

February 20, 2012

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Economic Development Transition Update (THURSDAY).

February 20, 2012

**ADMINISTRATIVE COMMITTEE**

1. Discussion of renewal of construction/demolition permit for Bluewater Holdings SRC, Inc.
2. Discussion of Memorandum of Understanding with United Peninsula Association, Inc. for FDOT Landscape Funding Grant for Garcon Point Road and US98.
3. Discussion of Summerwind Homeowners Association, Inc. concerns regarding noise ordinance and lease violations of the Navarre Beach Pier.
4. Discussion of request by Florida Department of Transportation to defer decision on Three Mile Bridge replacement funding until information presented to Florida-Alabama Transportation Planning Organization (TPO).
5. Discussion of use of Navarre Nature Walk Park by the Navarre Beach Area Chamber of Commerce for the annual Park Concert Series from 5:00 p.m. until 9:00 p.m. each of the following Thursdays:

May 24 and 31

June 7, 14, 21, and 28

July 5, 12, 19, and 26

August 2, 9, 16, 23, and 30

6. Discussion of Amendment to Agreement with The Nature Conservancy extending lease for office and grounds at 8831 Whiting Circle through June 30, 2012.
7. Discussion of two (2) proposals received for sale of former Chelsea Title property on south Willing Street.
8. Discussion of scheduling interviews with six (6) architectural firms for design and construction of Tiger Point Community Center.
9. Discussion of submission of application for 2012-2013 Coastal Partnership Initiative Grant for development of trail and other improvements at Bagdad Mill Site.

10. Discussion of closure of Church Street extension (north of Old Bagdad Hwy) and Henderson Drive from 7:00 a.m. to 4:00 p.m. March 17, 2012 for Bagdad Waterfronts Partnership annual St. Patrick's Antique and Arts Fair.
11. Discussion of draft Minimum Standard Requirements for Aeronautical and Business Activities and Airport Rules and Procedures for Peter Prince Airport.
12. Discussion of appointment of Alan Isaacson as District One member of Local Zoning Board.
13. Public Hearing items scheduled for 9:30 a.m. Thursday, February 23, 2012: None



SANTA ROSA COUNTY ENGINEERING  
**ENVIRONMENTAL DEPARTMENT**

6065 Old Bagdad Highway  
Milton, FL 32583  
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.  
County Engineer

Jerrel Anderson, P.E.  
Environmental Manager

June 23, 2010

Jeff L. Claunch  
Blue Water Holdings SRC, Inc.  
P.O. Box 362  
Fairhope, AL 36533

RE: Construction and Demolition Debris

Dear Mr. Claunch:

The purpose of this correspondence is to notify you that your current county permit needs to be renewed. Please complete the enclosed application along with the necessary documents and the \$250.00 permit fee, if you wish to renew your permit.

If you have any questions please feel free to call the office at 981-7135.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Anderson", with a long horizontal line extending to the right.

Jerrel Anderson, P.E.  
Environmental Manager  
Santa Rosa County

JA/tt

cc: Roger Blaylock, P.E.  
Keith Hussey

Enclosure

SANTA ROSA COUNTY

APPLICATION FOR A PERMIT TO DISPOSE

DATE: May 12, 2011

PERMIT #: \_\_\_\_\_

NAME OF BUSINESS: Blue Water Holdings SRC, Inc. PHONE#: 205-743-0080

RESPONSIBLE PERSON: Jeff L Claunch \_\_\_\_\_

BUSINESS ADDRESS: P O Box 362, Fairhope, AL 36533

NATURE OF BUSINESS: C & D Debris Disposal

PROPERTY OWNER(S): Blue Water Holdings SRC, Inc.

DISPOSAL SITE ADDRESS: 3/4 mile east of Jeff Ates Road, Santa Rosa County, FL

PROPERTY OWNER(S) #: 251-747-3210

TYPE OF PERMIT APPLYING FOR: (*check one*)

INITIAL APPLICATION FOR:

LAND CLEARING DEBRIS PERMIT (\$250)

CONSTRUCTION & DEMOLITION DEBRIS PERMIT (\$5,000)

RENEWAL APPLICATION FOR:

LAND CLEARING DEBRIS PERMIT (\$150)

CONSTRUCTION & DEMOLITION DEBRIS PERMIT (\$250)

**It is the responsibility of the applicant to see that all land use requirements with Planning & Zoning have been met.**

