribute equal funding in accordance with the terms of this Agreement in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00) for the Project.
- 2.2 In the event the Project cost is projected to exceed a total of Ninety Thousand Dollars (\$90,000.00), the Parties may, upon mutual agreement, modify the scope of the Project so that the cost shall not exceed a total of Ninety Thousand Dollars (\$90,000.00).
- 2.3 Escambia County shall be responsible for initiating the public procurement process in order to select a Contractor to perform the Project.

Article 3
Compensation and Method of Payment

- 3.1 Santa Rosa County agrees to reimburse Escambia County for actual costs related to the Project described in Exhibit "A" in the amount not to exceed Forty Five Thousand Dollars (\$45,000.00) and incurred pursuant to the contract resulting from Escambia County's public procurement process referenced in Paragraph 2.3, above. The Funds shall remain available to be paid to Escambia County, upon the submission of invoices as described below past the end of Fiscal Year 2011-2012, if necessary, until the completion of the Project. The Project shall be deemed complete upon successful completion of the final review between Escambia County and the general contractor.

- 3.2 Escambia County may submit invoices to Santa Rosa County for reimbursement of related costs at the completion of the Project or at the partial completion of the Project on a pro-rata basis based on a 50%/50% cost share. Requests for payment, however, shall not be made more frequently than once a month.
- 3.3 Upon request, Escambia County shall provide to Santa Rosa County copies of any project-related documentation, including but not limited to payment and other financial documents as may be reasonably required to verify any and all project costs related to the work described in Exhibit "A".
- 3.4 Invoices from Escambia County to Santa Rosa County shall be submitted to:

Santa Rosa County
Attn: Hunter Walker
6495 Caroline Street, Suite D
Milton, FL 32570

Article 4 **General Provisions**

- 4.1 **Contract Time.** It is anticipated that the time for completion of the Project described in Exhibit "A" shall be within one (1) year from the effective date of this Agreement.
- 4.2 **Effective Date.** This Agreement shall become binding on the parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for such filing.
- 4.3 **Termination.** This Agreement may be terminated by either party for cause only as described in this Agreement, and only after the party seeking termination has notified the other party of the alleged default on the contract and has provided the defaulting party a reasonable opportunity to cure, which shall be no less than thirty days' time.
- 4.4 **Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party shall give the first party written notice of the alleged violation of Chapter 119 and seven calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first party may terminate this Agreement for cause.

- 4.5 **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.
- 4.6. **Survival.** All provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 4.7 **Interpretation.** 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.
- 4.8 **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 4.9 **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 4.10 **No Waiver.** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 4.11 **Notices.** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

ESCAMBIA COUNTY:

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

SANTA ROSA COUNTY:

County Administrator
6495 Caroline Street, Suite D
Milton, FL 32570

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2012, and Santa Rosa County, Florida through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on the _____ day of _____, 2012.

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: *[Signature]*
Date: *6/13/12*

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

By: _____ BCC APPROVED: _____
Deputy Clerk

COUNTY:

SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Mary M. Johnson
Clerk of the Circuit Court

By: _____
Jim Williamson, Chairman

By: _____ Date: _____
Deputy Clerk

(SEAL)

BCC APPROVED: _____

Exhibit A

Scope of Project:

Project will remove derelict vessels and associated debris which pose serious navigational/boating safety hazard and obstruction in Escambia River located approximately one river mile north of Cotton Lake boat ramp. Derelict vessels and associated debris consist of fallen timbers and other vegetative debris, as well as destroyed vessels and other manmade debris. All derelict vessels and debris items shall be removed in a safe and controlled manner, such that no materials or debris float downstream. All actions and work performed by contractor(s) and subcontractor(s) pursuant to this agreement will be in compliance with all permits, licenses, and agreements required to remove and dispose of derelict vessels and associated debris materials.

RESOLUTION NUMBER R2010- 29

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
EXPRESSING SUPPORT FOR AND REQUESTING THE STATE OF
FLORIDA TAKE IMMEDIATE ACTION TO REMOVE ESCAMBIA RIVER
LOGJAMS; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Escambia River comprises more than fifty-nine linear miles of Escambia County's eastern border; and

WHEREAS, Escambia River and its submerged lands are claimed as sovereign by the State of Florida; and

WHEREAS, Escambia River and its associated waterways provide boating, fishing, hunting and other outdoor recreational opportunities for citizens and visitors of Florida; and

WHEREAS, logjams on the Escambia River threaten the safety and welfare of Florida's citizens and visitors; and

WHEREAS, logjams on the Escambia River exacerbate flooding of surrounding lands, bridges, and roadways thereby endangering property and jeopardizing the safety and welfare of Florida's citizens and visitors.

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

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

Section 2. That the Escambia County Board of County Commissioners hereby expresses its support for and requests the State of Florida take immediate action to remove Escambia River logjams to restore safe access to public waterways.

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Secretary Michael W. Sole of the Florida Department of Environmental Protection and Director Kenneth Prest of the Florida Department of Environmental Protection-Northwest District.

Verified By: *K. Wavel*

Date: 3/5/10

ADOPTED this 4th day of March, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Grover C. Robinson, IV, Chairman
Date Executed

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

3/4/2010

[Signature]
Deputy Clerk



BCC Approved March 4, 2010

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACH
Date: 2/23/10

(RESOLUTION SUPPORTING REMOVAL OF ESCAMBIA RIVER LOGJAMS)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2705

County Administrator's Report 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Federally-Funded Subgrant Agreement #13-FG-XX-01-27-01-084

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federally-Funded Subgrant Agreement - Michael D. Weaver,
Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement #13-FG-XX-01-27-01-084:

A. Approve the State of Florida Division of Emergency Management (FDEM) Performance Federally-Funded Subgrant Agreement, providing funds in the amount of \$99,940, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute the Subgrant Agreement and all related documents as required to implement the Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to organization, planning, training, and exercises. These funds require a dollar-for-dollar match that is applied against the Escambia County Division of Emergency Management's budget. No additional matching funds are required. This Agreement is providing funds in the amount of \$99,940, with a contract period of July 1, 2012, through June 30, 2013.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current General Fund support of the Escambia County Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330409.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPG Contract

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110; "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

- 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
- 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at
<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by-hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Conditions

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Statement of Assurances

Attachment J – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$99,940**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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 a 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court.

By: _____

Name and title: Wilson B. Robertson, Chairman

Date: _____

FID# 59-6000598

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: _____

Name and Title: Bryan Koon, Director

Date: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: HCA

Date: 6/7/12

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042
Award amount: \$99,940

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2012 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012 – Emergency Management Performance Grants Program	ESCAMBIA COUNTY	Organizational Expenditures	\$91,846.69
		Planning Expenditures	\$0.00
		Training Expenditures	\$0.00
		Exercise Expenditures	\$0.00
		Equipment Expenditures	\$8,093.31
		Management and Administration Expenditures (5%)	\$0.00
Total Award		\$	\$99,940.00

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2012 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2012 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

B. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2012 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency management/operation plans

- Maintaining a current local County Emergency Management Plan (CEMP)

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Community-based planning to advance "whole community" security and emergency management
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

- Acquisition of critical emergency supplies defined as: shelf stable food products, water, and/or basic medical supplies.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster Recovery planning

- Disaster housing planning, such as creating/supporting a State disaster housing task force and developing/enhancing State disaster housing plans
- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans

Recovery planning

- The National Disaster Recovery Framework (NDRF) sets national policy and doctrine to define a new era of disaster recovery across Federal, State and local government. The NDRF aims to achieve a disaster recovery system that is more responsive to whole-community needs. EMPG Program recipients should, as feasible, take steps to develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

Program evaluations

C. Training

FY 2012 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

Additional types of training include, but are not limited to, the following:

- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with

the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.

- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. All EMPG Program funded personnel shall participate in no less than three exercises in a 12 month period and should complete the following training requirements and record proof of completion. Real world events count toward meeting this requirement.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise projects
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

In accordance with 44 CFR 13.32, allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

Recipients that are using FY 2012 EMPG Program funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order. SAFECOM guidance can be found at <http://www.safecomprogram.gov>.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtm>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,

- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

The FY 2012 EMPG Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Program Analyst for review.

When applying for construction funds, including communications towers, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally

required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 106 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

When applying for EOC construction funds, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed all required steps for a successful EHP review in support of their proposal for funding (e.g., coordination and consultation).

IV. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

FY 2012 grant funds are intended to support the NPG and fund projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in GPD's Information Bulletin 336 (Maintenance and Sustainment) has been expanded to allow for the support of equipment that has previously been purchased with both Federal grant and non-Federal grant funding. The eligible costs for maintenance and sustainment must be an otherwise allowable expenditure under the applicable grant programs, and be tied to one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

V. Monitoring:

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable EMPG grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

V. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013):
 - Regional Domestic Security Task Force (RDSTF) Meeting
 - Urban Area Security Initiative Meetings (if applicable)
 - State Working Group Meetings (if applicable)

2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, each EMPG funded position during this contract period (July 1, 2012 – June 30, 2013) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in at least 1 exercise per quarter
 - Submit an After Action Report for each exercise
 - Complete the Professional Development Series

3. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises in each quarter.**
- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient 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 Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 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

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- 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 uses of funds under this grant will be in accordance with the FY 2012 Emergency Management Performance Grants Program 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 communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, 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.

Attachment F
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from ___ 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency 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 on the conduct of Investigations, 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 Federal grantor agency 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.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. 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.

**Attachment J
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is due **every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.
- 2012 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
2. All EMPG funded personnel shall participate in three exercises (i.e., one exercise per quarter) of any type (e.g. Drills, Tabletop Exercises, Functional), and one full-scale exercise within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement. (Appendix B – FY 2012 EMPG Program Priorities)
 3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.22 Appendix B – FY 2012 EMPG Program Priorities
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

DIVISION OF EMERGENCY MANAGEMENT
 COUNTY
 FY 2012-2013
 FOR EMPG FUNDED EMPLOYEES ONLY
 FORM 3

EMPG Staffing Detail EMPG Training

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]	Has the employee received certificate/completed the following: (yes or no)				
				NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800	FEMA Professional Development Series

DIRECTIONS STAFFING DETAIL:

1. In column 1 list titles and name of ALL EMPG funded staff.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4, provide the funding distribution (%) for the amount in column 3.

EMPG Exercise(s) Per Quarter

Name & Position Title [1]	Date [2]	Description of Exercise [3]

DIRECTIONS:

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
6	
Total 7	\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2708

County Administrator's Report 14. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: State-Funded Subgrant Agreement #13-BG-06-01-27-01-017

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement #13-BG-06-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Management Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of \$105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute the Subgrant Agreement and all related documents as required to implement the Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330405]

BACKGROUND:

The State of Florida created the EMPA in 1993 to provide funding assistance to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of \$105,806 for fiscal year 2013. Funds must be expended by June 30, 2013.

BUDGETARY IMPACT:

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management, with an indirect match requirement, "at a minimum, the recipient shall continue to provide other funding for the Recipient's Emergency management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule Chapter 9G-19.011, Florida Administrative Code.) Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside the local emergency management agency as

defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." "The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative Code by its execution of this Agreement, and as a condition precedent to receipt of funding"

The current General Fund support of the Escambia County Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330405.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement.. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPA Contract

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor

the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this

Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone.
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's

performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A - Program Budget

Attachment B - Scope of Work

Attachment C - Program Conditions

Attachment D - Reports

Attachment E - Program Statutes, Regulations and Program Requirements

Attachment F - Justification of Advance Payment

Attachment G - Warranties and Representations

Attachment H - Certification Regarding Debarment

Attachment I - Statement of Assurances

Attachment J - Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and

the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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 a 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____

Name and title: Wilson B. Robertson, Chairman

Date: _____

FID# 59-6000598

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: _____

Name and Title: Bryan Koon, Director

Date: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACA

Date: 6/3/2

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A
Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012-2013 – Emergency Management Preparedness and Assistance Grant	ESCAMBIA COUNTY	Salary and Benefits	\$0.00
		Other Personal/Contractual Services (OPS)	\$0.00
		Expenses	\$30,506.00
		Operating Capital Outlay (OCO)	\$75,300.00
		Fixed Capital Outlay (FCO)	\$0.00
Total Award		\$	\$105,806.00

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program:

I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2012-2013 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
 - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default.

Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

II. Monitoring:

The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

III. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2012 – June 30, 2013), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.
 - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.
3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2013**. This shall include:
 - A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
 - B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2013. See Data Download and Upload details in # 6.
- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
 - County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and
 - B) Location, survey forms and attributes information for county logistical staging areas; and
 - C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and
 - D) Locations for Emergency Worker Base Camps.
5. **SHELTER SURVEY AND RETROFIT PROGRAM** - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.
- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
 - B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
 - C) Develop and submit a strategy to ensure that by **June 1, 2013**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2013**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation.

Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.

E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)

F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

7. **STATUTORY REQUIREMENTS (including but not limited to):**

A) Sec. 252.355, Florida Statutes. Registry of persons with special needs; notice.

Maintain a registry of persons with special needs located within the jurisdiction of the local agency. The registration shall identify those persons in need of assistance and plan for resource allocation to meet those identified needs. The registry shall be updated annually and give persons with special needs the option of pre authorizing emergency response personnel to enter their homes during search and rescue operations if necessary.

B) Sec. 252.38, Florida Statutes. Emergency management powers of political subdivisions.

i. Each county must establish and maintain an emergency management agency (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)

ii. Each county must Develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive management plan and program (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)

iii. Each county emergency management agency shall have a Director.

iv. Director has direct responsibility for organization, administration and operation of county emergency management agency

v. Director shall coordinate emergency management activities, services and programs within the county.

vi. Director shall serve as liaison to the Division and other local emergency management agencies and organizations

vii. County emergency management agencies shall perform emergency management functions within the county

viii. County emergency management agencies shall conduct activities outside territorial limits as required pursuant to §§ 252.31-252.90, Fla. Stat., and in accordance with state and county emergency management plans and mutual aid agreements

ix. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during postdisaster emergency operations

C) Sec. 252.385(4), Florida Statutes, Public Shelter Space

Local emergency management agencies shall coordinate with public facilities, including schools, post secondary educational facilities, and other facilities owned or leased by state or local governments, but excluding hospitals, hospice care facilities, assisted living facilities, and nursing homes, which are suitable for use as public hurricane evacuation shelters, to ensure that designated facilities are ready to activate prior to a specific hurricane or disaster.

D) Sec. 252.40, Florida Statutes, Mutual aid arrangements. (optional - not a requirement)

It is the duty of each local emergency management agency to render assistance in accordance with the provisions of mutual aid agreements to the fullest extent in times of emergency.

F) Sec. 381.0303(2), Florida Statutes, Special needs shelters.

i. County health departments shall, in conjunction with the local emergency management agencies, have the lead responsibility for coordination of the recruitment of health care practitioners to staff local special needs shelters. County health departments shall assign their employees to work in special needs shelters when those employees are needed to protect the health and safety of persons with special needs. County governments shall assist the department with nonmedical staffing and the operation of special needs shelters. The local health department and emergency management agency shall coordinate these efforts to ensure appropriate staffing in special needs shelters.

ii. The appropriate county health department, Children's Medical Services office, and local emergency management agency shall jointly decide who has responsibility for medical supervision in each special needs shelter.

iii. Local emergency management agencies shall be responsible for the designation and operation of special needs shelters during times of emergency or disaster and the closure of the facilities following an emergency or disaster. The local health department and emergency management agency shall coordinate these efforts to ensure the appropriate designation and operation of special needs shelters. County health departments shall assist the local emergency management agency with regard to the management of medical services in special needs shelters.

G) Sec. 393.067(8), Florida Statutes, Facility licensure.

i. Review and approve the comprehensive emergency management plan for all comprehensive transitional education programs and for homes serving individuals who have complex medical conditions.

ii. The local emergency management agency shall ensure that the Agency for Persons with Disabilities and the Division of Emergency Management, at a minimum, are given the opportunity to review the plan, as well as appropriate volunteer organizations.

iii. The local emergency management agency shall complete its review within 60 days and either approve the plan or advise the facility of necessary revisions.

H) Sec. 395.1055(1)(c), Florida Statutes, Rules and enforcement

i. Review and approve comprehensive emergency management plan (for hospitals) submitted by the State Agency for Health Care Administration.

ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.

iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions.

I) Sec. 400.23(2)(g), Florida Statutes. Rules: evaluation and deficiencies; licensure status.

- i. Review and approve comprehensive emergency management plan (for nursing homes and related health care facilities) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

J) Sec. 400.967(2)(g), Florida Statutes. Rules and classification of deficiencies.

- i. Review and approve comprehensive emergency management plan (for Intermediate Care Facilities for the Developmentally Disabled) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

K) Sec. 429.41(1)(b), Florida Statutes. Rules establishing standards. (optional - not a requirement)

- i. Review and approve comprehensive emergency management plan (for assisted care communities) submitted by the State Agency for Health Care Administration
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

L) Sec. 1013.372(1), Florida Statutes. Educational facilities as emergency shelters.

The Department of Education shall, in consultation with the boards and state and county emergency management offices, include within the standards to be developed under this subsection public shelter design criteria to be incorporated into the Florida Building Code:

M) Sec 1013.74(4), Florida Statutes. University authorization for fixed capital outlay projects. The university board of trustees shall, in consultation with local and state emergency management agencies, assess existing facilities to identify the extent to which each campus has public hurricane evacuation shelter space.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees; student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2012. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2012.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation; and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program .
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency 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 on the conduct of investigations, 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 Federal grantor agency 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.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. 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.

**Attachment J
Reporting Forms**

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

IF YOU WISH TO OBTAIN THESE FORMS ELECTRONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET**

Form 4

County	2011-2012 LOCAL (10/1/11-9/30/12)	2010-2011 LOCAL (10/1/10-9/30/11)	2009-2010 LOCAL (10/1/09-9/30/10)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (11-12)	Reduction in County Budget (%) Based on Previous Year Budget (11-12)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!		

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements:

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice; public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests for reduction shall be signed by reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

County _____

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL**

Form 5

FY 2012-2013

Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	LOCAL		STATE/FEDERAL					% Total All Funds [10]	
			% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]			

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
 HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2011-2012
 (Dates: July 1, 2011 - June 30, 2012)
 FORM 6

Expenditure Categories	LOCAL			STATE/FEDERAL				TOTAL Total County EM Agency Funding (c+h+i)
	County General Fund (Local) (a)	Other Local Funds (b)	Local (a+b+c)	State Portion of EMPA Base Grant (d)	Federal Portion of EMPG Base Grant (e)	Hazardous Materials Planning Grant (state) (f)	Other State OR Federal Funds (g)	
1. Salaries & Benefits			\$					\$
2. Other Personal/Contractual Ser.			\$					\$
3. Expenses			\$					\$
4. Operating Capital Outlay			\$					\$
5. Fixed Capital Outlay			\$					\$
Total Expenditures \$		\$	\$	\$	\$	\$	\$	\$

Amount of funds provided as match for Federal portion of grant (EMPG) \$
 Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2011-2012 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed _____
 Title _____
 Date _____

AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012

Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100

Emergency Management Preparedness and Assistance Grant Program

Form 7
 Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
 Address _____
 City and State _____

Agreement No. _____
 Agreement Amount _____
 Agreement Period _____

Payments Received Under this Agreement
 (Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
Total 6		\$0.00

Agreement Amount _____

Minus Total Payments
 (Including final requested funds - Line 6) _____

Unspent balance _____

Refund and/or final interest checks are due no later than **ninety (90) days** after the expiration of the Agreement.

Make checks payable to:
 Cashier, Division of Emergency Management

Mail To:
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
 Grantee Contract Manager or Financial Officer

Date _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM

EXPENDITURE CATEGORY DEFINITIONS

1 **SALARY AND BENEFITS:**

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2 **OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):**

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3 **EXPENSES:**

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4 **OPERATING CAPITAL OUTLAY:**

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5 **FIXED CAPITAL OUTLAY:**

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2789

County Administrator's Report 14. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: FEMA 2012 Assistance to Firefighter Grant Program Application - Fire Services Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Emergency Management Agency 2012 Assistance to Firefighters Grant Program, Fire Services Division Matching Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Escambia County Fire Services Division to submit an electronic application, pending review and approval by the Office of Management and Budget and County Attorney's Office, for the Federal Emergency Management Agency (FEMA) 2012 Assistance to Firefighters Grant program, in the amount of \$614,090, with a 20% County match of \$122,818, for the purchase of two Bauer breathing air compressors, a mobile data system, and wild-land firefighting gear.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206 Fire Dept. Paid]

BACKGROUND:

The application period for the FEMA 2012 Assistance to Firefighters Grant program opened Monday, June 11, with a submittal deadline of July 6, 2012, which did not allow sufficient time for completion of the application, and its review and approval by the Office of Management and Budget (OMB) and County Attorney's Office, prior to the agenda deadline for the June 28, 2012, Board meeting. The next Board meeting is not scheduled until July 12, 2012.

If authorized by the Board, and OMB and the County Attorney's Office both approve the application, it will be submitted electronically by the Fire Services Manager, as the County Administrator's designee.

If FEMA awards the grant to Escambia County Fire Services, it will provide 80% of the \$614,090 estimated cost. Escambia County Fire Services will be responsible for its share, \$122,818. Escambia County Fire Services Division is requesting matching grant funds to enable purchase of the following items.

A. Two Bauer breathing air compressors for stations which currently do not have compressors and must travel to neighboring stations to refill their breathing air bottles. This will save time, fuel and keep the units in their districts. (Estimated cost \$93,022)

B. A mobile data communications system to be integrated with 911-dispatch to improve in-vehicle communication, messaging and data transfer. (Estimated cost \$376,068)

C. Wild-land firefighting gear, to provide cooler, lightweight personal protective equipment for firefighters when battling wild fires. (Estimated cost \$145,000)

BUDGETARY IMPACT:

If the grant is awarded by the Department of Homeland Security, the budgetary impact to the Fire Protection Fund will be \$122,818.

LEGAL CONSIDERATIONS/SIGN-OFF:

Submittal of the grant application is subject to review and approval by OMB and the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires prior review and approval of a competitive grant application when there is a match of County funds included in the proposed grant and no such cash-match amount has been approved within the County budget.

IMPLEMENTATION/COORDINATION:

The Department of Public Safety will ensure review and approval of the grant application is secured before submitting application, in accordance with Board policy.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2632

County Administrator's Report 14. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Northpointe Boulevard and La Borde Lane - Neighborhood Enhancement Plan

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Northpointe Boulevard - Neighborhood Enhancement Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Neighborhood Enhancement Plan on Northpointe Boulevard, from Eastpointe Drive to Chambord Lane, and on La Borde Lane, from Northpointe Boulevard to Gladstone Drive:

- A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) policy requirements; and
- B. Approve implementation of the Neighborhood Enhancement Plan for Northpointe Boulevard, from Eastpointe Drive to Chambord Lane, and on La Borde Lane, from Northpointe Boulevard to Gladstone Drive, with a cost not to exceed \$8,000.

At an initial meeting with residents from Northpointe Boulevard and La Borde Lane on February 28, 2012, the residents complained of speeding issues on Northpointe Boulevard and the volume of traffic and speeding issues on La Borde Lane. A traffic speed count was conducted on La Borde Lane and resulted in an average speed of 28 miles per hour on a 25 miles per hour roadway, and a speed count conducted on Northpointe Boulevard resulted in an average speed of 31 miles per hour on a 25 miles per hour roadway.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

BACKGROUND:

At an initial meeting with residents from Northpointe Boulevard and La Borde Lane on February 28, 2012, the residents complained of speeding issues on Northpointe Boulevard and the volume of traffic and speeding issues on La Borde Lane. Following an investigation of the area, it was found that the majority of the roads in Northpointe Subdivision currently have traffic calming devices installed potentially diverting traffic to La Borde Lane. A traffic speed count was conducted on La Borde Lane and resulted in an average speed of 28 mph on a 25 mph roadway and a speed count conducted on Northpointe Boulevard resulted in an average speed of 31 mph on a 25 mph roadway. On May 13th, a meeting was held with County staff and neighborhood residents to discuss the speed count results.

Residents on La Borde Lane requested additional traffic calming devices in hopes that it will

help reduce the current high volume of traffic. Staff explained that when violations and volumes are low based on traffic counts, results may be minimal. A letter has been mailed to all residents within the subject area listing proposed locations of the traffic calming devices. To date, County staff has not received any negative responses regarding the proposed locations.

BUDGETARY IMPACT:

Use allocated Neighborhood Enhancement Program funds for Fiscal Year 2012/2013 at a cost not to exceed \$8,000. Fund 352 "Local Option Sales Tax III", Account 210107/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Project will be managed by existing Transportation & Traffic Operations staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Waive existing MSBU/Traffic Calming Policy.

IMPLEMENTATION/COORDINATION:

Escambia County Pricing Agreement will be used.

Attachments

Neighborhood Enhancement Plan

NEIGHBORHOOD ENHANCEMENT PLAN

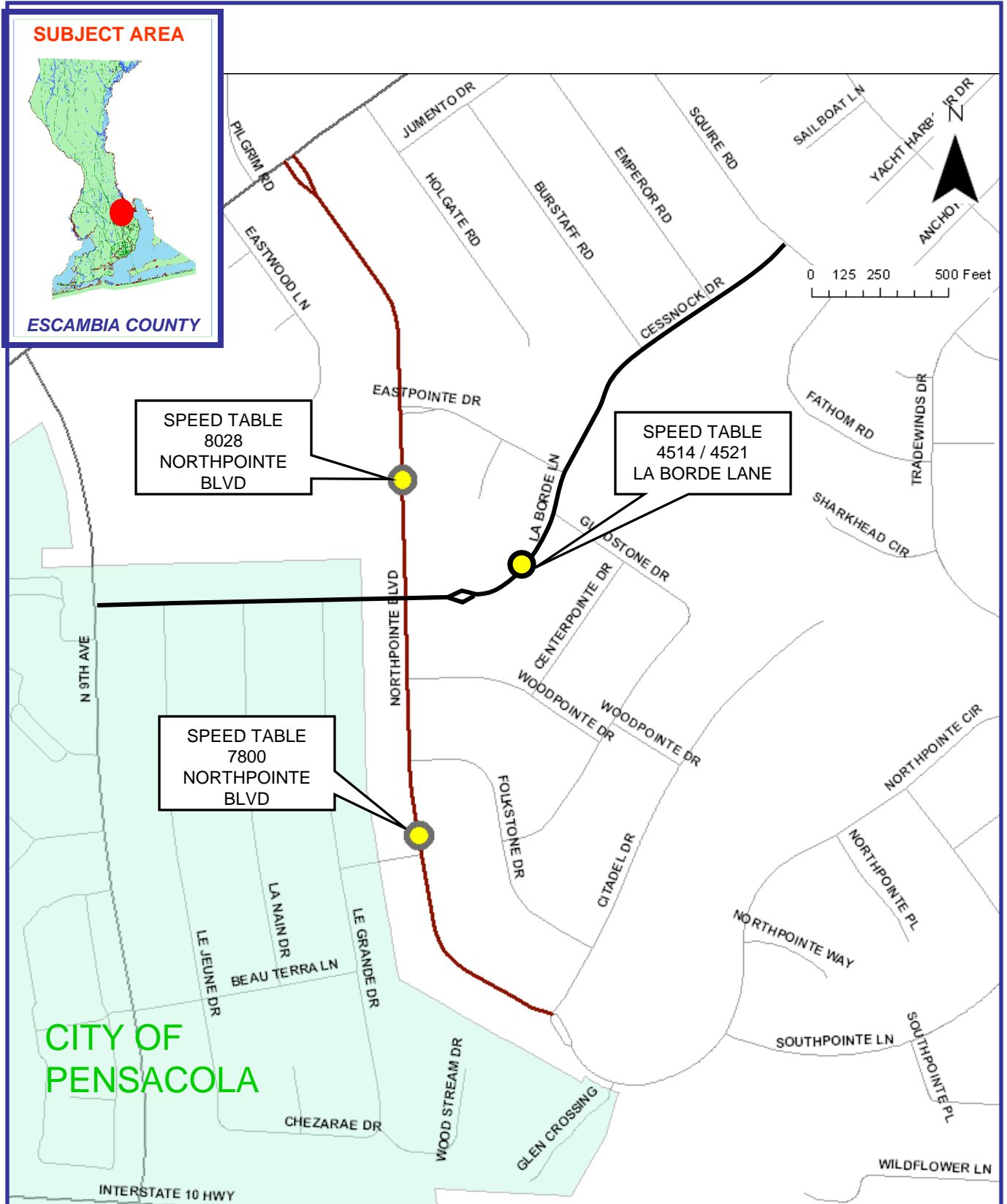
NORTHPOINTE BOULEVARD / LA BORDE LANE

PROPOSED TRAFFIC CALMING DEVICES

SUBJECT AREA



ESCAMBIA COUNTY



CITY OF
PENSACOLA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2637

County Administrator's Report 14. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Speed Reductions - Multiple Roadways

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E.,
Public Works Department Director

That the Board take the following action concerning traffic restrictions – speed reductions:

A. Adopt the Resolution for the reduction in speed from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Hollowbrook Drive, from 1,300 feet east of Guidy Lane to end of road;
2. Quiet Creek Road, from Hollowbrook Drive to Hollowbrook Drive;
3. Stone Meadow Road, from Hollowbrook Drive to end of road;
4. Huntsman Path, from north end of road to south end of road;
5. Huntsman Circle, from Huntsman Path to end of road;
6. Stone Bridge Road, from Huntsman Path to end of road;
7. Creek Bridge Road, from Hollowbrook Drive to end of road;
8. Hound Chase Circle, from Foxrun Road to end of road;
9. Blue Fox Place, from Foxrun Road to end of road;
10. West Club Drive, from Foxrun Road to Burning Tree Road;
11. Foxfire Place, from West Club Drive to end of road;
12. Vixen Place, from West Club Drive to end of road;
13. Foxborough Drive, from Foxrun Road to Vixen Place;
14. Foxrun Circle from Foxrun Road to end of road;
15. Sugar Creek Drive, from 1,380 feet south of Greenbriar Boulevard to Foxrun Rd;
16. Sugar Creek Circle, from Sugar Creek Drive to end of road;
17. Pickwood Drive, from east Nine Mile Road to Candlewood Circle (north);
18. Candlewood Circle, from Pickwood Drive to Pickwood Drive;
19. Coachman Court, from Pickwood Drive to end of road;
20. Hollowbrook Drive, from Guidy Lane to 1,300 feet east of Guidy Lane;
21. Hollowbrook Circle, from Hollowbrook Drive to north end of road;
22. Stillbrook Road, from Guidy Lane to Pickwood Drive;
23. Sugar Creek Drive, from Greenbriar Boulevard to Sugar Creek Circle;
24. Sugar Creek Place, from Sugar Creek Drive to end of road; and
25. Sugar Creek Terrace, from Sugar Creek Drive to end of road and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for sign installations]

BACKGROUND:

The Transportation & Traffic Operations Division received citizen requests to lower the speed limit on these roads. County staff evaluated the condition of the roadways and the requests for lower speed limits are supported by staff based on the number of curves, and the layout and design of the roads.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on May 17, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Map 1

Map 2

Map 3

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON 25 ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners (“Board”) is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following twenty-five roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

- Hollowbrook Drive from 1,300' east of Guidy Lane to end of road
- Quiet Creek Road from Hollowbrook Drive to Hollowbrook Drive
- Stone Meadow Road from Hollowbrook Drive to end of road
- Huntsman Path from north end of road to south end of road
- Huntsman Circle from Huntsman Path to end of road
- Stone Bridge Road from Huntsman Path to end of road
- Creek Bridge Road from Hollowbrook Drive to end of road
- Hound Chase Circle from Foxrun Road to end of road
- Blue Fox Place from Foxrun Road to end of road

West Club Drive from Foxrun Road to Burning Tree Road
Foxfire Place from West Club Drive to end of road
Vixen Place from West Club Drive to end of road
Foxborough Drive from Foxrun Road to Vixen Place
Foxrun Circle from Foxrun Road to end of road
Sugar Creek Drive from 1,380' south of Greenbriar Blvd. to Foxrun Rd
Sugar Creek Circle from Sugar Creek Drive to end of road
Pickwood Drive from E. Nine Mile Road to Candlewood Cir. (north)
Candlewood Circle from Pickwood Drive to Pickwood Drive
Coachman Court from Pickwood Drive to end of road
Hollowbrook Drive from Guidy Lane to 1,300' east of Guidy Lane
Hollowbrook Circle from Hollowbrook Drive to north end of road
Stillbrook Road from Guidy Lane to Pickwood Drive
Sugar Creek Drive from Greenbriar Boulevard to Sugar Creek Circle
Sugar Creek Place from Sugar Creek Drive to end of road
Sugar Creek Terrace from Sugar Creek Drive to end of road

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

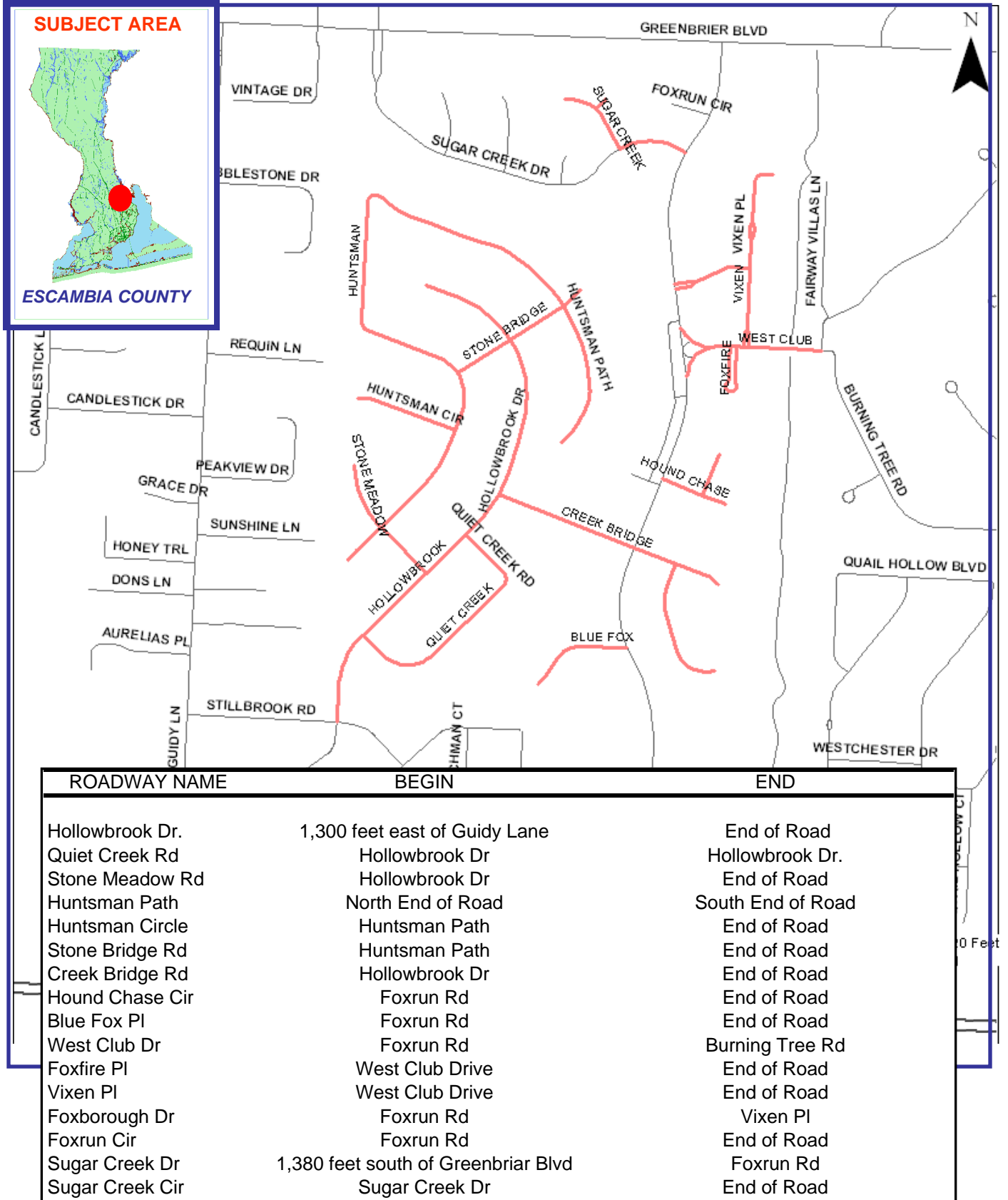
This document approved as to form and legal sufficiency.

By: *Justin Howard*
Title: *ACM*
Date: *5/17/12*

LOCATION MAP

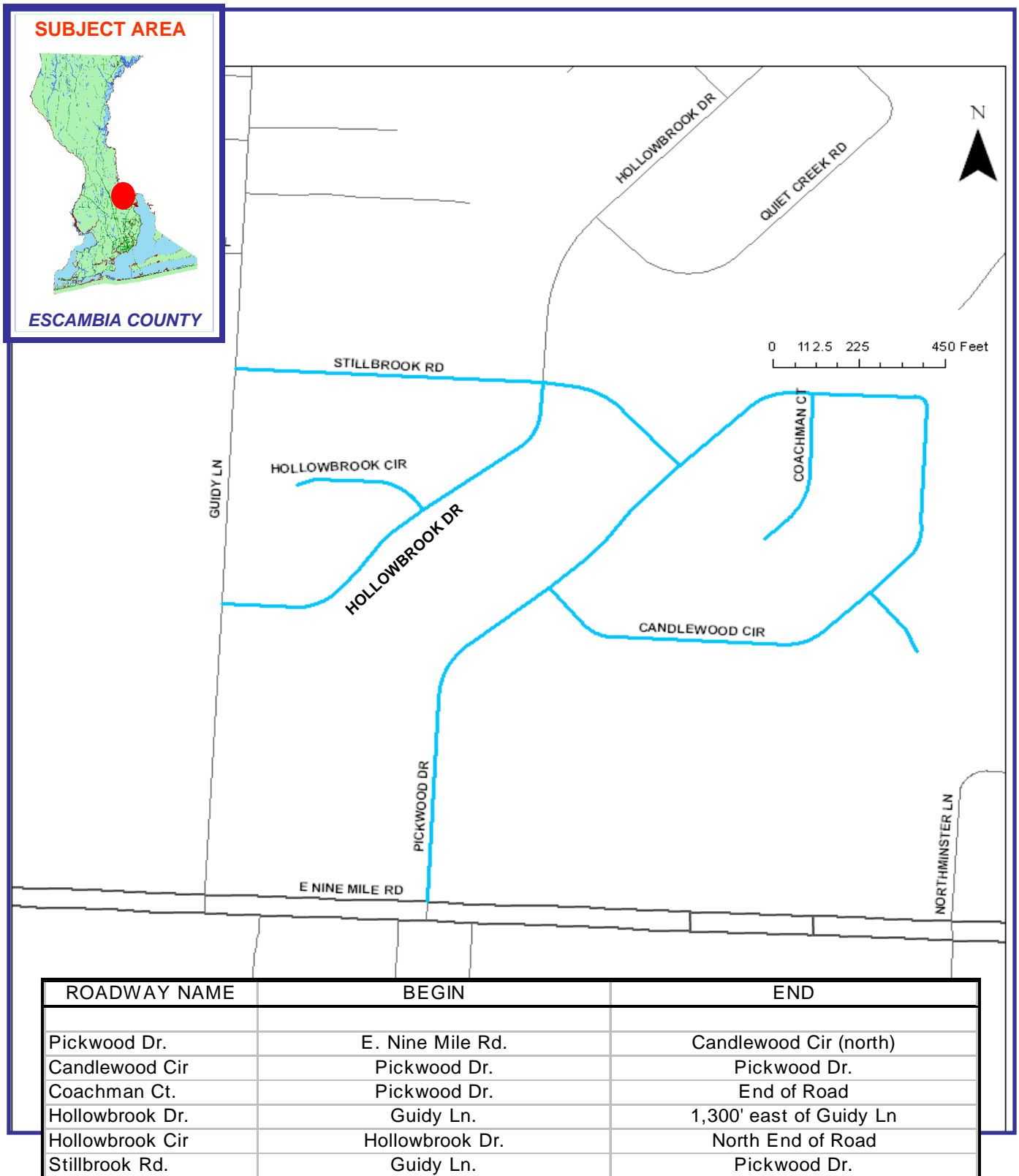
SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