1. Give the exact location of disposal site: The portion South of the Gulf Power Right of Way of the East 1/2 of the NW 1/4 and the NE 1/4 of Section 27, Range 2N, Township 27W, Santa Rosa County
2. Attach proof of ownership of the disposal site and include a legal description of the property, fire suppression plan, and survey. If the disposal site is not owned by the applicant, attach a notarized letter of agreement from the property owner granting the applicant permission to use the property for disposal of said material(s). The owner's letter of permission shall also state the owner will comply with all Santa Rosa County ordinances pertaining to this permit. Santa Rosa County Ordinance Number 00-10, Section 7 (E), requires that the attached form, "Notice of Disposal" be completed and presented, including a copy of the permit, to the

Public Records Department of Santa Rosa County for recording on the disposal property deed.

Site Criteria Agreement

1. The Permittee for each special permitted site shall be responsible for:
  - a. Preventing public access and illegal dumping in the site.
  - b. Immediate removal to a County Landfill of any unauthorized material dumped onto the site.
  - c. Appropriate fire protection. No open burning shall be conducted at the disposal site without prior approval from the enforcement agency. The permittee shall be responsible for extinguishing any fires that occur at the disposal site. If the Solid Waste Department is requested by a Fire Department, the Health Department, the Department of Environmental Regulations, or any other proper authority to render aid in extinguishing a fire, the cost of such aid in personnel wages, equipment and supplies used shall be reimbursed by the permittee to the Solid Waste Department or other applicable agencies.
  - d. Litter control measures as required to prevent windblown litter onto adjacent property and/or as required by the Board.
  - e. Preventing any person, including subcontractors of the permittee, from the disposing of any solid waste in the permitted site without prior approval from the Board.
  - f. Ensuring that all debris shall be spread, compacted and covered with earth as specified by the health officer and/or enforcement agency.
  - g. Upon completion, expiration or revocation of the permit, ensuring that a two (2) foot solid cover of the earth shall be applied to the site.
  - h. Complying with all applicable federal, state and local regulations. Ensuring that all land use requirements have been met through the Planning & Zoning Department.
  - i. Disposal site property owners shall within thirty (30) days after the permit has been granted shall file or caused to be filed a copy of the permit in public records of Santa Rosa County.
  - j. Compliance with all pit safety requirements as described in Santa Rosa County Ordinances 98-13, 99-23, 03-31 and 07-16.

INDEMNITY AND HOLD HARMLESS AGREEMENT

- k. The Permittee undertakes to indemnify Santa Rosa County from any and all liability, loss or damage, Santa Rosa County may suffer as a result of claims,

demands, cost, fines, penalties, judgements, or corrective action against it arising out of the failure of permittee or those acting under the permittee to conform to the statues, ordinances, or other regulations or management permit. In addition, permittee undertakes to indemnify Santa Rosa County from any and all liability, loss or damage that Santa Rosa County may suffer as a result of claims, demands, costs, fines, penalties, judgements, or corrective actions against it arising out of Solid Waste Management permit, whether the liability, loss or damage is caused by, or arises out of, the negligence of Santa Rosa County or of its officers, agents, employees, or otherwise.

Permittee further undertakes to indemnify and hold harmless Santa Rosa County from any and all liability, loss or damage Santa Rosa County may suffer, including but not limited to any and all environmental impairment, such as soil, water, or air pollution, as a result of the operations carried out under this permit, and permittee accepts full responsibility for any and all corrective actions deemed necessary by any federal, state, local, or any other governmental authority.

Should it become necessary for Santa Rosa County, or someone on Santa Rosa County's behalf, to incur cost or expenses to retain the services of any attorney to enforce this agreement, or any portion thereof, permittee agrees to pay Santa Rosa County reasonable cost and attorney's fees thereby expended or for which liability in incurred.

Indemnify and hold harmless Santa Rosa County for any and all environmental impairment, i.e. soil, water and air quality as a result of operations carried out under this permit, and accept sole responsibilities for any and all corrective action deemed necessary by FDER, EPA or Santa Rosa County.

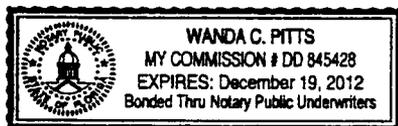
- 1. Any other provisions or conditions as specified by the permit.