Foxrun Subdivision



LOCATION MAP

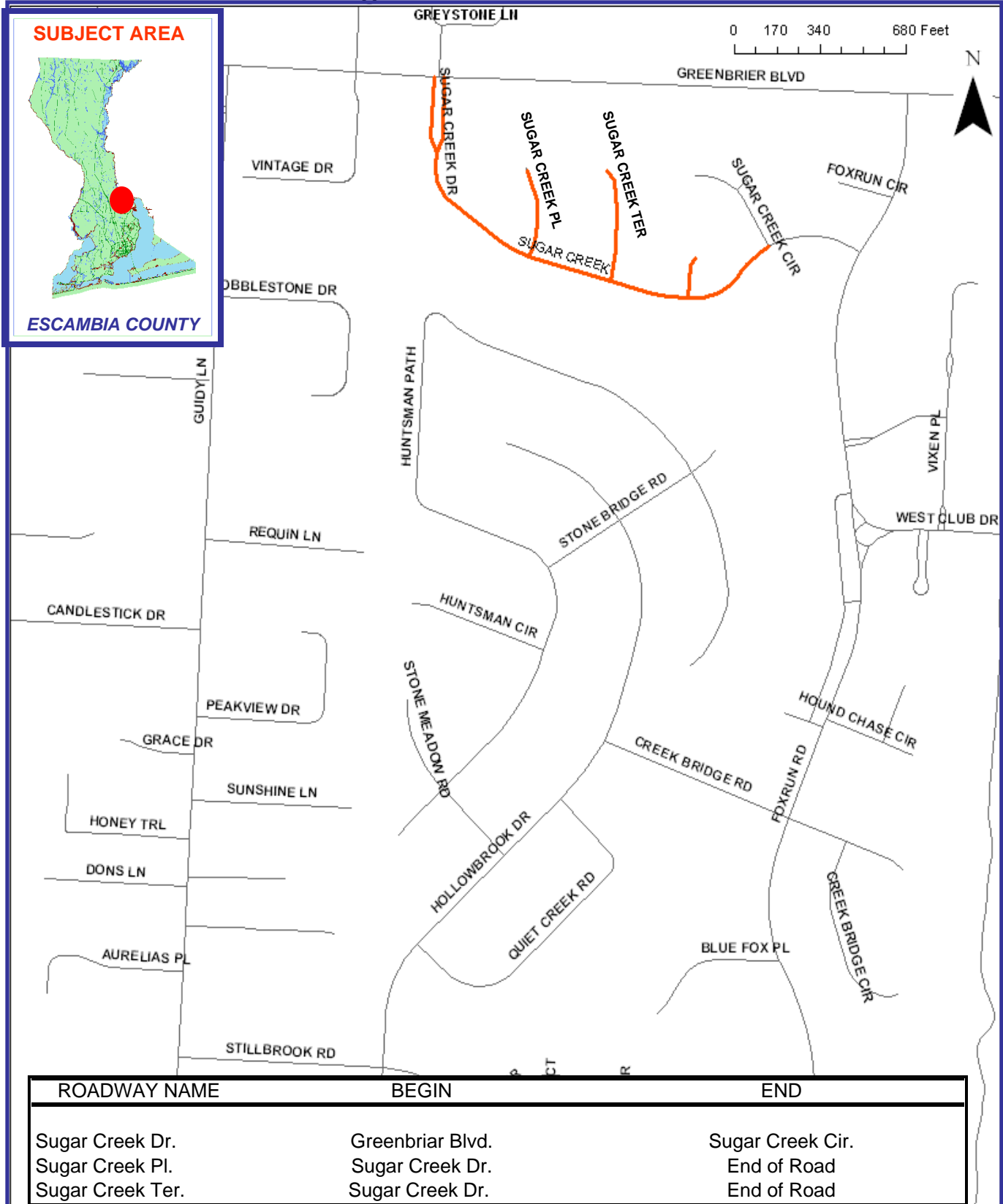
SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH
Carrollwood Subdivision



LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

Sugar Creek Subdivision





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2685

County Administrator's Report 14. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Contract PD 09-10.057 "PD&E Study for SR289 (9th Avenue) from Underwood Avenue to SR742 (Creighton Road)"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 09-10.057 "Project Development and Environmental (PD&E) Study for State Road (SR) 289 (9th Avenue) from Underwood Avenue to SR 742 (Creighton Road) " - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$430,095.00
Vendor:	Baskerville Donovan, Inc.
Project Name:	9th and Langley Avenue
Contract:	Contract PD 09-10.057, "PD&E Study for SR 289 (9th Avenue) from Underwood Avenue to SR 742 (Creighton Road)"
PO No.:	101686
CO No.:	1
Original Award Amount:	\$699,999.45
Cumulative Amount of Change Orders through this CO:	\$430,095.00
New Contract Total:	\$1,130,094.45

Meeting in regular session on August 19, 2010, the Board approved awarding a Task Order Contract, PD 09-10.057, SR 289 (9th Avenue) from Underwood to SR 742 (Creighton Road) Project Development and Environmental (PD&E) Study, per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Baskerville Donovan, Inc., for a lump sum amount of \$699,999.45.

This Change Order will be issued to begin and complete Phase 1 (30% design) of the 9th Avenue-Langley Avenue Intersection Project. The intent of this Change Order is to break out the initial portions of the project from the overall design in order to develop a 30% set of working documents based upon the preferred alternate selected during the PD&E process. Updated construction cost estimate based upon the design information developed in the preliminary will be prepared. In addition, the design firm will assist Escambia County in attempting a Joint Participation Agreement with the City of Pensacola to fund this project. The Contract states if the Consultant's performance is acceptable to the County, then an Engineering Design Services contract will be by a negotiated fee with Escambia County.

[Funding Source: Fund 352 "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project #08EN0534, "9th and Langley"]

BACKGROUND:

Meeting in regular session on August 19, 2010, the Board approved awarding a Task Order Contract, PD 09-10.057, SR289 (Ninth Avenue) from Underwood to SR742 (Creighton Road) PD&E Study, per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Baskerville Donovan, Inc., for a lump sum amount of \$699,999.45.

This Change Order will be issued to begin and complete Phase 1 (30% design) of the 9th Avenue-Langley Avenue Intersection Project. The intent of this change order is to break out the initial portions of the project from the overall design in order to develop a 30% set of working documents based upon the preferred alternate selected during the PD&E process. Updated construction cost estimate based upon the design information developed in the preliminary will be prepared. In addition, the design firm will assist Escambia County in attempting a Joint Participation Agreement with the City of Pensacola to fund this project. The contract states if the Consultant performance is acceptable to the County, then Engineering Design Services contract will be by a negotiate fee with Escambia County.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "Local Option Sales Tax III", Cost Center 210107, Object Code 56301, Project #08EN0534.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing,

Attachments

Change Order 9th 30% Design

PO101686 with Agreement

Board Action 081910

ESCAMBIA COUNTY

9th Avenue-Langley Avenue Intersection Design

SCOPE OF SERVICE -TASK ORDER No. 2A

Baskerville-Donovan, Inc. (BDI) is pleased to submit this proposal to the Escambia County for Engineering Services for a task order to complete the initial Phase 1 (30% design) of the 9th Avenue-Langley Avenue Intersection Project. The intent of this scope is to break out the initial portions of the project from the overall design in order to develop a 30% set of working documents based upon the preferred alternate selected during the PD&E process. BDI will prepare an updated construction cost estimate based upon the design information developed in the preliminary plans. In addition, BDI will assist the County in attempting to develop a joint participation agreement with the City of Pensacola to fund this project. This scope and Task Order No. 2A is an integral sub-set of the overall Task Order No.2 Design Scope and Fee previously provided.

This scope meets the requirements of an FDOT Phase 1 submittal. Initial data collection including survey, utility coordination, preliminary geotechnical investigations and roadway and drainage analysis will be included. The following items will be included in the Phase 1 plan set:

- Key Sheet
- Drainage Map
- Typical Sections
- Project layout
- Roadway Plan-Profile
- Special Profile
- Intersection Layout/Detail
- Cross Sections
- Traffic Control Plans

The work effort required to complete a Phase 1 submittal has been broken out from the overall scope of services and fee schedule and the items listed below reflect the Phase 1 efforts:

• Project General Tasks	\$ 22,778
• Roadway Analysis	\$119,432
• Roadway Plans	\$101,721
• Drainage Analysis	\$ 26,004
• Utilities	\$ 12,250
• Field Survey	\$ 93,660
• Survey Office Support	\$ 4,250
• Geotechnical Phase 1	\$ 30,000
• Meetings –JPA Assistance	<u>\$ 20,000</u>
Total	\$430,095

These tasks and the Phase 1 submittal shall be completed within 210 days of notice to proceed.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 101686

I
 N [CLERK OF THE COURT & COMPTROLLER]
 V [HON. ERNIE LEE MAGAHA]
 O [221 PALAFOX PLACE, SUITE 140]
 I [PENSACOLA, FL 32502-5843]
 C [(850) 595-4841]
 E []

V [021556]
 E [BASKERVILLE-DONOVAN INC]
 N [449 W MAIN STREET]
 D [PENSACOLA FL 32502]
 O []
 R []

S [ENGINEERING]
 H [ENGINEERING DEPARTMENT]
 I [1190 WEST LEONARD ST., SUITE #]
 P [PENSACOLA FL 32501]
 T []
 O [ATTN: ROBIN LAMBERT]

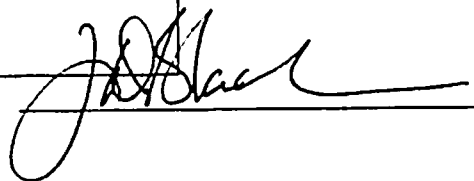
ORDER DATE: 09/02/10	BUYER: PAUL NOBLES	REQ. NO.: 10001722	REQ. DATE: 09/01/10
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CONTACT EUGENE HARRIS AT
--------------------	-------------	---------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER CONTRACT PD 09-10.057 "STATE ROAD 289 (NINTH AVENUE) FROM UNDERWOOD AVENUE TO STATE ROAD 742 (CREIGHTON ROAD) PD&E STUDY" BCC APPROVAL 08/19/2010	699999.4500	699,999.45

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	699,999.45
01	210107 56301	699,999.45	08EN0534	TOTAL \$	699,999.45

APPROVED BY



GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and countersigned by such a representative of the Contractor.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be as determined, unless otherwise provided. Unconditional acceptance and any rejections, in whole or in part, by the Contractor, unless otherwise returned from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided conform to the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS - The Contractor is responsible for the delivery of each quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) from excess quantities will be treated as being delivered for the convenience of the Contractor. The County may return such excess quantities up to \$100 in value without compensating the Contractor. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any material shall not be deemed a waiver with respect to future orders and materials, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is dated to show this information)
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspections and acceptance will be at destination unless otherwise provided. The responsibility of damage in items that are the responsibility of the carrier subject to acceptance by the County. The contract supplier shall be responsible for packing, processing and collecting all damaged items. However, to avoid claims the expedited handling of damaged items, the County will:

1. Record any evidence of visible damage on a copy of the delivering carrier's bill of lading
2. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including where packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have been complied with and shall continue to do so. County numbers from and against any liability of the contractor from Contractors to be to do so.

8. TAXES - Counties are exempt from Federal taxes on participation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties established by statute or common law, or both, the Contractor expressly warrants that all material or services covered hereon shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality, and fit and suitable for the purpose for which purchased, if specified hereon. Manufacturer, or good material and workmanship and free from all present and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County, its HR all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given a copy of the complaint and assistance by the County for the defense of settlement thereof.

11. INSTALLATION - If this order requires the services of Contractor's direct or indirect employees on County's premises such employees or employees of the County shall be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payment and other expenses imposed upon the employer by the Contractor will understand to keep the materials and equipment involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvement for a long term project, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County, or other third party charges in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to third party the details, characteristics or any information on materials made to the exact order of County or use reproductions thereof in any promotional or advertising material County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in whole or in part without consent of the County. Such consent shall not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the supplier, make changes within the general scope of the contract. (a) drawings, designs, specifications, when the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (b) method of packing or packing and (c) place of delivery. If any such changes cause an increase or decrease in the cost of the time required for performance of the contract, whether charges are or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be submitted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, at the discretion that the facts justify such action, may receive and accept any such claim if presented prior to final payment under the contract. Failure to bring to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Final Payment". However, nothing in this clause shall excuse the Contractor from compliance with the contract as changed.

15. SUPPLIES ARE OF DOMESTIC ORIGIN UNLESS INDICATED BY CONTRACT ORDER

16. INVOICING AND PAYMENT - The contractor shall bill upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, and deductions, if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number, an original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing and/or non-payment.

INTEREST PENALTIES - Payment shall be made in accordance with Section 219.731, Florida Statutes, which states the contractor's rights and County's responsibility concerning interest penalties and time for payment of invoices.

17. DISCOUNTS - On any discounts will be computed from date of delivery of the supplies or from the order date if received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review, the Purchasing Manager may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 93-176, September 10, 1955 (18 U.S.C. 4032n(2)) and Executive Order 11255, December 23, 1957.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established contractors or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or to terminate the contract, or to otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight shortages or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such interruption or restriction. At County's option, deliveries so omitted shall be made on future orders to the extent such delivery of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than five times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in this clause shall not be conclusive and the County in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof, in accordance with the Contractor shall be liable for damages, including the excess cost of procuring substitute goods or services, provided that (a) it is determined for any reason that the Contractor was not in default; (b) the Contractor's failure to perform is without his and his subcontractors' fault; and (c) the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination in the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 101), however, payments to an assignee of monies under this contract shall not be made until the said act, as amended, be subject to condition of setoff (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as the contract with those charges the suppliers most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. 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, promotion, or transfer, recruitment and 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 certain public places available to employees and applicants the following notice of nondiscrimination: notice to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. 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 for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement a copy of this contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitment under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and related orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by any rule, regulation, or order of the Secretary of Labor, or as otherwise may be provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including compliance with such regulations, provided, however, that in the event the contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such action by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, sex, age or national origin.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

TASK ORDER - PD 09-10.057

PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY FOR SR298 (NINTH AVENUE) FROM UNDERWOOD AVENUE TO SR742 (CREIGHTON ROAD)

1.0 Authorization

This task order is issued under approval by the Board of County Commissioners, Escambia County, Florida February 19, 2009 and under the terms and conditions of PD 02-03-79, Professional Services as governed by Florida Statutes 287.055, which was approved by the Board of County Commissioners on August 19, 2010.

2.0 Scope

Under this Task Order, the Engineer (Baskerville-Donovan, Inc.) will conduct a Project Development and Environmental (PD&E) Study for proposed alternative routes to alleviate the congestion and safety issues in regards to the State Road (SR) 289, also known as Ninth Avenue, Langley Avenue and Tippin Avenue Intersections. The study area will include the area from Underwood to SR742 (Creighton Road), including the surrounding side street connections for possible alternatives. The specific objective of this study is to prepare a series of reports documenting the requirements for preliminary design, including existing and predicted conditions, typical sections, environmental impacts, preparation of Type II Categorical Exclusions and costs of the alternatives. The Engineer will consider all viable alternatives/alignments and take into consideration the previously completed Conceptual Intersection Study. See attached Scope of Services and Design Report.

3.0 Schedule

The work authorized herein shall be completed within four years (1460 calendar days) or to completion from the issuance of the Notice to Proceed, and as specified in the scope of services.

4.0 Compensation

This Task Order is issued for a lump sum amount of \$699,999.45. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:
Escambia County, Florida

9/11/10
Date

Accepted by:
Baskerville-Donovan, Inc.

9/11/2010
Date

**SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES**

Financial Project ID: **TBD**
Work Program Item No.: **N/A**
Federal Aid Project No.: **N/A**
County Section No.: **48003000**
Description: **SR 289 (Ninth Avenue) from Underwood Avenue to SR
742 (Creighton Road)
Escambia County, Florida**
Bridge No.: **N/A**

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**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES**

This Exhibit forms an integral part of the agreement between the Escambia County Board of County Commissioners (hereinafter referred to as the COUNTY) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project Number: **TBD**

Federal Aid Project No.: **N/A**

County Section No.: **48003000**

Description: **SR 289(Ninth Avenue) from West of SR 742 (Creighton Road) to East of Underwood Avenue
Escambia County, Florida**

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Florida Department of Transportation (hereinafter referred to as the FDOT) procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

The Project Development Process shall follow the FDOT'S publication titled "*Project Development and Environment Manual*", published 02/02/07 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the FDOT's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore comply with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and additionally which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

The COUNTY will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility. This document covers Phase I of this PD&E.

If the Consultant performance is acceptable to the COUNTY, then Phase II – Engineering Design Services contract will be by a negotiate fee with Escambia County.

STUDY OBJECTIVE

The CONSULTANT is to conduct a PD&E study for proposed alternative routes to alleviate the congestion and safety issues in regards to the State Road (SR) 289, also known as Ninth Avenue, Langley Avenue and Tippin Avenue intersections. The study area will include the area from Underwood Avenue to SR 742 (Creighton Road), including the surrounding side street connections for possible alternatives. The specific objective of this study is to prepare a series of reports documenting the requirements for preliminary design, including existing and predicted conditions, typical sections, environmental impacts, preparation of Type II Categorical Exclusion, and costs of the alternatives. The CONSULTANT shall consider all viable alternatives/alignments and take into consideration the previously completed Conceptual Intersection Study.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable COUNTY and FDOT Manuals and Guidelines. The FDOT'S Manuals and Guidelines incorporate, by requirement or reference, all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- All issuances and related COUNTY Policies and Directives governing the implementation of all Federal and State regulations
- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes and Technical Advisories
- Project Development and Environment Manual
- ETDM Planning and Programming Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Plans Preparation Manual

- Interchange Handbook (525-030-160)
- Design Standards (625-010-003)
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook) (625-000-015)
- Guide for the Design of Bicycle Facilities (AASHTO)
- Florida Pedestrian Facilities Planning & Design Handbook
- Right-of-Way Mapping Handbook (550-030-015)
- Right-of-Way Procedures Manual (575-000-000)
- Location Survey Manual (550-030-101)
- Drainage Manual
- FDOT's Stormwater Facilities Handbook
- Structures Design Guidelines (625-020-154)
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- FDOT Quality/Level of Service Standards Handbook Software & Tables
- K-Factor Estimation Process
- Project Traffic Forecasting Procedure (525-030-120)
- FDOT Highway Landscape Guide
- Basis of Estimates Manual

Project Manager

The COUNTY will designate a Project Manager who shall be the representative of the COUNTY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the COUNTY.

Liaison Office

The FDOT will designate a Liaison Officer who shall be the representative of the FDOT.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the COUNTY.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY AND FDOT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the COUNTY for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Public Involvement:</u>	<u>Copies:</u>
Public Involvement Plan	5
Public Hearing Transcript	5
<u>Engineering Items:</u>	<u>Copies:</u>
Corridor Report	5
Design Traffic Technical Memorandum	5
First Draft Project Development Summary Report	5
Second Draft Project Development Summary Report	5
Final Project Development Summary Report (Signed and Sealed)	5
Access Management Report	5
Location Hydraulics Report	5
Drainage/Pond Siting Report	5
Conceptual Design Roadway Plan Set	5
Typical Section Package	5
Design Variations and Exceptions Package (If needed)	5
<u>Environmental Items:</u>	<u>Copies:</u>

Class of Action Determination	5
Type II Categorical Exclusion	5
Section 4(f) Evaluation (If applicable)	5
Noise Study Report	5
Air Quality Report	5
Contamination Screening Evaluation Report	5
Conceptual Stage Relocation Plan	5
Endangered Species Biological Assessment	5
Wetlands Evaluation Report (utilize UMAM)	5
Cultural Resource Assessment Survey Report	5

Upon completion of the study, the CONSULTANT shall deliver to the County, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The FDOT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the *FDOT CADD Manual*. The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the *FDOT Plans Preparation Manual*.

All computer disks shall be scanned for viruses prior to submitting to the COUNTY.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

The CONSULTANT is to coordinate with any agencies and/or entities that require further coordination through the ETDM Process.

Optional Services

At the COUNTY'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the terms detailed in Section 5.0, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement for the additional services shall be executed in accordance with COUNTY guidelines.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested persons, groups, and government organizations regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in *Part 1, Chapter 11, and Part 2, Chapter 9 of the PD&E Manual, the FDOT Public Involvement Handbook*. The CONSULTANT will be responsible for inputting data into the FDOT's Efficient Transportation Decision Making (ETDM) program and monitoring comments received.

The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement materials (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program

The CONSULTANT will prepare the Public Involvement Program following the Notice to Proceed. The program must be consistent with Part 1 Chapter 11 of the PD&E Manual for approval by the COUNTY. The program must be in written form and incorporated into the project file. The program will include identification of the audiences, outreach activities, a comment protocol to handle and track feedback, and a public involvement evaluation process to ensure the effectiveness of the public involvement techniques being utilized. The program will be updated and amended throughout the project duration as needed.

1.2 Public Involvement Data Collection

In addition to public involvement data collection (mailing list, news/stories), the CONSULTANT shall assist the COUNTY in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice of Intent

N/A

1.4 Advance Notification

The CONSULTANT will be responsible for inputting necessary information into ETDM.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the COUNTY to hold or participate in various public meetings, which may include but not limited to:

- Scoping Meetings
- TPO Meetings: The CONSULTANT shall present to the TPO prior to each public meeting.

- Public Kick-off Meeting
- Consensus-Building Workshop (CBW): The CONSULTANT will actively engage the general public to receive their concerns and obtain their input on project issues from the very beginning of the project. The CONSULTANT will solicit all project corridor residents and business interests for participation in a CBW, which will be held to explain the conceptual improvement options, and define potential benefits, impacts and costs. The CONSULTANT will serve as facilitators at the CBW. CBW attendees will be requested express their preferences and collectively arrive at consensus to rank the options. The CBW will be documented and will serve as advisory guidance in the PD&E Study.
- Alternatives Public Meeting: The purpose of this meeting is to present to the public the results of the study to date and obtain comments on the alternatives. It is possible that additional alternatives will be suggested by citizen involvement. These meetings will be advertised and conducted by the CONSULTANT as an Information Meeting. The CONSULTANT will prepare all necessary displays, maps, script, etc. The CONSULTANT will actively participate in all portions of the presentation. Any press release or advertisements will indicate the meetings are a COUNTY activity.
- Up to two (2) media informational meetings (prior to elected official meetings)

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation
- Handouts
- Graphics for presentation. The CONSULTANT will prepare displays for use during the meeting. These will include typical sections, aerials, before/after renderings, charts, graphs, and visual imaging as needed. A summary handout package including project information and other pertinent information will be provided by the CONSULTANT. All graphics will be reviewed and approved by the COUNTY 2 weeks prior to the meetings.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. The CONSULTANT will pay the cost of publishing.
- Notification will be made to elected and appointed officials by personal letter. This letter shall be prepared by the CONSULTANT for the County's signature and shall be mailed by the CONSULTANT no less than 15 days before the meetings. Letters shall be on COUNTY letterhead. The CONSULTANT will pay the cost of first class postage.

- Property owners and other interested parties shall receive an announcement prepared by the CONSULTANT and approved by the COUNTY no less than 10 days before the meetings to all property owners/business operators for whose property or business lies in whole or in part within 300 feet of the centerline of the project. The CONSULTANT will pay the cost of first class postage.
- News releases will be prepared by the CONSULTANT and shall be published during the week of the Public Information meeting. Two (2) newspaper display advertisements no less than 4" x 6" with graphic will be published in the local section, the first shall be two weeks in advance of the workshop, and the second will be the day before the workshop date. This shall be developed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall pay for the ads.
- Summary notes of meetings to be provided to the COUNTY's Project Manager no later than 14 days after the meeting.
- The meeting format and length will be decided upon and developed in a joint meeting between the CONSULTANT and the COUNTY one month prior to the meeting. Currently, the preferred COUNTY policy is a formal style meeting.
- Briefing of the COUNTY staff by the CONSULTANT (who will be on hand during the meeting) will be done twice per meeting. The first time is to be at least seven days prior to the meeting and the second time will be just before the meeting to make sure the staff is up to date on the project and understands the study well enough to discuss it with the public and to answer questions.
- Conducting the workshop will take knowledgeable CONSULTANT staff and will require enough staff members to handle the crowd anticipated for the meeting. The CONSULTANT staff shall be available for some time before and after the meeting in order to maintain public contact, etc.
- The CONSULTANT shall also provide office support personnel to ensure attendees register (CONSULTANT must provide a sign-in sheet with space available for the person's name, address, and telephone number).
- The CONSULTANT shall provide self-addressed comment forms to allow attendees to provide written comments within 10 days after the Public Meeting. The Engineer of Record (EOR) shall be listed as the contact for all comments.
- If issues are identified at the workshop, their significance will be determined by the CONSULTANT and the COUNTY; i.e., are the issues valid enough for further consideration or do they have elements which may require further consideration.

- Addressing the issues and responding to them is also an integral part of the workshop process. This is to be accomplished by the CONSULTANT. The COUNTY shall review and approve all response letters prior to mailing. Elected Public Officials require a 48 hour response time.
- Briefing and debriefing of County staff.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. Consideration shall be given to capacity, lighting, and other physical characteristics that may influence the selection of the site. The site shall meet ADA standards. The CONSULTANT shall ensure that Title VI requirements are met.

Room size will be based on the number of mail outs. The proposed meeting site shall be presented to the COUNTY for approval prior to the CONSULTANT negotiating use of the site.

The CONSULTANT will pay all costs for meeting site rental and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager.

It is estimated for this project there will be seven (7) Public meetings during the study including two (2) meetings for TPO coordination, two (2) Public Information Meetings, two (2) Escambia County Board of County Commissioners meetings, and one (1) Committee of the Whole meeting.

1.6 Other (Unscheduled) Public and Agency Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in other meetings with the public, elected officials, special interest groups or public agencies. The CONSULTANT'S participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be two (2) meetings during the study.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters: The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

Property owner letters: The CONSULTANT will provide a list of the names and addresses of the property owners from county tax rolls in a format specified by the COUNTY. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

It is anticipated for this project that there will be one (1) Public Hearing during the study.

- A draft Public Hearing Notice for publication in the Florida Administrative Weekly per PD&E Manual, Chapter 11, Section 11-2.9.3.1.
- All elements of the multi-media presentation including a script for a formal tape-recorded presentation, including synchronization with 35 mm color slides.
- Camera-ready graphics or the 35 mm color slides.
- Graphics.
- Displays of plans and report(s) for the public display to the public for 35 days prior to the hearing.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter.
- Briefing and debriefing of County staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any other comments received by the COUNTY as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the COUNTY'S use. The CONSULTANT will also prepare a Public Hearing Summary attached to the Public Hearing Transcript.

1.8 Location and Design Concept Acceptance (LDCA)

For LDCA, the CONSULTANT shall prepare a quarter-page legal display advertisement to be published in the area newspaper having the largest daily circulation (the same newspaper the Public Hearing was advertised in). The notice is published and paid for by the CONSULTANT. The COUNTY shall review and approve prior to the publication.

The CONSULTANT will adhere to all state and federal requirements for publication.

1.9 Special Public Involvement Requirements

In addition to section 1.7, the CONSULTANT shall collect the following data for public involvement:

- Media in the project area should be identified and placed on the mailing list to be used for news, advertisements, etc.

- The mailing list of officials and interested parties shall also include any person or institution expressing an interest in the project.
- Mailing list preparation. This process involves the identification of any affected, possibly affected and interested parties early in the study process.
- Elected and appointed officials in the area (city, state, county) and community leaders should be identified and placed on the mailing list of officials and interested parties.
- Possible permit and review agencies should be identified and placed on the mailing list of officials and interested parties.
- Other special Public Involvement requirements include preparing up to four (4) project newsletters, developing 3-D graphic renderings for public meetings and preparing a summary of public involvement activities (Comments and Coordination Report).

1.10 Quality Control

The CONSULTANT shall ensure that all work products conform to FDOT and Escambia County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method of process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who will perform the reviews, and the method of documentation.

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in *Part 1, Chapter 4 of the PD&E Manual* and the following sections.

Data Collection

Upon notice to proceed, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.2 Aerial Photography

Use Aerial Photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The COUNTY will furnish the necessary aerial photography for use in the study at a 1"=100' scale accuracy. The aerial photography will be provided as rasterized imagery.

2.3 Survey Coordination

Land surveying and targeting services to provide adequate control for the aerial photography is not required for this project. Any other required survey services will be the responsibility of the CONSULTANT.

2.4 Existing Roadway Characteristics

The CONSULTANT shall be responsible to procure the entire engineering data list in Part 1, Chapter 4 of the PD&E Manual and other necessary data to conduct a PD&E Study and prepare a Project Development Summary Report (PDSR) as described in the ETDM Manual. The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics such as project files, contract documents, right-of-way maps, straight line diagrams, Roadway Characteristics Inventory, and drainage maps.. CADD database information shall be compatible for use on aerial photography used for Public hearing displays, Corridor Base Maps, and Conceptual Design Plans.

2.5 Existing Structure Characteristics

N/A.

2.6 Traffic Data

The COUNTY will furnish the following initial traffic data:

Current corridor traffic counts and available turning movement counts from the Conceptual Intersection Improvement report.

After consultation with FDOT and the COUNTY, the CONSULTANT shall obtain the remaining necessary initial traffic data:

- 20 year Design Corridor System Traffic with K, D & T Factors.
- Volume of trucks (medium and heavy), and buses for existing, opening, interim years and design year
- LOS "C" traffic volumes at anticipated posted speed if Level of Service D, E or F is anticipated during the life of the project (for noise study)

The CONSULTANT will analyze the traffic projections provided initially by the COUNTY, and report to the Project Manager concerning apparent inconsistencies. The CONSULTANT will provide the Project Manager with support and advice in procuring acceptable revised Traffic Projections.

The CONSULTANT will furnish 24-hour traffic machine counts (approach volumes at 15-minute increments) at all signalized and unsignalized major intersections along SR 290 and other locations as necessary to evaluate the alternative corridors.

Based on an analysis of the 24-hour traffic machine counts and evaluation of current and future development trends (traffic generators) the CONSULTANT will then perform 8-hour manual vehicle turning movement counts (7:00 – 11:00 a.m. and 2:00 – 6:00 p.m.) at those intersections where required.

2.7 Crash Data

The CONSULTANT shall obtain available data from FDOT'S Database and local sources for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.8 Existing Signage Inventory

N/A

2.9 Utilities & Railroads

The CONSULTANT shall obtain information in accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study, and if applicable, County Cost Feasible and Needs Plans
- Local Comprehensive Plans; city and county
- Transit; rail, bus, other
- Non-motorized modes, including bikeways and pedestrian walkways

2.11 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Natural Resource Conservation Service (formerly Soil Conservation Service) Maps and summarize the findings.

2.12 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

Needs

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.13 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.14 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.15 Purpose and Need Statement

The CONSULTANT shall update and verify the purpose and need for the project from the ETDM Programming Summary Report as outlined in **Part 2, Chapter 5 of the PD&E Manual**.

Design Analysis

Utilizing the data collected as part of this Scope of Services, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider context sensitive solutions.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

2.16 Corridor Analysis

N/A

2.17 Traffic Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections, and intersection design. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, ten years and twenty years from opening the new facility. The CONSULTANT shall develop and analyze the traffic data for each viable corridor and design alternative, as appropriate.

Traffic Operational Analysis

The CONSULTANT shall also perform the following activities in connection with the Design year; twenty (20) years post construction traffic.

Capacity analyses at appropriate locations.

Design Traffic Memo

After selection of viable corridor(s), the CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document the methodology used in developing the traffic demand and multi-modal splits, if applicable. The memorandum shall also identify the design traffic volumes for each corridor alternate, which may include combinations with other modes of transportation.

The CONSULTANT will use the results of the traffic data collection activities described in section 2.6 of this scope of services, and the initial traffic data furnished by the COUNTY.

After FDOT approval of the Design Traffic Technical Memorandum, those traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts which depend on traffic inputs (i.e. noise impacts and air quality assessments).

The Design Traffic Memo will also include the traffic operational analysis of the alternatives. The design traffic will be prepared in accordance with the Project Traffic Forecasting Procedure (# 525-030-120).

2.18 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include the County and FDOT's standard typical sections, and any typical sections that may result in minimizing right of way, and incorporating context sensitive solutions.

2.19 Roadway Design Alternatives

The CONSULTANT shall develop Roadway Design Alternatives, as outlined in Part 1, Chapter 4 of the PD&E Manual, which consist of alternative roadway alignments within the selected corridor(s) identified in the PHASE 1 Corridor Studies. This work includes determining the location of each alignment alternative's centerline, edge of pavement, and right-of-way requirements and will show the lengths and locations of structures along each alignment alternative and, where intersections need realignment, the general configuration for that realignment.

For each Design Alternative, the CONSULTANT shall determine:

- Horizontal and vertical alignment
- Typical Section
- Preliminary right-of-way costs
- Preliminary drainage to the extent of identifying required outfalls
- Traffic data
- Geometric concepts
- Existing and proposed utility location to the extent they affect the decision process
- Soils data
- Extent of improvement of all intersecting roads
- Acreage involved
- Location of detention/retention basins as may be required

- Locations of noise barriers, if applicable.
- Other such design features as may be pertinent

2.20 Prepare Alternative Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include the proposed and existing right-of-way lines, proposed concepts for roadway and intersection improvements, potential ponds and surrounding topography. Major intersections shall be analyzed to assess capacity needs and lane arrangements and identify right-of-way requirements.

2.21 Drainage and Floodplain Analysis

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments.

2.22 Structures

N/A

2.23 Access Management

The CONSULTANT shall review the FDOT's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the Districts' Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process. If an Access Management Classification/Reclassification Public Hearing is required, it will be combined with another public meeting.

2.24 Multi-modal Accommodatons

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This task only includes existing and planned multi-modal facilities.

2.25 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost estimate will be included in the cost estimate for that alternative.

2.26 Geotechnical Coordination

N/A

2.27 Intelligent Transportation Systems

N/A

2.28 Utilities and Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads.

2.29 Other Engineering Services

N/A

Comparative Analysis of Alternatives

The County will determine which viable alternative(s) to further evaluate through the public involvement process and environmental analysis. The possibility exists that the No-Build alternative may be selected at this point.

2.30 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the COUNTY for consideration.

2.31 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.32 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

2.33 Identify Construction Segments

The CONSULTANT shall provide a recommended plan for project implementation to include the proposed construction staging, segments, financing and sequencing of plans.

2.34 Value Engineering

N/A

2.35 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates and updates for design alternatives. The cost estimates are to be developed using the FDOT's long range estimating (LRE) program.

2.36 Right Of Way Cost Estimates

The CONSULTANT shall develop a right-of-way cost estimate for the design alternatives.

2.37 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Plans Preparation Manual (excluding pavement design).

2.38 Design Exceptions and Variations:

The CONSULTANT will identify and prepare any exception and/or variations package(s) for approval in accordance with the FDOT's Plan Preparation Manual.

2.39 Project Development Summary Report (PDSR)

The CONSULTANT will prepare a Project Development Summary Report as per Part 1, Chapter 4 of the PD&E Manual. The PDSR shall include documentation on the development of all alternatives studied during the PD&E Study process.

2.40 Quality Control

See section 1.10 of this document.

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following references.

The CONSULTANT shall utilize the Programming Summary Report and graphical information from the Environmental Screening Tool (EST) available at <http://www.dot.state.fl.us/emo>, or other appropriate database. Data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The level of effort for the following work activities shall be commensurate with the level of impact identified in the final Programming Summary Report. If the Summary Degree Of Effect from the Final Programming Summary Report is "No Involvement", or "None", for an activity, the activity will be marked N/A in the Scope of Services.

Sociocultural Effects

The CONSULTANT shall collect data regarding the following Sociocultural issues. Pertinent data shall be collected, analyzed and summarized in the appropriate section of the Project Development Summary Report (PDSR). Pertinent data shall also be displayed on the base map, as applicable. These issues shall be analyzed in accordance with Part 2, Chapter 9 of the PD&E Manual and the Sociocultural Effects Evaluation Handbook (available at <http://www.dot.state.fl.us/emo>).

3.1 Land Use Changes

In accordance with Part 2, Chapter 9 of the PD&E Manual.

3.2 Social

In accordance with Part 2 Chapter 9 of the PD&E Manual.

The CONSULTANT shall collect the data, complete the Community Characteristics Inventory (CCI), and perform the analysis necessary to determine Title VI/VII involvement, evaluate community cohesions, and community services.

3.3 Economic

In accordance with Part 2, Chapter 9 of the PD&E Manual.

3.4 Mobility

In accordance with Part 2, Chapter 9 of the PD&E Manual.

3.5 Aesthetics

In accordance with Part 2, Chapter 9 of the PD&E Manual.

3.6 Relocation Potential

The CONSULTANT shall collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the preferred alternative..

Cultural Resources

3.7 Archaeological and Historic Resources

In accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Section 4(f)

In accordance with Part 2, Chapter 13 of the PD&E Manual, if applicable.

Natural Resources

3.9 Wetlands and Essential Fish Habitat

In accordance with Part 2, Chapters 11 and 18 of the PD&E Manual. This includes a Conceptual Mitigation Plan, if applicable.

3.10 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.11 Special Designations

In accordance with Part 2, Chapters 19, 21, 23, and 26 of the PD&E Manual, respectively.

3.12 Wildlife And Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT shall identify permit conditions and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.14 Farmlands

N/A

Physical

3.15 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual.

3.16 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.17 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.18 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all viable alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the COUNTY and FDOT prior to producing final reports and documents.

3.19 Class of Action Determination

A Type 2 Categorical Exclusion is the expected level of environmental documentation required for this project. The CONSULTANT will complete the Environmental Determination Form to document the Categorical Exclusion as described in Part 1, Chapter 5, of the PD&E Manual.

3.20 Environmental Assessment

In accordance with Part 1, Chapter 6 of the PD&E Manual, not anticipated.

3.21 Finding Of No Significant Impact

In accordance with Part 1, Chapter 7 of the PD&E Manual, not anticipated

3.22 Draft Environmental Impact Statement

N/A

3.23 Final Environmental Impact Statement

N/A

3.24 Quality Control

See section 1.10 of this document.

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the COUNTY in a format as prescribed by the COUNTY and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the COUNTY.

4.2 Project Management Meetings And Coordination

The CONSULTANT shall meet with the COUNTY as needed throughout the life of the project. It is anticipated that one (1) meeting per month will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the County.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted to the COUNTY in a format prescribed by the COUNTY. The COUNTY 'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE COUNTY

The COUNTY will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Process Advance Notification and all environmental and engineering documents including the Permit Coordination Package.
- Existing FDOT and COUNTY right-of-way maps.
- The FDOT will permit the CONSULTANT to utilize the FDOT'S computer facilities upon proper authorization as described in the FDOT Procedure No. 325-060-401.

- The COUNTY and FDOT will provide available crash data.

WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 299 (North Avenue) from Underwood Avenue to SR 742 (Corryhouse Road) POAE Study
 County: Eximble
 FPN: PD-10-037
 FAP No.: N/A

Consult. Name: Baskerville-Dunovant, Inc.
 Contract No. 21604.01
 Date: 7/20/2010
 Estimator: B. Lee

Staff Classification	Total Staff Hours From "M Summary"	Principal	Project Manager	Sr. Engineer/Sr. Planner	Drafting/Highway Engineer (P.E.)	Drafting/Highway Engineer (E.L.)	Sr. CAD Technician	Field Representative	Checklist	Staff Classification			SII By Activity	Salary Cost By Activity	Average Rate Per Hour
										10	11	12			
Public Involvement	376	6	52	161	115	115	115	0	12	0	0	3%	\$122.86		
Engineering Analysis & Report	2,408	31	64	481	629	315	426	160	42	0	0	2,099	\$11.00		
Environmental Analysis & Reports	483	5	19	209	146	49	49	0	16	0	0	487	\$117.27		
Miscellaneous	366	4	26	277	29	0	0	0	34	0	0	396	\$124.27		
Total Staff Hours	3,535	16	101	1,136	940	479	584	160	123	0	0	3,318	\$47,809.33		
Total Staff Cost		\$7,101.00	\$12,832.00	\$146,620.00	\$112,400.00	\$4,200.35	\$43,099.20	\$1,292.50	\$7,068.00	\$0.00	\$0.00	\$0.00	\$47,809.33	\$125.75	

Survey Field Days by Subcontractor
 4 - Person Crew

SALARY RELATED COSTS:

OVERHEAD: 0.11%
 OPERATING MARGIN: 0.14%
 FCM (Facilities Capital Cost Money): 0.07%
 EXPENSES: 5.678%
 SALARY RELATED SUBTOTAL: \$472,794.67
 Survey (Field - if by Prime): 0.00 4-man crew days * 5 / day
 SUBTOTAL - PRIME: \$472,794.67
 Subcontractor: American Consulting Engineers, Inc.
 Subcontractor: Neff-Schaeffer, Inc.
 Subcontractor: Engineering & Planning Resources (EPR)
 Subcontractor: Historical and Archeological (Abner)
 Subcontractor: R/W and Appraisal Services (Abner)
 Subcontractor: Geotechnical (N/A per scope)
 Subcontractor: Survey (N/A per scope)
 Subcontractor: Sub 8
 Subcontractor: Sub 9
 Subcontractor: Sub 10
 Subcontractor: Sub 11
 Subcontractor: Sub 12
 SUBTOTAL ESTIMATED FEE: \$699,899.25
 Optional Services \$0.00
 GRAND TOTAL ESTIMATED FEE: \$699,899.25

- Notes:
- This sheet to be used by Prime Consultant to calculate the Grand Total Fee.
 - Manually enter fee from each subcontractor. Unused subcontractor items may be hidden.
 - Hourly rates are based upon an Overhead Rate of 16%, Facilities Capital Cost of Money, 1.5% and Profitability Maximum of 12%.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. PD&E Study – SR 289

1753

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), taking the following action concerning Task Order Contract, PD 09-10.057, SR 289 (Ninth Avenue) from Underwood Avenue to SR 742 (Creighton Road) Project Development and Environmental (PD&E) Study (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 08EN0534):

A. Approving the following Selection/Negotiation Committee Ranking:

- (1) Baskerville-Donovan, Inc.
- (2) Hatch Mott MacDonald Florida, LLC
- (3) Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying

B. Awarding Task Order Contract, PD 09-10.057, SR 289 (Ninth Avenue) from Underwood Avenue to SR 742 (Creighton Road) Project Development and Environmental (PD&E) Study, per the terms and conditions of Contract PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of \$699,999.45.

VICE CHAIRMAN WHITE RELINQUISHED THE CHAIR TO COMMISSIONER ROBINSON

17. ECAT Bus Wash

1754

Motion made by Commissioner Robertson, seconded by Commissioner White, and carried unanimously, awarding a Contract to NS Corporation for the Escambia County Area Transit (ECAT) Bus Wash, PD 09-10.052, in the amount of \$232,067; the Bus Wash System is to replace the unsafe and non-useable existing system at the ECAT property; it provides for an automated, hands-free way of washing the buses and trolleys assigned to ECAT (Funding: Fund 320, FTA [*Federal Transit Administration*] Capital Project, Cost Center 220211, Object Code 56301).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2733

County Administrator's Report 14. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: County's Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements for County Road 297A Right-of-Way and Drainage Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements on County Road 297A – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of donated property for road rights-of-way and drainage improvements on or adjacent to County Road 297A:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the donation and/or dedication of road rights-of-way and easements located on or adjacent to County Road 297A, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage improvements, and the County benefits from the acquisition of this property because it will facilitate the construction of road rights-of-way and drainage improvements for the safety of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Deeds and/or Easements, subject to Legal review and sign-off, as of the day of delivery of the Deeds and/or Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County has a project in design to make drainage and right-of-way improvements on or adjacent to County Road 297A. Due to limited right-of-way, the donation of rights-of-way and/or easements are needed for the completion of paving and drainage projects. Board approval is required to authorize Staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the drainage and right-of-way improvements.

BACKGROUND:

The County has a project in design to make drainage and right-of-way improvements on or adjacent to County Road 297A. Due to limited right-of-way, the donation of rights-of-way and/or easements are needed for the completion of paving and drainage projects. Board approval is required to authorize Staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the drainage and right-of-way improvements.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed and Easement forms 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 accept the deeds and/or easements, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

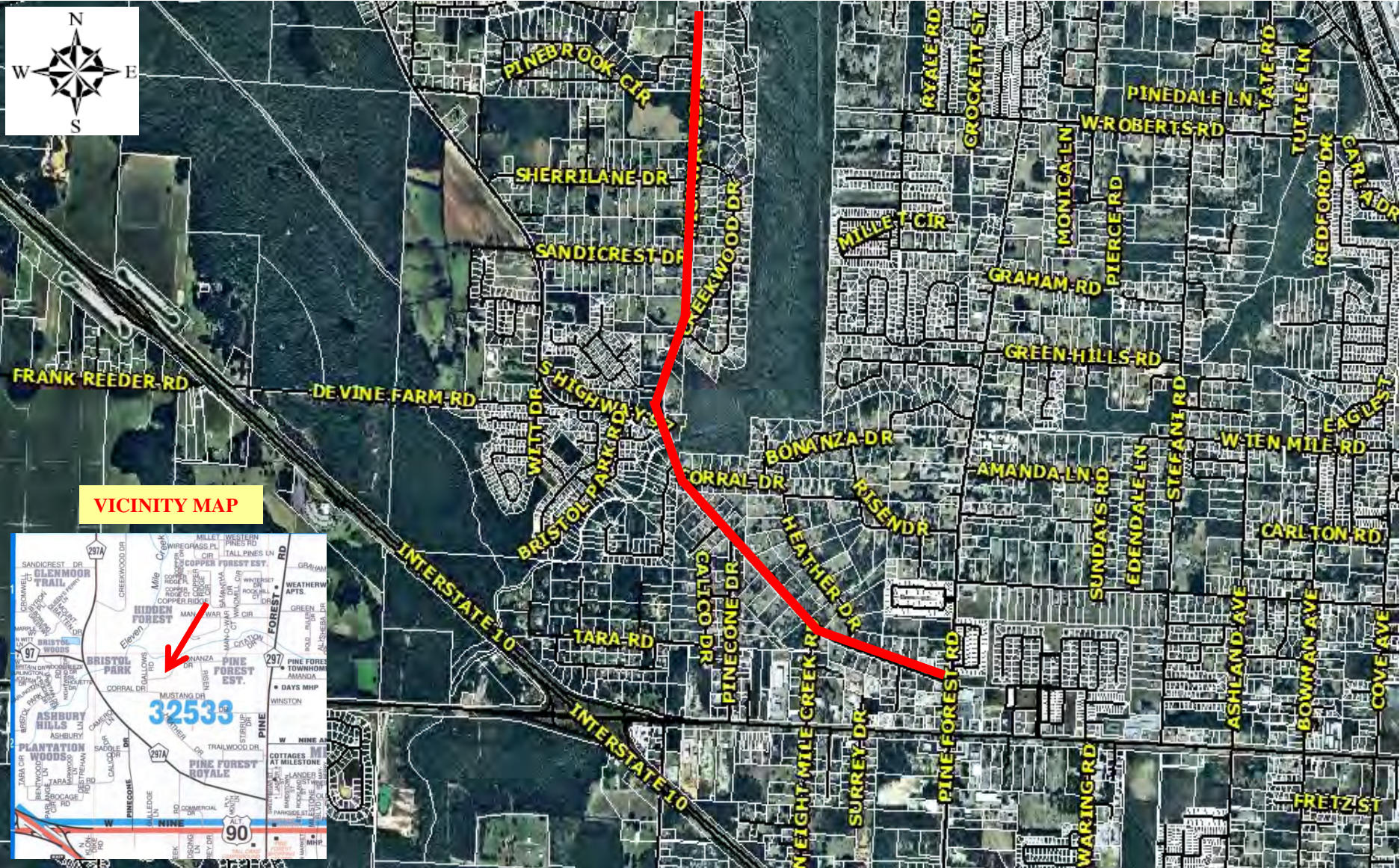
IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed with the acquisition, by donation, of the rights-of-way and/or easements.

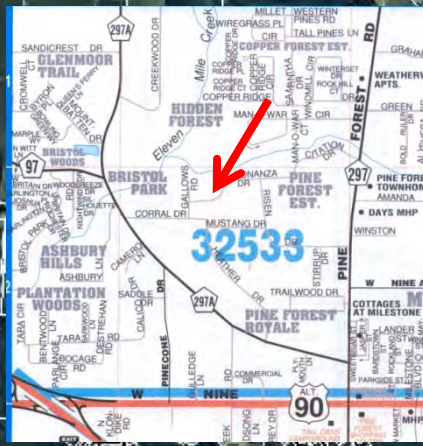
Attachments

Aerial Map


COUNTY ROAD 297A RIGHT-OF-WAY AND DRAINAGE IMPROVEMENTS



VICINITY MAP



ESCAMBIA COUNTY
 PUBLIC WORKS DEPARTMENT
 JCC 06/06/12 DISTRICT 5

 County Road 297A Right-of-Way and Drainage Improvements



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2735

County Administrator's Report 14. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: County's Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements for the Davenport Bayou and Sunset Avenue Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Donated Property for Road Rights-of-Way and Drainage Improvements for the Davenport Bayou and Sunset Avenue Area – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of donated property for road rights-of-way and drainage improvements for the Davenport Bayou and Sunset Avenue Area:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the donation and/or dedication of road rights-of-way and easements located on or adjacent to Davenport Bayou and Sunset Avenue, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage improvements, and the County benefits from the acquisition of this property because it will facilitate the construction of road rights-of-way and drainage improvements for the safety of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Deeds and/or Easements, subject to Legal review and sign-off, as of the day of delivery of the Deeds and/or Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County has a project in design to make drainage and right-of-way improvements, including installation of sidewalks, on or adjacent to Davenport Bayou and Sunset Avenue. Due to limited right-of-way, the donation of rights-of-way and/or easements are needed for the completion of road right-of-way and drainage improvements. Board approval is required to authorize staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the road right-of-way and drainage improvements.

BACKGROUND:

The County has a project in design to make drainage and right-of-way improvements, including installation of sidewalks, on or adjacent to Davenport Bayou and Sunset Avenue. Due to limited right-of-way; the donation of rights-of-way and/or easements are needed for the completion of road right-of-way and drainage improvements. Board approval is required to authorize Staff to proceed with the acquisitions and for the Board's acceptance of the donated rights-of-way and/or easements in order to facilitate the road right-of-way and drainage improvements.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed and Easement forms 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 accept the deeds and/or easements, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

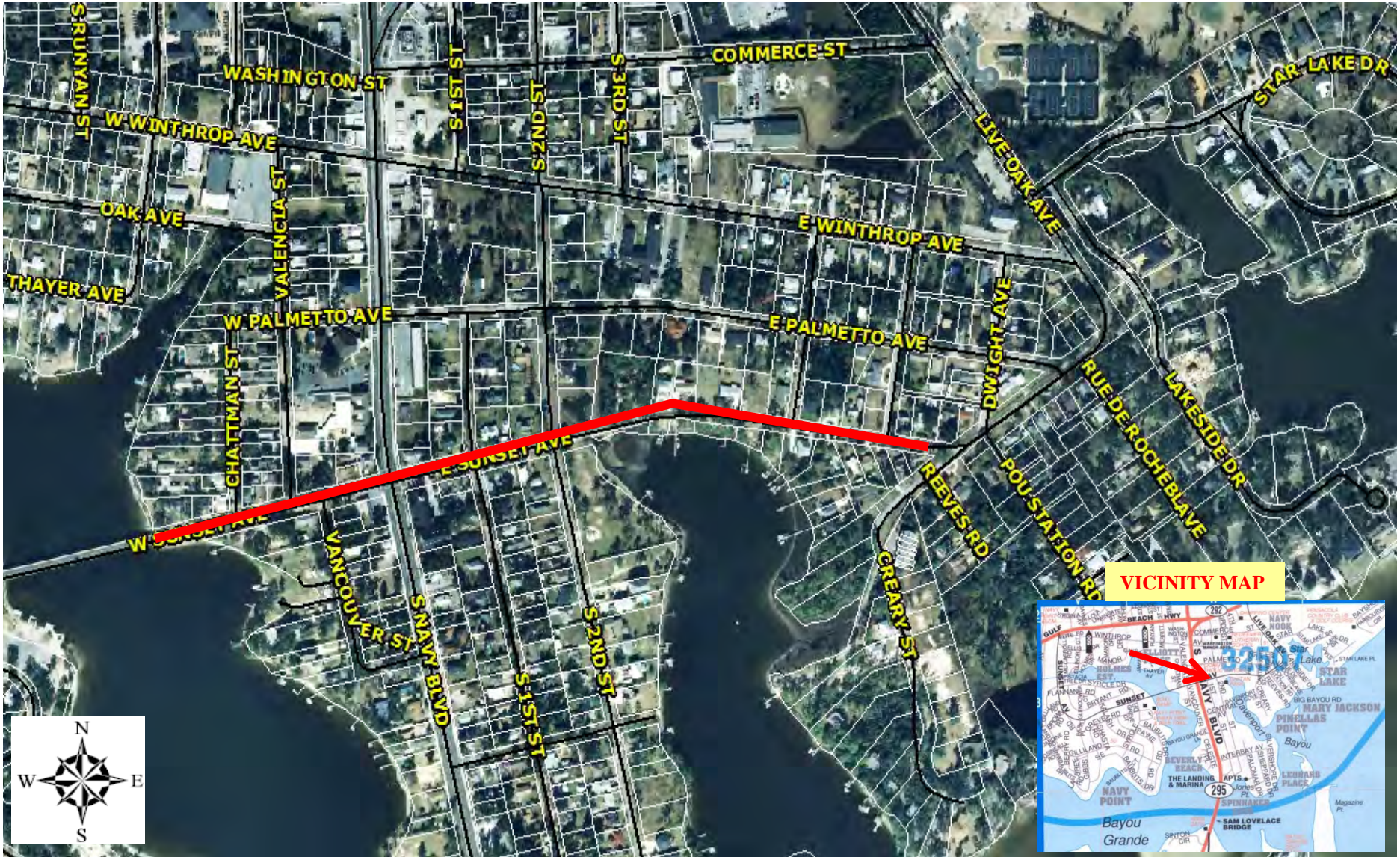
IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed with the acquisition, by donation, of the rights-of-way and/or easements.

Attachments

Aerial View

DAVENPORT BAYOU AND SUNSET AVENUE RIGHTS-OF-WAY AND DRAINAGE IMPROVEMENTS



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 06/06/12 DISTRICT 2



Rights-of-Way and Drainage Improvements,
Davenport Bayou and Sunset Avenue Project



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2760

County Administrator's Report 14. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Contract with Workforce Escarosa, Inc. for Supplemental Nutrition Assistance Program (SNAP)

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2012-2013-01:

A. Approve the Contract between Workforce Escarosa, Inc., and the County for SNAP, SNAP #2012-2013-01, for the period of July 1, 2012, through June 30, 2013, in the amount of \$48,315; and

B. Authorize the Chairman to sign the Contract and any subsequent related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. has the responsibility for the administration of the SNAP programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board contracts as a service provider in administering SNAP, which is one of many components under WIA.

SNAP, formerly Food Stamp Employment and Training or FSET, is designed to provide employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 thru 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work.

BUDGETARY IMPACT:

Funding for the Contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement. The Management and Budget Services Department will prepare the Supplemental Budget Amendment for recognizing and allocating these funds for use.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has reviewed and approved the Contract as to form and legal sufficiency.

PERSONNEL:

Staff hired under this contract will provide all program services. The Department of Community Affairs will maintain administrative oversight of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. Also, Board policy requires approval of all such contracts.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa on matters concerning this contract.

Attachments

Supplemental Nutrition Assistance Program Contract. SNAP #2012-2013-01

**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC. AND THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP #2012-
2013-01**

WHEREAS, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Food Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

WHEREAS, the Escambia County Board of County Commissioners, Department of Community Affairs, Community Services Division (BCC), through the administration of the Workfare Program has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Department of Economic Opportunity (DEO), to wit:

1. Provide staff for Job Development/Case Management services, in support of the following:
 - a) The Escarosa Career Center on "L" Street and the Milton Career Center are routinely open to the public between 8:00 a.m. and 5:00 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
 - b) Provide case management and counseling services to SNAP participants who have been determined eligible for SNAP activities to include career counseling, identifying barriers to employment, educational/skills assessments, follow-up services and other related services which will assist the participant in meeting required work participation hours.
 - c) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding SNAP participant activities progress and outcomes. Reports may include, but are not limited to, the

following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Agency for Workforce Innovation (AWI), or local Regional Workforce Board (WFI).

- d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
 - e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
 - f) Document via counseling notes participant contact, progress achieved, and problems encountered.
 - g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who choose to participate.
 - h) Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
 - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
 - j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.
 3. Due to recent revisions to the Florida State SNAP Plan as required by USDA, case loads must be maintained at or close to 50 to justify one (1) full-time equivalent (FTE) staff person under this contract. If case loads drop below 40, the 1 FTE's hours may be reduced accordingly to remain in compliance with USDA and DEO requirements. The decision to reduce hours will lie with the Executive Director of Workforce Escarosa. The Executive Director will notify the contact person listed under XXVIII. Notice and Contract of the reduction no less than 40 hours in advance of the reduction.
 4. Should case loads increase above the 50 required, the Executive Director and the Director of the Department of Community Affairs will determine

staff levels needed. Increases in staffing levels will be dependent on funding from USDA/DEO.

II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$48,315 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$48,315 cannot be over expended.
- B. The amount of \$48,315 may be reduced or increased dependent upon final allocation, availability of funds, and increases/decreases in SNAP case loads.

All monthly invoices must be received by the 15th of the following month for the previous month's billings.

- C. Documentation for reimbursement shall include an invoice and the following:
1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.
- G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

Note: All of the above expenses must be for services provided by this contract for SNAP participants.

III. COMPENSATION AND TIME PERIOD

This contract shall become effective on July 1, 2012, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, June 30, 2013.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, The Age Discrimination Act of 1975, as amended, The American with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT

The total amount of funds accessible by BCC under this contract is \$48,315 payable only upon receipt of stipulated items in Section II of this contract.

X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

XI. CONTRACT LIABILITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of SNAP and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to SNAP and the regulations as assigned by Escarosa.

BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XIX. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with SNAP regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. SNAP and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Agency for Workforce Innovation (AWI), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

DEO	Department of Economic Opportunity
BCC	Escambia County Board of County Commissioners
USDA	United States Department of Agriculture
CONTRACTOR	Escambia County Board of County Commissioners
ESCAROSA	Workforce Escarosa, Inc.
ISS	Individual Service Strategy
WFI	Workforce Florida, Inc.
SNAP	Supplemental Nutrition Assistance Program

XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards as Florida is a waiver state, and participation by Food Stamp recipients is voluntary and no longer work mandatory.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

Is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms
Executive Director
Workforce Escarosa, Inc.
9111 Sturdevant Street, Suite A
Pensacola, FL 32514
Phone: (850) 473-0939
FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Marilyn Wesley
Director
Department of Community Affairs
Community Services Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3123
FAX: (850) 595-4431

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and Workforce Escarosa, Inc." If the sponsorship reference is in written material, the words Escarosa Workforce, Inc. shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **"equal opportunity employer/program"** and that **"Auxiliary aids and services are available upon request to individuals with disabilities."**

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- *Budget Summary
- *Anti-Lobbying Statement
- *Civil Rights Act Statement
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *American with Disabilities Act Facilities Assurance
- *Drug Free Workplace
- *Grievance Procedure Form

XXXII. ANTI-LOBBYING

No funds made available under SNAP shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no SNAP funds will be used to assist or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

A. Contracting Agency shall have unlimited rights in:

1. Data first produced in the performance of this contract;
2. Form, fit, and function data delivered under this contract;
3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
4. All other data delivered under this contact.

B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

XXXVII. SECTARIAN ACTIVITIES

BCC agrees that participants funded under SNAP shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. SNAP funds cannot be expended on the construction, operation, or maintenance of so much

of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

XXXIX. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 10/6/12

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Wilson B. Robertson, Chairman
Date: _____

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

WORKFORCE ESCAROSA, INC.

By: _____
Susan B. Nelms, Executive Director
Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2804

County Administrator's Report 14. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: FEMA 2012 Assistance to Firefighters Grant Program Application - EMS Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the FEMA 2012 Assistance to Firefighters Grant Program. Emergency Medical Services Division Matching Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board authorize the Escambia County Emergency Medical Services Division to submit an electronic Application, pending review and approval by the Office of Management and Budget and the County Attorney's Office, for the Federal Emergency Management Agency (FEMA) 2012 Assistance to Firefighters Grant program, in the amount of \$34,000, with a 20% County match of \$6,800, for the purchase of two LUCAS Chest Compression System devices.

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

BACKGROUND:

The application period for the FEMA 2012 Assistance to Firefighters Grant program opened Monday, June 11, with a submittal deadline of July 6, 2012, which did not allow sufficient time for completion of the application, and its review and approval by the Office of Management and Budget (OMB) and County Attorney's Office, prior to the agenda deadline for the June 28, 2012, Board meeting. The next Board meeting is not scheduled until July 12, 2012.

If authorized by the Board, and OMB and the County Attorney's Office both approve the application, it will be submitted electronically by the Public Safety Department Director, as the County Administrator's designee.

If FEMA awards the grant to Escambia County Emergency Medical Service (EMS), it will provide 80% of the \$34,000 estimated cost. Escambia County EMS will be responsible for its share, \$6,800. Escambia County EMS Division is requesting matching grant funds to enable purchase of two LUCAS Chest Compression System devices. The LUCAS Chest Compression System is designed to deliver uninterrupted compressions at a consistent rate and depth to facilitate ROSC (return of spontaneous circulation). It delivers continuous, automated compression, helping to maintain good circulation in the patient from the first field intervention throughout ambulance transport. This will reduce the number of EMTs and Paramedics required to assist with CPR during a cardiac arrest and enable the attending Paramedic to remain seat-belted for better safety in a mobile environment. The consistent blood flow,

facilitated by the LUCAS, will help to improve a patient's chance for a successful outcome.

BUDGETARY IMPACT:

If the grant is awarded by FEMA, the budgetary impact to the Emergency Medical Service Fund will be \$6,800.

LEGAL CONSIDERATIONS/SIGN-OFF:

Submittal of the grant application is subject to review and approval by OMB and the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires prior review and approval of a competitive grant application when there is a match of County funds included in the proposed grant and no such cash-match amount has been approved within the County budget.

IMPLEMENTATION/COORDINATION:

The Department of Public Safety will ensure review and approval of the grant application is secured before submitting application, in accordance with Board policy.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2808

County Administrator's Report 14. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Ratification of Purchase Orders Associated with the Declaration of Local Emergency Dated June 9, 2012

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Ratification of Purchase Orders Associated with the Declaration of Local Emergency Dated June 9, 2012 - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the following Purchase Orders issued for emergency assistance for chillers, water removal and cleanup, and repairs to County buildings and equipment, located at the Central Booking and Detention Center and the Juvenile Justice Center. The Purchase Orders were issued during the period from June 9, 2012, through June 15, 2012, during the declared State of Local Emergency, beginning on June 9, 2012, and ending on June 16, 2012:

- A. Purchase Order Number 121372 to Engineered Cooling Services, Inc., in the amount of \$392,210 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 - \$182,710, expense type 54401, \$209,500 expense type 54601];
- B. Purchase Order Number 121374 to Stoploss Specialists, LLC, in the amount of \$418,653 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 Expense Type 54601];
- C. Purchase Order Number 121371 to Vision Construction Ent., Inc., in the amount of \$126,812 [Funding: Fund 501, Internal Service Fund; Cost Center 140836 Expense Type 54601]; and
- D. Purchase Order Number 121369 to R.D.Ward Construction, Inc., in the amount of \$175,000 [Funding: Fund 501, Internal Service Fund; Cost Center 140836, Expense Type 54601].

BACKGROUND:

Pursuant to Escambia County Code Section 37-35 (a)(1) a proclamation was issued to declare a state of local emergency in Escambia County at 2:46 pm on June 9, 2012 in preparation for the immediate and necessary response to the eminent threat to the health, safety and welfare of Escambia County Residents and visitors posed by the rain event of June 9, 2012 and the potential for flooding throughout the County. Escambia County experienced record levels of rainfall during the 24 hour period June 9, 2012; West Pensacola recorded more than 21 inches in a 24 hour period. The extreme levels within 24 hours and the continuation of rain within the next 24 hours resulted in flooding throughout the Escambia and Santa Rosa County areas damaging homes, businesses, infrastructure, vehicles and equipment. The County owned

building, Central Booking and Detention Center received heavy water damage from flooding and lost power. The main chiller was damaged that served the CBDC and the Juvenile Justice Center; both facilities serve as detention centers and required immediate repairs and service for temporary power, air conditioning and water removal.

BUDGETARY IMPACT:

Funding: Fund 501 Internal Service Fund; Cost Center 140836; Expense Type 54401 and Expense Type 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County Code of Ordinances, Chapter 46, Sec.46-93 Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Emergency Proclamation

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that severe flooding resulting from the rain event of June 9, 2012 has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), as amended by Ordinance No. 2002-28, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 2:46 p. m., central time, this 9th day of June 2012.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any

other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

9. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Doris Harris
Deputy Clerk



Dated this 9th day of June 2012.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2816

County Administrator's Report 14. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Pensacola Care Inc. Capital Lease

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lease Agreement between Pensacola Care, Inc., and Escambia County for the Lease of the Facilities Located at 1 Villa Drive, Pensacola, Florida 32506 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Lease of the facilities located at 1 Villa Drive:

- A. Adopt the Resolution authorizing the Chairman to execute a Capital Lease Agreement with Pensacola Care, Inc., for the properties located at 1 Villa Drive, Pensacola, Florida; and
- B. Approve the Capital Lease Agreement between Pensacola Care, Inc., and Escambia County for the Lease of the facilities located at 1 Villa Drive, Pensacola, Florida. The term of this Lease is 25 years, ending June 30, 2036. The Lease payment shall be \$15,199.34 payable monthly.

(THE LEASE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

Escambia County owns property located at One Villa Drive that operates as a 63-bed intermediate care facility for mentally impaired persons. This agreement leases the property to Pensacola Care Inc. for a term of 25 years for a monthly lease of \$15,199.34.

Pensacola Care can take ownership of this property upon 180 days written notice prior to the termination of the agreement to the County and satisfaction of any remaining balances due under the amortization schedule included as an exhibit.

BUDGETARY IMPACT:

The funds collected as a result of this lease will be deposited in the General Fund. By the terms of the lease Pensacola Care is responsible for all operating and maintenance costs that could arise.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola Care Resolution

RESOLUTION NUMBER R2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A CAPITAL LEASE AGREEMENT WITH PENSACOLA CARE, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County owns certain property at 1 Villa Drive in Pensacola, Florida, more particularly described in the warranty deed recorded in the Official Record Book 2657 at page 214 of Escambia County, Florida (Property); and

WHEREAS, Pensacola Care, Inc. (Pensacola Care) is a Florida non-profit corporation that has occupied and operated the Property as an intermediate care facility for up to 63 mentally retarded persons pursuant to the terms of an Operating Agreement dated January 1, 1989 and an Amended and Extended Operating Agreement dated June 16, 2011; and

WHEREAS, pursuant to the terms of the Amended and Extended Operating Agreement, Pensacola Care's right to occupy and operate the Property as an intermediate care facility for mentally retarded persons will expire on June 30, 2012; and

WHEREAS, the parties wish to enter into a Capital Lease Agreement to allow Pensacola Care to continue to occupy and operate and ultimately acquire the Property at the end of the 25-year term of the Capital Lease Agreement; and

WHEREAS, a conveyance of the Property under the Capital Lease Agreement between the County to Pensacola Care is authorized by Section 125.38, Florida Statutes;

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

Section 1. The above-recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners hereby approves and authorizes the chairman to execute the Capital Lease Agreement attached to this resolution and all other documents necessary to complete the transaction.

Section 3. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

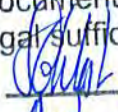
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By 
Title Adv. County Attorney
Date June 19, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2813

County Administrator's Report 14. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Change Order 1 to Purchase Order 120957 to Halcore Group, Inc. (dba Horton Emergency Vehicles Co.)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order Number 1 to Purchase Order 120957 to Halcore Group, Inc. (dba Horton Emergency Vehicles, Co.), for Purchase of Replacement Ambulance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1 for the purchase of an ambulance to replace a unit damaged beyond repair as a result of a motor vehicle accident:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$207,679
Vendor:	Halcore Group, Inc. (dba Horton Emergency Vehicles Co.)
Project Name:	08PS0028
Contract:	11-12.010
PO No.:	120957
CO No.:	1
Original Award Amount:	\$623,037
Cumulative Amount of Change Orders through this CO:	\$207,679
New P.O. Total	\$830,716

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

BACKGROUND:

As a result of a motor vehicle accident on June 7, 2012, one of Escambia County's ambulances, Unit 7 (PN 59116) was damaged beyond repair. Insurance proceeds have been secured in the amount of \$193,954 for the damaged ambulance. It is essential that this ambulance be replaced as soon as possible to avoid a decrement in service. Public Safety has an existing purchase order with Halcore Group, Inc. (dba Horton Emergency Vehicles Co.) for the purchase of three ambulances as part of its routine replacement plan. The quoted amount of \$207,679 (PD 11-12.010) for the replacement ambulance will be charged to Fund 408 Emergency Medical Service, Cost Center 330302 EMS Operations and will consist of the insurance settlement, supplemented by Fund 408 Fund in the amount of \$13,725. The vendor is ready to place this unit into the production schedule, along with the other three, upon receipt of a Change Order to Purchase Order 120957.

BUDGETARY IMPACT:

Funds for this project are available in Fund 408 Emergency Medical Service.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2776

County Administrator's Report 14. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Natural Gas Service Line Agreement Between Okaloosa Gas District and Escambia County

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Natural Gas Service Line Agreement between Okaloosa Gas District and Escambia County – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Natural Gas Service Line Agreement between Okaloosa Gas District and Escambia County to provide gas service for the new Tax Collector/Property Appraiser building, located on the Old Molino School property:

A. Authorize staff to enter into a Natural Gas Service Line Agreement with Okaloosa Gas District to provide gas service for the new Tax Collector/Property Appraiser building, located on the Old Molino School property; and

B. Authorize the Branch Director of the Facilities Management Branch of the Public Works Department to sign the Agreement and any other documents, subject to Legal review and sign-off, associated with the gas service line.

[Funding Source: Fund 352, LOST III, Cost Center 110267 Public Fac & Proj LOST 3, Object Code 56201 Buildings, Project O8PF0045]

BACKGROUND:

Escambia County owns property located on North Highway 95-A, which is the Old Molino School property. The County is in the process of constructing a Tax Collector/Property Appraiser office building on this property. In order to facilitate the need for backup power in the event of a power outage, a generator is being installed which requires gas service. Board authorization is required for the Branch Director of Facilities Management Branch of the Public Works Department to execute a Natural Gas Service Line Agreement between Okaloosa Gas District and the County.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 LOST III, Cost Center 110267 Public Fac & Proj LOST 3, Object Code 56201 Buildings, Project O8PF0045.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Natural Gas Line Agreement.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval the Branch Director of Facilities Management Branch of the Public Works Department will have the Natural Gas Line Service Agreement executed with a copy provided to Okaloosa Gas District.

County staff will continue to work with Okaloosa Gas District in meeting their requirements to provide gas service.

Attachments

Okaloosa Gas District Natural Gas Service Line Agreement

Legal Review

Aerial Map

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Natural Gas Service Line Agreement

Date: 05/30/12

Date due for placement on agenda: 6/28/12

Requested by: Larry Goodwin, Public Works Department

Phone Number: 595-3426

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by *J. H. [Signature]*

Date Received: *5/30/12*

Approved as to form and legal sufficiency.

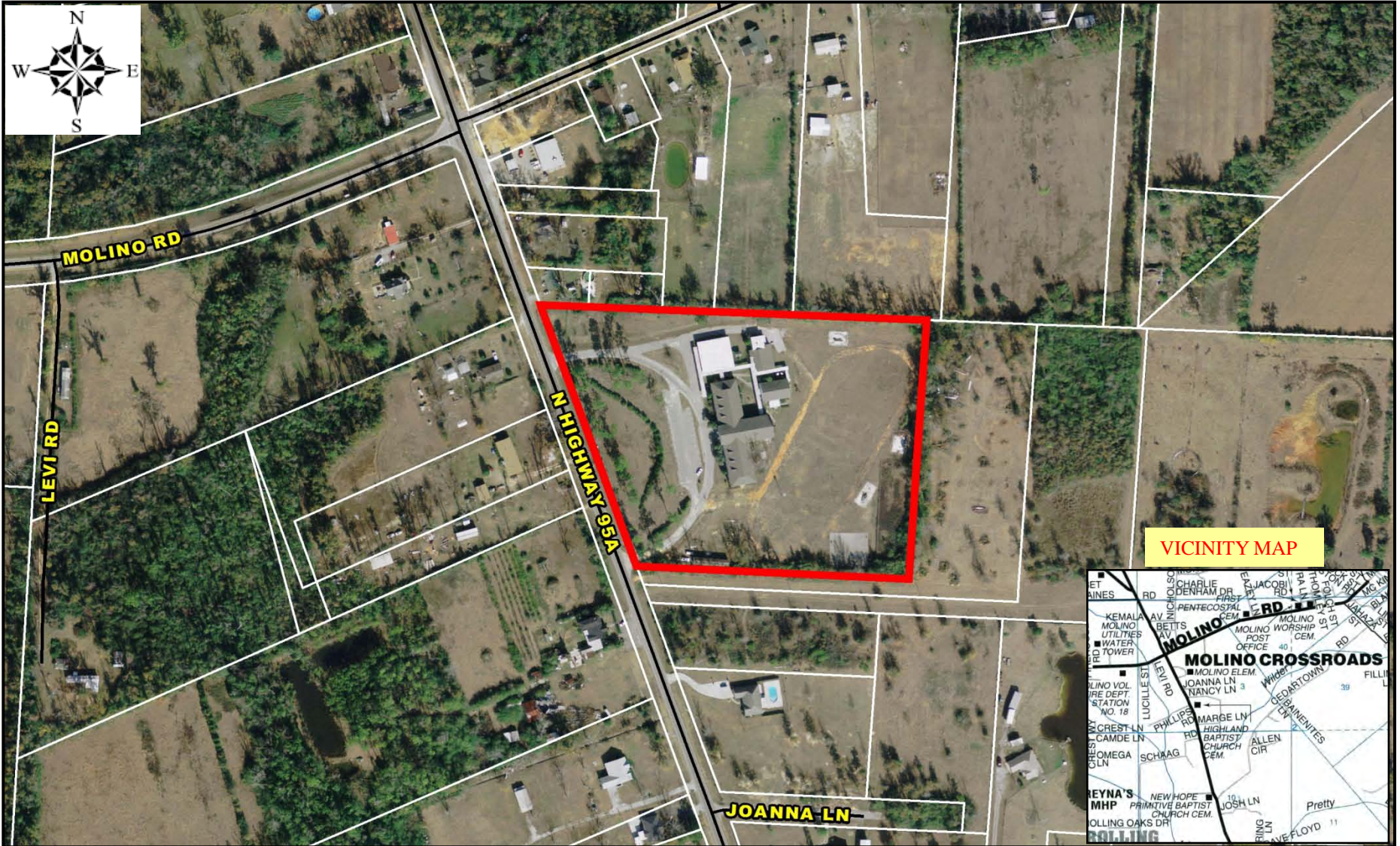
Not approved.

Make subject to legal signoff.

Additional comments:

See email to David Wheeler dated May 3, 2012

OLD MOLINO SCHOOL



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 10/17/11 DISTRICT 5



OLD MOLINO SCHOOL PROPERTY / APPROX. 9.6 ACRES
Parcel ID No.: 03-2N-31-3000-002-001



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2818

County Administrator's Report 14. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Approval of Agreement between Escambia County and Winterfest of Pensacola, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Agreement between Escambia County and Winterfest of Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Agreement between Escambia County and Winterfest of Pensacola, Inc., Relating to the Management of Certain County Lots by Winterfest of Pensacola, Inc., on July 4, 2012:

A. Approve the Agreement between Escambia County and Winterfest of Pensacola, Inc., for the management of the County-owned parking lot, located behind the Pensacola Civic Center in the area behind the fence facing 9th Avenue, on July 4, 2012, with the following stipulations for the parking lot:

1. Winterfest agrees to act as an agent for the County on July 4, 2012, to oversee and manage the County parking lot, located behind the Pensacola Civic Center in the area behind the fence facing 9th Avenue;
2. A parking fee of \$5 per vehicle will be collected on behalf of the County by Winterfest; and
3. As compensation for the services provided by Winterfest on behalf of the County, the County agrees to pay Winterfest 66 2/3% of the amount collected by Winterfest and tendered to the County and 33 1/3% to Boy Scout Troop 676. Winterfest accepts responsibility for assuring that the County's portion of the amount is donated to Boy Scout Troop 676; and

B. Authorize the Chairman to execute the Agreement.

BACKGROUND:

On June 18, 2012 the County Administrator approved allowing Winterfest of Pensacola, Inc. to manage the county owned parking lot located behind the Pensacola Civic Center in the area behind the fence facing 9th Avenue on July 4, 2012. Winterfest has managed parking lots owned by the County for a fundraiser in prior years. They will provide the necessary insurance required and they clean the parking lot after the event.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Agreements is necessary.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Winterfest Agreement

AGREEMENT BETWEEN ESCAMBIA COUNTY AND WINTERFEST OF PENSACOLA, INC. RELATING TO THE MANAGEMENT OF CERTAIN COUNTY LOTS BY WINTERFEST OF PENSACOLA, INC. ON JULY 4, 2012.

This Agreement, entered into this 28th day of June, 2012, between Escambia County (hereinafter referred to as the "County"), a political subdivision of the State of Florida, with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502 and Winterfest of Pensacola, Inc. (hereinafter referred to as "Winterfest"), a not-for-profit organization authorized to transact business in the State of Florida, whose address is 226 E. Intendencia Street, Pensacola, Florida 32501 and whose federal tax identification number is 20-1079497.

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1
WINTERFEST RESPONSIBILITIES

WINTERFEST agrees to act as an agent for the County on July 4, 2012, to oversee and manage the parking lot behind the fence facing 9th Avenue, Pensacola, FL 32501. This agency relationship is specifically limited to the parking operations described herein. No transportation, trolley or related services are affected by this Agreement.

SECTION 2
PARKING FEES

Parking fees shall be \$5.00 per vehicle and shall be collected on behalf of the County by WINTERFEST. Fees shall be collected from 5:00 p.m. to 9:00 p.m. Wednesday, July 4, 2012.

SECTION 3
COMPENSATION

As compensation for the services provided by WINTERFEST on behalf of the County, the County agrees to pay WINTERFEST sixty-six and two-thirds percent (66 2/3%) of the amounts collected by WINTERFEST and tendered to the County. Additionally, the County agrees to donate thirty-three and one-third percent (33 1/3%) to Boy Scout Troop 676 for its services to the County. Boy Scout Troop 676 shall direct parking and shall assist in providing security as well as policing the parking areas for litter. WINTERFEST accepts responsibility for assuring that the County's portion of the amount is donated to Boy Scout Troop 676.

SECTION 4
AUDIT

Such collections shall be subject to audit by the County pursuant to Florida law.

SECTION 5
TERM

The term of this Agreement shall be for July 4, 2012; however the County expressly reserves the right to terminate this Agreement for convenience and without cause at any time prior to or during this time period. Furthermore, the indemnification provisions set forth below in this Agreement are intended by the parties to remain effective until such time as any claims or actions which may be brought by a third part shall become time barred or otherwise concluded or such statutes of limitations shall have expired.

SECTION 6
CONTRACT CONSIDERATION

As a part of the consideration of the County entering into the Agreement with WINTERFEST, it is agreed and understood that WINTERFEST shall indemnify the County against any and all claims or expenses or losses of any type, which are related to or arising from the participation of the County in this project. WINTERFEST agrees and understands that a part of said consideration for this Agreement shall include the WINTERFEST promise that any rights to bring suit against the County and any rights to compensation therefore on any matters arising from or otherwise related to County's participation in this project have been knowingly and willingly relinquished by WINTERFEST under this Agreement.

SECTION 7
INDEMNIFICATION

WINTERFEST therefore agrees to hold harmless, indemnify, and defend the County, including its subsidiaries and affiliates, its consultants, agents, volunteers, elected and appointed officers, and employees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liability claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising directly or indirectly on account of or arising out of the County's participation in this project with WINTERFEST. WINTERFEST'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. WINTERFEST 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 made. Such payment on 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.

SECTION 8
INSURANCE

Upon execution of this Agreement, WINTERFEST shall carry insurance of certain types and with the limits herein specified from an insurance carrier licensed to do business in the State of Florida. WINTERFEST shall procure and maintain the following described insurance with insurers with an A.M. Best Company rating of at least A-VII, for any or all claims, which may arise out of, or result from the county's participation in this Agreement with WINTERFEST. These insurance limits shall not limit the liability of WINTERFEST. All insurance policies shall be endorsed to name Escambia County as an additional insured. Any deductibles/self-insurance retentions shall be disclosed to the County and may be disapproved by the County. WINTERFEST shall be responsible for the amount of any deductible or self-insured retention. Insurance required under this Agreement shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims and obligations that arise out of this Agreement.

WINTERFEST shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies and the total amount of coverage required.

1. **General Liability Coverage** - Occurrence Form Required – Coverage A shall include bodily injury and property damage liability or premises, operations, products and completed operations, independent contractors, contractual liability covering this lease broad form property damage coverages, and property damage resulting from explosion, collapse and/or underground exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.
2. **Business auto Liability Coverage** – Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
3. **Excess or Umbrella Liability Coverage** - Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Required insurance shall be documented in Certificates of Insurance. Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the issuance coverage(s) indicated with one for each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of WINTERFEST to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

Certificates shall contain the following additional information: 1) Indicate that Escambia County is an additional insured on the general liability policy; 2) Include a reference to WINTERFEST's MANAGEMENT OF County parking lot during the Fourth of July; 3) Disclose any self-insured retentions in excess of \$1,000; 4) Designate Escambia County and certificate holders as follows: Escambia County, Attention: Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591; and 5) Indicate that the County shall be notified at last 30 days in advance of cancellation. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County or by any of its representatives, which indicates less coverage than required, does not constitute a waiver of WINTERFEST's obligation to fulfill the insurance requirements herein.

If requested by the County, WINTEREFEST shall furnish complete copies of such insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

The parties understand and agree that the minimum limits of insurance required herein may become inadequate before the commencement of the term of the Agreement. Accordingly, the parties agree that the minimum limits may be increased to commercially reasonable levels within 30 days upon receipt of notice in writing from the County and that additional types of insurance coverage may be required.

SECTION 9
NOTICES

All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, Florida 32597

TO WINTERFEST OF PENSACOLA, INC.

Denise Chenel Daughtry
President
WINTERFEST OF PENSACOLA, INC.
226 E. Intendencia Street
Pensacola, Florida 32501

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

SECTION 10
MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 11
SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 12
GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

SECTION 13
NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 14
ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement among the parties relating to this matter and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, or work performed made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

SECTION 15
SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 28th day of June, 2012 WINTERFEST OF PENSACOLA, INC. signing by and through its President, duly authorized to execute same.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By _____
Wilson B. Robertson, Chairman

By _____
Deputy Clerk

_____ day of June 2012

BCC APPROVED: _____

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 6/19/12

WINTERFEST OF PENSACOLA, INC.

ATTEST:

BY _____
Denise Chenel Daughtry, President

Corporate Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledge before me this _____ day of June 2012 by Denise Chenel Daughtry, President for WINTERFEST OF PENSACOLA, INC., who is personally known _____ OR produced identification _____, type of identification _____.

Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2769

County Administrator's Report 14. 35.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Acceptance of Public Disclosure Document from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mahogany Mill Road Boat Ramp Project – Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept the Public Disclosure of Interest document from Mahogany Mill Road, LLC, for the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road for the Mahogany Mill Road Boat Ramp Project.

Meeting in regular session on June 7, 2012, the Board approved the Contract for Sale and Purchase of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project. By the time of that Board meeting on June 7, 2012, staff had not yet received the Public Disclosure of Interest document from the seller. Staff has now received the document and is requesting that the Board accept the Public Disclosure of Interest as part of the required closing documents.

[Funding for the Mahogany Mill Boat Ramp project is available in Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]

BACKGROUND:

Meeting in regular session on June 7, 2012, the Board approved the Contract for Sale and Purchase of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project. By the time of that board meeting on June 7, 2012, staff had not yet received the Public Disclosure of Interest document from the seller. Staff has now received the document and is requesting that the Board accept the Public Disclosure of Interest as part of the required closing documents.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects) Project 11NE0892.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property. The Public Disclosure of Interest has been approved as to form and legal sufficiency 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:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Public Disclosure of Interest

Aerial Map

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes, under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Darrell D. Robinson, as Manager of Mahogany Mill Road, LLC, do hereby attest and affirm:

1. That the address for Mahogany Mill Road, LLC is 1220 Mahogany Mill Road #1, Pensacola, Florida 32507

2. That the following entities or individuals have an interest in the real property described in Exhibit A:

A. Darrell D. Robinson 1220 Mahogany Mill Road #1
(Name) (Address)

Relationship/Interest: /

B. Grande Lagoon Marine, Inc. Owned 100% by Darrell Robinson
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest, as described in Exhibit A, to Escambia County, Florida.

Witness [Signature]
Print Name Jason L. Bass

Witness [Signature]
Print Name NILDA O WISE

By: [Signature]
Darrell D. Robinson, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2012, by Darrell D. Robinson, as Manager of Mahogany Mill Road, LLC, a dissolved Florida limited liability company on behalf of the corporation, who () is personally known to me, or () has produced current _____ as identification.



Signature of Notary Public

(Notary Seal)



Exhibit "A"

Commence at the northerly corner of William Fisher's Subdivision of 96 Acres according to the map of said Subdivision recorded in Deed Book 11 at Page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the northeasterly right-of-way line of Lakewood Road (40' R/W) and the southeasterly right-of-way line of Weis Lane (20' R/W); thence go South 54 degrees 00 minutes 58 seconds East along the aforesaid northeasterly right-of-way line of Lakewood Road a distance of 1406.58 feet to a point on the northwesterly right-of-way line of Barrancas Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 250.00 feet to the POINT OF BEGINNING of a 60 feet wide access easement; thence continue North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 60.00 feet; thence go North 20 degrees 54 minutes 00 seconds West a distance of 241.88 feet to a point of curvature; thence go along a curve to the right having a radius 425.92 feet, an arc distance of 172.89 feet, (Ch = 171.71', Ch Brg = N 09° 16' 17" W) to the point of tangency; thence go North 02 degrees 21 minutes 27 seconds East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet, an arc distance of 211.57 feet (Ch = 208.15', Ch Brg = N 15° 31' 20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet, an arc distance of 131.11 feet (Ch = 131.10', Ch Brg = N 34° 39' 03" W) to a point of tangency; thence go North 35 degrees 53 minutes 58 seconds West a distance of 312.50 to the Northwest corner of that parcel of land as described in Official Records Book 6471 at page 452 of the public records of Escambia County, Florida; thence go South 54 degrees 06 minutes 02 seconds West for a distance of 60.00 feet; thence go South 35 degrees 53 minutes 58 seconds East a distance of 312.50 to a point of curvature; thence go along a curve to the right having a radius of 2948.27 feet, an arc distance of 128.50 feet (Ch = 128.49', Ch Brg = S 34° 39' 03" E) to a point of compound curvature; thence go along a curve to the right having a radius of 278.98 feet, an arc distance of 174.12 feet (Ch = 171.13', Ch Brg = S 15° 31' 20" E) to the point of tangency; thence go South 02 degrees 21 minutes 27 seconds West a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 485.92 feet, an arc distance of 197.24 feet (Ch = 195.89', Ch Brg = S 09° 16' 17" E) to the point of tangency; thence go South 20 degrees 54 minutes 00 seconds East a distance of 241.88 feet to the point of beginning. The above described 60 foot wide access easement is situated in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, known as Pedro Palao Grant.

MAHOGANY MILL ROAD / BOAT RAMP PROJECT / R/W ACQUISITION



2009 AERIAL
PHOTOS

BOAT RAMP
PROPERTY



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 10/15/11 DISTRICT 2



PORTION OF MAHOGANY MILL ROAD (60' R/W) TO BE CONVEYED TO COUNTY
OWNER: MAHOGANY MILL ROAD, LLC



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2849

County Administrator's Report 14. 36.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/28/2012

Issue: Ratification of Change Order #1 to Engineered Cooling Services, Inc. for Emergency Repairs at Central Booking and Detention & Central Energy Plant

From: Amy Lovoy

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Ratification of Change Order #1 to Engineered Cooling Services, Inc., for Emergency Repairs to the Mechanical Systems at Central Booking and Detention and the Central Energy Plant - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the following Change Order for emergency repairs to the mechanical systems at Central Booking and Detention and the Central Energy Plant:

Department:	Public Works
Division:	Facilities Management
Type:	Addition
Amount:	\$2,156,651
Vendor:	Engineered Cooling Services, Inc.
Project Name:	Central Booking & Detention Facility - June 9, 2012 Flooding
Contract:	N/A
PO No.:	121372
Change Order No.:	1
Original Award Amount:	\$392,210
Cumulative Amount of Change Orders through this CO:	\$2,156,651
New Contract Total:	\$2,548,861

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601 & 56201, Project No. 6FL00155]

BACKGROUND:

Pursuant to Escambia County Code Section 37-35 (a)(1) a proclamation was issued to declare a state of local emergency in Escambia County at 2:46 pm on June 9, 2012 in preparation for the immediate and necessary response to the eminent threat to the health, safety and welfare of Escambia County Residents and visitors posed by the rain event of June 9, 2012 and the potential for flooding throughout the County. Escambia County experienced record levels of rainfall during the 24 hour period June 9, 2012; West Pensacola recorded more than 21 inches in a 24 hour period. The extreme levels within 24 hours and the continuation of rain within the next 24 hours resulted in flooding throughout the Escambia and Santa Rosa County areas damaging homes, businesses, infrastructure, vehicles and equipment.

The work in this Change Order will complete the permanent repairs necessary to reestablish the mechanical systems that serve Central Booking and Detention and the Central Energy Plant, which also provides chilled water for the cooling systems at Sheriff's Administration, the Jail Complex and Juvenile Justice Center. The initial purchase order provided the emergency services and rental equipment necessary to reestablish services on a temporary basis.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601 and 56201, Project No. 6FL00155.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Sec. 46-93 Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Engineered Cooling Service Proposal

Engineered Cooling Services

Building Efficiency and Sustainability

A Service Logic Company

Service Proposal

TO: **Escambia County Board of County Commissioners**
PO Box 1591
Pensacola, FL 32591-1591

PROJECT: **Flood Damage Repairs**

LOCATION: **Central Booking & Detention Facility**

ATTN: **David Wheeler**

PROPOSAL NO.: **Q-06-2012-52223 Change Order Request #1**

PHONE: **850-595-3190**

DATE: **June 21, 2012**

EMAIL:

JOB NO:

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL
Request for Change Order to above project.

1. Rental Equipment

a. 3 – 500-Ton air cooled chillers	\$ 132,500/Month x 2 months = \$265,000
b. 1 – Domestic hot water boiler	\$ 16,980/Month x 2 months = \$ 33,960
c. 1 – System hot water boiler	\$ 16,980/Month x 1 month = \$ 16,980
Rental Price:	\$315,940

2. Chiller repair

- a. Remove existing (3) Trane purge units and replace with new
- b. Remove and replace (3) guide valve actuators
- c. Remove and replace the starter contactors, relays, and control module
- d. Remove and replace the control panel relays, control modules, display boards
- e. Remove refrigerant from chiller and replace rupture disc due to water contamination of carbon disc
- f. Pressurize and leak check chillers and evacuate to OEM specifications
- g. Remove and replace oil pump capacitors and delays
- h. Recharge unit with refrigerant removed from system
- i. Start up and verify operation

3. DDC controls to return system to operation

- a. (1) Energy Management Control System, Model EMCS, with the following features:
 - i. Notes / Clarifications:
 1. EMCS Scope is based on replacement of the existing system controls with new current model system controls
 2. Installation is to be performed during normal business hours
 3. Chilled Water Loop Control Valves in Central Plant Chiller Bay for the CBDF Facility were above the Flood Level boundary and will not be replaced
 - ii. EMCS Services include:
 1. System Engineering, System Programming, Graphics, As built Engineered Control drawings, Installation, Startup and Checkout
 2. Provide (24) hours of training
 3. Provide Technical Checkout of EMCS prior to turnover to Owner
 - iii. EMCS System Panel will consist of the following:
 1. BACnet Central Controller (LAN/Internet accessibility via owner provided TCP/IP service)
 2. Native BACnet EMCS Panel will be located as applicable and will reside on Owner's Shared LAN and will be accessible via Standard Web-browser Applications
 3. Integration into existing Facilities Management Campus Tracer ES Building Management System

Service Proposal

iv. Mechanical Systems:

1. (1) Chilled Water System Controls
 - a. Provide NEW BACnet DDC controllers and install as necessary
 - b. Provide the necessary field control devices and sensors
 - c. Re-connect DDC controls to the Pump VFD drives, VFDs provided/installed by others
 - d. Re-connect DDC controls as needed for Chilled Water System control
2. (1) Chilled Water System Bypass Valve Controls – (behind Sheriff's Facility)
 - a. Provide NEW BACnet DDC controller and install as necessary
 - b. Provide the necessary rewiring and installation materials
 - c. Re-connect to system controls in CDC CEP
3. (1) Condenser Water System Controls
 - a. Provide NEW BACnet DDC controllers and install as necessary
 - b. Provide the necessary field control devices and sensors
 - c. Re-connect DDC controls to the Pump Motor Starters
 - d. Re-connect DDC controls as needed for Condenser Water System control
4. (1) Boiler & Hot Water System Controls
 - a. Provide NEW BACnet DDC controllers and install as necessary
 - b. Provide the necessary field control devices and sensors
 - c. Replace Actuators on existing Iso-Valves
 - d. Re-connect DDC controls to the Pump Motor Starters
 - e. Re-connect DDC controls as needed for Hot Water System control

v. Exclusions:

LAN or TCP/IP access for EMCS Web Services, Owner responsible to provide

Materials:	\$ 266,925
Labor:	\$ 81,000
Subcontract labor cost	\$ 35,000

4. Provide and Install four (4) variable frequency drives (50 hp) for cooling tower fans.
 Replacement of three (3) variable frequency drives (100 hp) for loop system

Materials:	\$ 60,200
Labor:	\$ 12,800

5. Replace chilled water and condenser water pump bearings and seals and repaired pumps.
 Provide test and balance.

Materials:	\$ 28,810
Labor:	\$ 9,100

6. Replace four (4) exhaust fans; two (2) in boiler room and two (2) in electrical room

Materials:	\$ 4,000
Labor:	\$ 2,000

7. Replace pressure gauges (filled with water) on all pumps and chillers (30)

- a. Replace temperature gauge on the (3) chiller condenser water and evaporator water (12)

Materials:	\$ 2,500
Labor:	\$ 1,000

8. Replace (3) channel refrigerant monitors and sensors

Materials:	\$ 8,365
Labor:	\$ 1,200

Service Proposal

9. Scope of Service: Replace two (2) Hot Water Boilers, two (2) Domestic Water Boilers, and one (1) Domestic Booster System And Associated Equipment

- **Install two (2) replacement Thermal Solutions Model EVS-1500 modulating vertical copper finned tube hot water boilers with the following features:**
 - Input of 1,500 MBH
 - Complete with operating and limit controls
 - Flow switch
 - Pressure and temperature gauge
 - Relief valve
 - Flame safeguard
 - Main and auxiliary gas valves
 - High and low gas pressure switches
 - Pilot gas valve and regulator
 - 1.5 hp 460/3/60 blower motor
 - Includes start up
- Replace gas pressure regulator, purge gas feed pipe with dry nitrogen and reconnect to new boiler
- Reconnect existing hot water supply and new piping to new boilers and leak test
- Reconnect to existing flue stack
- Replace all pressure gauges and thermostats
- Reconnect to existing electrical service
- Replace all thermal insulation in boiler room for hot water heating piping
- Perform factory start up and commissioning of boilers
- Replace hot water circulating pump bearing
- Pull and repair pump motors
- Replace motors and realign
- Replace pump pressure gauges
- Restart pumps
- Reconnect to existing building automation system
- Replace blocking valve actuators

Materials:	\$ 90,652
Labor:	\$ 29,285

- **Install two (2) new domestic water boilers Ajax Model B15G-Indoor with the following features:**
 - Heater type – Section IV 160 psi Copper Fin Water Heater
 - Heater size – 35 diameter, 54 height (without damper)
 - Heater input – 1,500,000 btu
 - Design Pressure – 160 psi
 - Design Temperature – 210°F
 - Damper – 16 inch
 - Fuel type – Natural Gas
 - Altitude – Sea Level
 - Control Option – CDS-1
 - Application Option – Domestic Water, ASME Section IV (HLW Stamp, 210°F Max)
 - Relief Valve – Watts 125PSI, 3/4"D 174A
 - Misc. Option – National Board Registration
 - Misc. Option – Draft Damper
- Replace in-line circulating pumps

Service Proposal

- Replace gas regulators – purge gas lines with dry nitrogen
- Replace hot water re-circulating pump
- Reconnect to existing hot water piping
- Pressurize and leak check
- Reconnect to existing electrical service
- Reconnect to existing gas piping
- Pressurize and leak check
- Install new barometric damper in flue and reconnect flue
- Reconnect to building automation system
- Replace blocking valve actuators
- Replace thermometers and gauges
- Replace all thermal insulation in mechanical room for domestic hot water
- Perform factory start up and commissioning of boilers
- Perform inspection test and balance of water flows

Materials: \$ 54,392

Labor: \$ 38,571

- **Install one (1) new domestic booster system TIGERFLOW Series ES-3000-V, Model TESV-7.5PC-A1-S4 UL/C—UL Listed engineered packaged triplex domestic water booster system consisting of:**
 - (3) Paco Series LC, Model 1070-7, cast iron, bronze fitted, mechanical seal, end suction pumps each close-coupled to a 7.5 hp, 3600 rpm, 460/3/60, odp energy efficiency motor (EISA Chart 12-11)
 - Condition Point – 99 gpm @147.3' tdh (each)
 - (3) 2" angle pattern, epoxy coated, combination pressure regulating and check valves
 - (1) 223 PRV and tank feed assembly
 - (6) 2" isolation lug style butterfly valves
 - (3) Non-electric combination temperature probe & purge assemblies with ½" PRV on purge line
 - (1) UL Listed, NEMA 4, TIGER'S EYE MARK II Series, solid state, power and control panel (Unless otherwise specified herein the system will have a short circuit rating of 2 kA RMS at 600 VAC.)
 - UL/C-UL 508 Label
 - Micro Controller
 - Memory – non-volatile – no battery backup required
 - Multi-level security passwords
 - Touch screen operator interface Model B-6 with 6" blue scale screen. Functions included:
 - Pressure sequencing with readout in psi
 - Suction and discharge pressure readout in psi
 - Event history log
 - Individual pump run indication
 - Hand-off-automatic selectors
 - Elapsed time meter
 - Low suction alarm with on-off time delays
 - Low system with on-off time delays
 - High suction "energy savings" shutdown with on-off time delays, enable/disable
 - High system alarm with on-off time delays
 - Automatic alternation of equal sized pumps

A Service Logic Company

Service Proposal

- 32-bit RISC micro-controller
- USB port
- RS-232, RS-485, RS-422 communication ports
- (3) Thru-door disconnects with individual motor circuit protection
- (3) FVNR magnetic starters with 3-leg overload protection
- (1) 24 volt UL/C-UL, CE Approved switching power sup
- (1) 120 volt fused control circuit transformer
- (1) Power on light
- (2) Common auxiliary alarm contacts
- (2) Panel mounted stainless steel pressure transducers [(1) suction, (1) discharge]
- (1 set) 4" stainless steel suction and discharge headers – grooved system connections – vertical mounted pumps
- (1) Steel system skid with all necessary pipe supports, tubing and wiring for complete package
- (1) Model Tf-185-E, 185 gallon, 200 # ASME Code, NSF bladder tank (adjacent mounting)
- Unit to be factory primed and painted with machine grade finish coat
- System to be completely, electrically, hydrostatically, and run tested before shipment
- All welding to be done by ASME Code Section 9 Certified welders
- Reconnect to existing electrical service
- Reconnect to existing domestic water piping
- Pressurize and leak check
- Perform factory start up and commissioning of pump system

Materials:	\$ 34,428
Labor:	\$ 17,785

10. Re-insulation of chilled water piping in the chiller plant (Master Insulation quote to complete time and material as listed)

- a. To re-insulate the chilled water in the chiller plant with Foamglass, with an all service jacket and to re-insulate all the pumps and chilled water equipment with ¾" thick Armaflex
- b. For kitchen and laundry room demolition and re-insulation of chilled water piping as well as domestic water piping (6,000 linear feet of domestic water piping)

Price:	\$ 220,881
---------------	-------------------

11. Sanders Brothers Electric Phase I.A. cost plus 5%

Materials:	\$ 35,000
Labor:	\$ 9,000

Sanders Brothers Electric Phase I.B. cost plus 5%

- Complete electrical per specifications and drawings
- Provide and install Cutler Hammer power equipment with copper bussing
- Provide and install three (3) Cummins transfer switches
- Provide and replace all major electrical equipment in basement, including all switch gear, panel boards, two (2) MCCs, two (2) AHUs, and cooling tower power equipment not to include kitchen or laundry. Includes permanent lighting, switches, and receptacles in main electrical, and two (2) main mechanical spaces. Includes permanent reconnection of existing lighting, to include stairwell. Includes lighting and receptacles in elevator pits if required. Includes temporary generators at front of building as was present recently.
- Fuel adder \$20,000.00 to be billed at cost plus 15%, up to \$20,000.00 maximum (county may wish to fuel)

Engineered Cooling Services
Building Efficiency and Sustainability

A Service Logic Company

Service Proposal

- Includes factory start up of all ATS
- Failed cables to be replaced at cost plus 15% if discovered

Price: \$ 495,000

12. Plumber to re-pipe gas piping to new boilers and domestic hot water heaters

Materials: \$ 2,500

Labor: \$ 5,000

13. Provide and replace air handling units #B1 and B2 back to original configuration

Materials: \$ 78,230

Labor: \$ 50,000

14. Provide test and balance of chilled water and hot water system

Price: \$ 25,000

Contingencies: \$ 100,000

Subtotal: \$2,014,364

TOTAL ALL SERVICES: \$2,114,364

Bond 2%: \$ 42,287

Grand Total: \$2,156,651

Additional charges may occur due to unforeseen circumstances.

Terms:

1. Warranty is 1 year parts and 90 days labor or as provided by the manufacturer of replaced equipment.
2. Proposal is for specified work only.
3. Proposal is subject to revision if not accepted within 30 days of receipt.
4. Proposal is subject to progress billing.
5. Payment terms are Net 30.

SUBMITTED BY: RAY RODRIGUEZ

ACCEPTED: _____

BY: _____

BY: _____

TITLE: EXECUTIVE VICE PRESIDENT

TITLE: _____

PHONE: 850-432-7856



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2828

County Administrator's Report 14. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/28/2012

Issue: Tethering Ordinance per Animal Services Advisory Committee Recommendation

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tethering Ordinance Per Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the recommendation of the Animal Services Advisory Committee (ASAC) to make no change to the current Tethering Ordinance.

BACKGROUND:

The Board of County Commissioners directed the Animal Services Advisory Committee (ASAC) to bring forth a decision regarding Tethering in the Animal Control Ordinance, Chapter 10, Article, 1, Section 10-16 Cruelty to Animals, Section 10-16 (f) (1). Several meetings have been held with ASAC with public input to discuss this issue and others. A final meeting was held Tuesday, June 12, 2012, for discussion and vote on this item, among others, to bring forth recommendations to submit to the Board of County Commissioners.

On September 1, 2011, a public hearing was held to discuss amendments to the Escambia County Animal Control Ordinance. The Board voted and approved all changes to the ordinance excluding Section 10-16 (f) (1). The issue was referred back to the ASAC to find a resolution. Division Manager Sandra Slay of Environmental Enforcement/Animal Control attended several ASAC meetings to address this issue. Both staff and the ASAC were able to reach a compromise on the issue.

The ASAC voted 5-2 in favor of keeping the language as is in the Escambia County Animal Control Ordinance, Chapter 10, Article 1, Section 10-16 (f) (1) of the original adoption by the Board of County Commissioners regarding Tethering.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will result from Board approval of this item.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board directed Department of Community Affairs staff to research and resolve this item in conjunction with the ASAC.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the Department of Community Affairs' Animal Services Division and the Corrections Department's Animal Control Division will continue to work with the ASAC in matters such as this one.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2794

County Administrator's Report 14. 2.

BCC Regular Meeting

Discussion

Meeting Date: 06/28/2012

Issue: Low Cost Spay/Neuter Eligibility Criteria per Animal Services Advisory Committee Recommendation

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Low Cost Spay/Neuter Eligibility Criteria Per an Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and the Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the recommendation of the Animal Services Advisory Committee (ASAC) to set the income guidelines at 175% of the Federal Poverty Level as one of the eligibility criteria for persons applying for services under the Low Cost Spay/Neuter Program.

2012 Federal Poverty Levels (gross yearly income)

Family Size	100%	133%	175%
1	\$11,170	\$14,856	\$19,548
2	\$15,130	\$20,123	\$26,478
3	\$19,090	\$25,390	\$33,408
4	\$23,050	\$30,657	\$40,338
5	\$27,010	\$35,923	\$47,268
6	\$30,970	\$41,190	\$54,198
7	\$34,930	\$46,457	\$61,128
8	\$38,890	\$51,724	\$68,058

BACKGROUND:

The Board of County Commissioners directed the Animal Services Advisory Committee (ASAC) to review the Federal Poverty Guidelines used to determine eligibility. Several meetings have been held with ASAC with public input to discuss this issue and others. A final meeting was held Tuesday, June 12, 2012 for discussion and vote on this item, among others, to bring forth recommendations to submit to the Board of County Commissioners.

The ASAC voted 6-1 in favor of utilizing the 2012 Federal Poverty Guidelines at 175% of inflation to determine eligibility for participation in the low cost spay/neuter program, and to review income guidelines annually each fiscal year.

BUDGETARY IMPACT:

The recommendation to allow the inflation formula regarding eligibility criteria should be considered to allow for a 133% inflation rate of the 2012 Federal Poverty Guidelines (Attachment "A") in lieu of the 175% inflation rate. Should the Board choose to adopt this proposal, it would be very close to the results of the analysis by staff of the 2010/2011 fiscal year applications approved for the low cost spay/neuter program. The chart shows the number of persons who received the service and the income levels approved. The 133% inflation formula would address this issue and not exclude anyone.

Analysis Fiscal Year 2010-2011:

Household Size	Annual Income (\$)	Number of Applicants
1	11,377.71	71
2	18,436.62	77
3	22,016.79	34
4	29,415.63	44
5	38,837.67	13
6	41,466.24	5
7	45,764.39	2

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will result from Board approval of this item.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board directed Department of Community Affairs staff to research and resolve this item in conjunction with the ASAC.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the Department of Community Affairs' Animal Services Division and the Corrections Department's Animal Control Division will implement the changes and continue to work with the ASAC in matters such as this.

Attachments

Attachment A - 2012 Federal Poverty Levels



2012 Federal Poverty Level

The benefit levels of many low-income assistance programs are based on these poverty guidelines. Find your family size and monthly or yearly income below to determine your FPL percentage category.

Note: Pregnant women count as two people for the purpose of this chart.

48 Contiguous States and the District of Columbia

Family Size	% Gross Yearly Income									
	25%	50%	75%	81%	100%	133%	175%	200%	250%	300%
1	\$2,793	\$5,585	\$8,378	\$9,048	\$11,170	\$14,856	\$19,548	\$22,340	\$27,925	\$33,510
2	\$3,783	\$7,565	\$11,348	\$12,255	\$15,130	\$20,123	\$26,478	\$30,260	\$37,825	\$45,390
3	\$4,773	\$9,545	\$14,318	\$15,463	\$19,090	\$25,390	\$33,408	\$38,180	\$47,725	\$57,270
4	\$5,763	\$11,525	\$17,288	\$18,671	\$23,050	\$30,657	\$40,338	\$46,100	\$57,625	\$69,150
5	\$6,753	\$13,505	\$20,258	\$21,878	\$27,010	\$35,923	\$47,268	\$54,020	\$67,525	\$81,030
6	\$7,743	\$15,485	\$23,228	\$25,086	\$30,970	\$41,190	\$54,198	\$61,940	\$77,425	\$92,910
7	\$8,733	\$17,465	\$26,198	\$28,293	\$34,930	\$46,457	\$61,128	\$69,860	\$87,325	\$104,790
8	\$9,723	\$19,445	\$29,168	\$31,501	\$38,890	\$51,724	\$68,058	\$77,780	\$97,225	\$116,670

Family Size	% Gross Monthly Income									
	25%	50%	75%	81%	100%	133%	175%	200%	250%	300%
1	\$233	\$465	\$698	\$754	\$931	\$1,238	\$1,629	\$1,862	\$2,327	\$2,793
2	\$315	\$630	\$946	\$1,021	\$1,261	\$1,677	\$2,206	\$2,522	\$3,152	\$3,783
3	\$398	\$795	\$1,193	\$1,289	\$1,591	\$2,116	\$2,784	\$3,182	\$3,977	\$4,773
4	\$480	\$960	\$1,441	\$1,556	\$1,921	\$2,555	\$3,361	\$3,842	\$4,802	\$5,763
5	\$563	\$1,125	\$1,688	\$1,823	\$2,251	\$2,994	\$3,939	\$4,502	\$5,627	\$6,753
6	\$645	\$1,290	\$1,936	\$2,090	\$2,581	\$3,433	\$4,516	\$5,162	\$6,452	\$7,743
7	\$728	\$1,455	\$2,183	\$2,358	\$2,911	\$3,871	\$5,094	\$5,822	\$7,277	\$8,733
8	\$810	\$1,620	\$2,431	\$2,625	\$3,241	\$4,310	\$5,671	\$6,482	\$8,102	\$9,723



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2829

County Administrator's Report 14. 3.

BCC Regular Meeting

Discussion

Meeting Date: 06/28/2012

Issue: Rabies Vaccine Administration per Animal Services Advisory Committee Recommendation

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rabies Vaccine Administration Per the Animal Services Advisory Committee Recommendation Regarding the Animal Services Division and the Animal Control Division - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the administering of the rabies vaccine and the associated sale of County license tags to persons eligible for services under the Low Cost Spay/Neuter Program.

This would require one additional full-time staff person (a Vet Tech) and the necessary increases in operating expenses. A conservative approximate cost is about \$45,000 (\$40,000 personnel costs). The Shelter's current staff includes a veterinarian position which is staffed with 2 part-time vets (equaling 1 full time position – 20 hours per week for each) and was established to support the surgeries associated with the Low Cost Spay/Neuter Program approximately 2 ½ years ago, and to provide limited Shelter wellness care for the animals housed within the facility. This program was not intended for the County to be the provider of the initial rabies vaccine or the sale of tags.

[Funding Source: unknown, currently not funded = \$45,000 approx.]

BACKGROUND:

The Board of County Commissioners directed the Animal Services Advisory Committee (ASAC) to review and bring forth recommendations regarding allowing rabies vaccines as part of the low cost spay/neuter program and associated sale of County animal licenses. Several meetings have been held with ASAC with public input to discuss this issue and others. A final meeting was held Tuesday, June 12, 2012, for discussion and vote on this item, among others, to bring forth recommendations to submit to the Board of County Commissioners.

The ASAC voted 4-3 in favor of the Animal Shelter Veterinarian administering the initial rabies vaccine and issuance of the County animal license as part of the low cost spay/neuter program.

BUDGETARY IMPACT:

Florida Statute 828.30 specifically states that a license veterinarian shall administer the rabies vaccine along with the completion of a signed rabies certificate, and the Escambia County Animal Control Ordinance, Section 10.8 (a) (b) requires a county license upon the administering of the vaccine. Historically, private practice veterinarians licensed in Escambia County have always provided this service which includes selling the tags for the County and remitting the tag sale revenue back to the County. The local veterinarians provide this service for the County at no cost. This allows the process of notification to pet owners for tag renewals and for the rabies booster vaccine required after the initial rabies vaccine, and other related services.

To implement this process would place an unanticipated burden on the already strained understaffed resources at the Shelter. This would require 1 additional full time staff person (a Vet Tech) and the necessary increases in operating expenses. A conservative approximate cost is about \$45,000 (\$40,000 personnel costs).

The Shelter's current staff includes a veterinarian position which is staffed with 2 part-time vets (equaling 1 full time position – 20 hours per week for each) and was established to support the surgeries associated with the low cost spay/neuter program approximately 2 ½ years ago, and to provide limited Shelter wellness care for the animals housed within the facility. This program was not intended for the County to be the provider of the initial rabies vaccine with the tag sale.

Representation from the Northwest Florida Veterinary Medical Society (NWFVMS) attended the meetings participating in regards to the administering of the rabies vaccine and County license tag sale. A proposal was offered for discussion to the ASAC from the Society that included:

#1 – The Veterinarian Society request to lower the income guidelines to reflect the 2012 Federal Poverty guidelines. (Attachment “A”)

#2 – Fifteen (15) local Veterinarians have agreed to waive the office visit for those persons who qualify for the Low Cost Spay/Neuter Program and continue to be the entity to administer the initial rabies vaccine. This would establish the individual with a local vet, annual tag renewal notification, and other services that are not provided by the Shelter. The proposal is shown as Attachment “B.”

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Board approval of this item would require the addition of at least one (1) additional staff person (veterinary technician or similar) at the Animal Shelter.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board directed Department of Community Affairs staff to research and resolve this item in conjunction with the ASAC.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Department of Community Affairs would coordinate with the Budget Division regarding position funding and implement the changes.

Attachment A - 2012 Federal Poverty Levels

Attachment B - Northwest Florida Veterinary Medical Association Response/Proposal



2012 Federal Poverty Level

The benefit levels of many low-income assistance programs are based on these poverty guidelines. Find your family size and monthly or yearly income below to determine your FPL percentage category.

Note: Pregnant women count as two people for the purpose of this chart.

48 Contiguous States and the District of Columbia

Family Size	% Gross Yearly Income									
	25%	50%	75%	81%	100%	133%	175%	200%	250%	300%
1	\$2,793	\$5,585	\$8,378	\$9,048	\$11,170	\$14,856	\$19,548	\$22,340	\$27,925	\$33,510
2	\$3,783	\$7,565	\$11,348	\$12,255	\$15,130	\$20,123	\$26,478	\$30,260	\$37,825	\$45,390
3	\$4,773	\$9,545	\$14,318	\$15,463	\$19,090	\$25,390	\$33,408	\$38,180	\$47,725	\$57,270
4	\$5,763	\$11,525	\$17,288	\$18,671	\$23,050	\$30,657	\$40,338	\$46,100	\$57,625	\$69,150
5	\$6,753	\$13,505	\$20,258	\$21,878	\$27,010	\$35,923	\$47,268	\$54,020	\$67,525	\$81,030
6	\$7,743	\$15,485	\$23,228	\$25,086	\$30,970	\$41,190	\$54,198	\$61,940	\$77,425	\$92,910
7	\$8,733	\$17,465	\$26,198	\$28,293	\$34,930	\$46,457	\$61,128	\$69,860	\$87,325	\$104,790
8	\$9,723	\$19,445	\$29,168	\$31,501	\$38,890	\$51,724	\$68,058	\$77,780	\$97,225	\$116,670

Family Size	% Gross Monthly Income									
	25%	50%	75%	81%	100%	133%	175%	200%	250%	300%
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2	\$315	\$630	\$946	\$1,021	\$1,261	\$1,677	\$2,206	\$2,522	\$3,152	\$3,783
3	\$398	\$795	\$1,193	\$1,289	\$1,591	\$2,116	\$2,784	\$3,182	\$3,977	\$4,773
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8	\$810	\$1,620	\$2,431	\$2,625	\$3,241	\$4,310	\$5,671	\$6,482	\$8,102	\$9,723

Response to the Escambia County Animal Control Proposal to Perform low cost Rabies Vaccines for qualifying participants.

The Northwest Florida Veterinary Medical Association would like to propose the following:

1. The income qualification limit for participants in the program be lowered to be inline with the national average. *(Family of 1 = \$10,890; 2 = \$14,710; 3= \$18,530; 4 = \$22,350). *Based on 2011 Poverty Guideline.

i. It is the feeling of the NWFMA that Escambia County not compete with the public sector but still provide a service for those that qualify.

2. A group of veterinarians have agreed to perform the rabies vaccine for people that have qualified for the low cost spay/neuter program without an exam fee. The client can then purchase the county tag when they bring the pet in for surgery. See attached list.

i. The county would approve the individual and supply that person with a certificate indicating that they have qualified for the program. The client would then bring the certificate into one of the participating hospitals for the rabies vaccine.

ii. This should benefit the participating individuals by limiting the travel time and distance that they have to travel to get the required rabies vaccine prior to having their pet altered.

iii. It also increases the chance that the individuals will have the rabies vaccine repeated when it is due again.

iv. This also allows veterinarians to have an opportunity to establish a doctor client patient relationship and educate the client as to other critical needs of the pet (i.e parvo vaccines, heartworm prevention) as well as provide information on possible zoonotic diseases that pets may transmit to humans.

3. Limiting the number of pets that an individual can qualify for the program.

i. It should not be the goal of the county to place multiple pets into a household that has limited capability of caring for them.

ii. The AVMA has established guidelines outlining the expectations of a responsible pet owner "**Guidelines for Responsible Pet Ownership**". See attached.

*Escambia County Veterinary Hospitals willing to participate in Rabies vaccine program for individuals that qualify for the low cost spay neuter program provided by the Escambia County Animal Control. Client will need to bring in proof of qualification at time of vaccination.

*As of 5/15/12. Additional names may need to be added to this list in future.

Hospital	Rabies Vaccine Fee (\$)	Waive Exam Fee (Y/N)
Airport Animal Hospital	15	Y
Brentwood Animal Hospital	15	Y
Chemstrand Oaks Veterinary Hospital	13.50	Y
Cordova Animal Hospital	15	Y
East Hill Animal Hospital	15	Y
Ferry Pass Animal Hospital	12.25	Y
Hillman Veterinary Clinic	12.50	Y
Lost Key Animal Hospital	15	Y
Pensacola Veterinary Hospital	20	Y
Pine Forest Animal Clinic	11.76	Y
Pine Meadow Veterinary Clinic	31	Y
Safe Harbor Animal Hospital	11	Y
Scenic Hills	20	Y
Westside Animal Clinic	15	Y

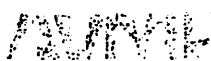
AVMA policy

Guidelines for Responsible Pet Ownership

(Oversight CHAB; EB approved 11/2011)

Owning a pet is a privilege and should result in a mutually beneficial relationship. However, the benefits of pet ownership come with obligations. Responsible pet ownership includes:

- Committing to the relationship for the life of the pet(s).
- Avoiding impulsive decisions about obtaining pet(s), and carefully selecting pet(s) suited to your home and lifestyle.
- Recognizing that ownership of pet(s) requires an investment of time and money.
- Keeping only the type and number of pets for which an appropriate and safe environment can be provided, including appropriate food, water, shelter, health care and companionship.
- Ensuring pets are properly identified (i.e., tags, microchips, or tattoos) and that registration information in associated databases is kept up-to-date
- Adherence to local ordinances, including licensing and leash requirements.
- Controlling pet(s)' reproduction through managed breeding, containment, or spay/neuter thereby helping to address animal control and overpopulation problems.
- Establishing and maintaining a veterinarian-client-patient relationship.
- Providing preventive (e.g., vaccinations, parasite control) and therapeutic health care for the life of pet(s) in consultation with, and as recommended by, its veterinarian.
- Socialization and appropriate training for pet(s), which facilitates their well-being and the well-being of other animals and people.
- Preventing pet(s) from negatively impacting other people, animals and the environment, including proper waste disposal, noise control, and not allowing pet(s) to stray or become feral.
- Providing exercise and mental stimulation appropriate to the pet(s)' age, breed, and health status.
- Advance preparation to ensure the pet(s)' well-being in the case of an emergency or disaster, including assembling an evacuation kit.
- Making alternative arrangements if caring for the pet is no longer possible.
- Recognizing declines in the pet(s)' quality of life and making decisions in consultation with a veterinarian regarding appropriate end-of-life care (e.g., palliative care, hospice, euthanasia).



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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2807

County Administrator's Report 14. 4.

BCC Regular Meeting

Discussion

Meeting Date: 06/28/2012

Issue: Tourist Development Tax - Tourist Development Council Recommendations

From: Wilson B. Robertson

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning Tourist Development Tax/Tourist Development Council Recommendations - Commissioner Wilson B. Robertson (NO BACKUP PROVIDED)

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2777

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 06/28/2012

Issue: Restricting Access to the Gulf of Mexico during DeLuna Fest Concerts

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Restricting Access to the Gulf of Mexico during DeLuna Fest Concerts

That the Board adopt a resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the DeLuna Fest series of concerts and restricting access to the Gulf of Mexico from 7:00 a.m. on Friday, September 21, 2012, until 5:00 a.m. on Monday, September 24, 2012.

BACKGROUND:

Five Flags Tourism Group, L.L.C., is promoting and hosting a series of concerts billed as "DeLuna Fest" on the Pensacola Beach portion of Santa Rosa Island. The concerts will be held from Friday, September 21, 2012, through Sunday, September 23, 2012. The concerts will take place on a portion of Pensacola Beach adjacent to the Gulf of Mexico and located proximate to the Casino Beach recreation area.¹

The Santa Rosa Island Authority and Five Flags anticipate a significant turnout for DeLuna Fest and are concerned that concertgoers may attempt to swim in the Gulf during and after the event. Furthermore, SRIA and Five Flags believe that some individuals may try to enjoy the event from personal watercraft anchored in the Gulf. Finally, the SRIA and Five Flags cautiously note that alcoholic beverages will be available at the concert, and believe that impaired concertgoers should not have access to the Gulf, particularly during the night concerts. For these reasons, both entities are requesting that the Board of County Commissioners restrict access to the Gulf of Mexico during DeLuna Fest by ordering the SRIA to post a series of warning signs and/or double red flags along the portion of the beach where DeLuna Fest will take place. The Board has the authority to order this action pursuant to its inherent police powers, its Chapter 125, Florida Statutes home rule powers, and through the statutory authority to post warning flags established by Section 380.276, Florida Statutes.

¹By SRIA policy, this portion of the beach includes the area of the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island shoreline and lying immediately adjacent to a portion of Santa Rosa Island that includes the area extending east from a point of one-hundred (100) yards west of Pensacola Beach Gulf Pier continuously to the eastern property boundary of the Pensacola Beach Hampton Inn, located at 2 Via De Luna.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Recommendation prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DeLuna Fest - Gulf Restrictions Resolution (2012)

RESOLUTION R2012 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RESTRICTING ACCESS TO THE GULF OF MEXICO ON A LIMITED PORTION OF SANTA ROSA ISLAND DURING THE DELUNA FEST CONCERT EVENT FROM 7:00 A.M. ON FRIDAY, SEPTEMBER 21, 2012, UNTIL 5:00 A.M. ON MONDAY, SEPTEMBER 24, 2012; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Five Flags Tourism Group, L.L.C. ("Five Flags") is promoting a series of concerts billed as "DeLuna Fest" on a limited portion of Santa Rosa Island from Friday, September 21, 2012, through Sunday, September 24, 2012; and

WHEREAS, the Santa Rosa Island Authority ("SRIA") and Five Flags anticipate a significant turnout for DeLuna Fest; and

WHEREAS, the SRIA and Five Flags also anticipate that some individuals may attempt to enjoy or otherwise access DeLuna Fest by anchoring a vessel in the Gulf Of Mexico waters immediately adjacent to the event; and

WHEREAS, many of the concerts will occur at night; and

WHEREAS, furthermore, alcoholic beverages will be available to concertgoers; and

WHEREAS, accordingly, in the interest of public safety, the SRIA and Five Flags are requesting that the Board of County Commissioners restrict access to those Gulf of Mexico waters immediately adjacent to the location of the DeLuna Fest event by ordering the SRIA to post a series of double red flags, warning flags, or any combination of both, at the location of the DeLuna Fest event; and

WHEREAS, the Board of County Commissioners finds that it has the authority to restrict access in this manner pursuant to its authority to post warning flags conferred by

Section 380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County as a political subdivision of the State of Florida; and

WHEREAS, the Board of County Commissioners further finds that restricting access to the Gulf of Mexico during DeLuna Fest advances the public health, safety, and welfare.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. LEGISLATIVE FINDINGS.

The Board of County Commissioners hereby declares that the aforementioned recital clauses constitute a declaration of its legislative intent in restricting access to the Gulf of Mexico during DeLuna Fest.

SECTION 3. RESTRICTION OF ACCESS TO GULF OF MEXICO.

(a) Subject to the limitations established by this resolution, the Board of County Commissioners declares that no individual may enter the Gulf of Mexico for the purpose of swimming, boating, fishing, or to engage in any other recreational or commercial activity during the DeLuna Fest series of concerts on Santa Rosa Island.

(b) This restriction shall commence at 7:00 a.m. on Friday, September 21, 2012, and shall terminate at 5:00 a.m. on Monday, September 24, 2012.

(c) This restriction shall only apply to the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island shoreline and lying immediately adjacent to a portion of