I hereby acknowledge that any violations or failures to comply with the above criteria and agreement may result in revocation of my permit and/or subject me to prosecution for a misdemeanor of the second degree.

Club for Bluewater Holdings  
Signature of Permittee

6/2/11  
Date of Signature

SWORN TO AND SUBSCRIBE before me on this 2nd day of June, 2011.  
ID Shown: Alabama Driver license



Wanda C. Pitts  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is made this \_\_\_ day of February, 2012, by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "County" and the United Peninsula Association, Inc., a Florida corporation, hereinafter called "UPA".

**WHEREAS,** United Peninsula Association (UPA) solicited a Florida Department of Transportation (FDOT) Landscape Program Grant for landscaping improvements to the intersection of Garcon Point Road and Highway 98;

**WHEREAS,** FDOT awarded a \$50,000 grant requiring Santa Rosa County to be project sponsor through a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT);

**WHEREAS,** the County approved Resolution No. 2011 - 10 authorizing the execution of said JPA for the Highway 98 Roadside beautification project on February 24, 2011;

**WHEREAS,** the JPA between the FDOT and Santa Rosa County requires that Santa Rosa County agrees to maintain the project permanently and includes a required Maintenance Plan; and

**WHEREAS,** UPA has agreed to provide the required annual maintenance and associated costs of annual maintenance.

**NOW, THEREFORE,** it is hereby agreed between the parties as follows:

1. The County and UPA agree to the above provisions providing for the annual maintenance of the landscaping improvements to the intersection of Garcon Point Road and Highway 98 as set forth in the Maintenance Plan attached hereto as Exhibit A.
2. All costs associated with said maintenance will be provided by UPA.
3. This agreement is for routine maintenance of the improvements and does not include

costs or maintenance associated with repair of unexpected landscape damage from vehicle incursion, storm damage, flood, fire, or similar causes.

4. The parties shall, through their authorized officers, enter into this agreement in the form set forth herein.

**IN WITNESS WHEREOF**, this Memorandum of Understanding has been executed by and on behalf of Santa Rosa County and the United Peninsula Association, Inc., a Florida Corporation.

**SANTA ROSA COUNTY**

By: \_\_\_\_\_  
Jim Williamson, Chairman

**ATTEST:**

\_\_\_\_\_  
Mary Johnson, Clerk of Court

**UNITED PENINSULA ASSOCIATION, INC.**

By: \_\_\_\_\_  
Don Richards, President

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Hunter Walker**

**From:** Brad Palmer [BPalmer@tcgmt.com]  
**Sent:** Thursday, February 16, 2012 10:57 AM  
**To:** Hunter Walker  
**Cc:** pam.wingate@cox.net; laurieg@navarrelistings.com; ROBERT W BROWN  
**Subject:** RE: SRC Agenda  
**Attachments:** Pier\_Lease\_62510[1].pdf  
**To:** Hunter Walker

**From:** Brad Palmer, Community Association Manager,  
The Inn at Summerwind  
8577 Gulf Blvd.  
Navarre Beach, FL 32566  
850-585-3506

**Date:** 16 February 2012

**RE: Request and documentation for next County Commissioner Meeting**

The Inn at Summerwind Condominium Homeowners Association, Inc. requests that our concerns regarding the violation of both lease terms and noise ordinances of the Navarre Beach Pier operation be heard at your next available County Commissioner Meeting.

We submit for documentation that in the lease (attached) dated June 24, 2010 between Santa Rosa County and The Pier, Inc., SRC's tenant is clearly in violation of *at least* the following clauses and those violations clearly create a public nuisance:

**SECTION III – USE OF PROPERTY** specifically states what services SRC's tenant can provide at Navarre Beach Gulf Pier and that those services are specifically described as to being made available from the "pier store building". *Tenant blasts amplified music from its open deck area, an area that is not defined in this clause, and that amplified music is the source of many complaints. These documented and consistent complaints evidence an ongoing public nuisance.*

**SECTION VI – COMPLIANCE WITH LAWS** Amplified music from its deck is a violation of Santa Rosa County's noise ordinance. *That amplified music is clearly being considered offensive by the number of complaints received from its neighbors, complaints that we will submit into evidence.*

**SECTION X – PROHIBITED USES** which does not allow SRC's tenant to exceed the stated terms of Section III of executed lease. *If it is not spelled out in the lease and if SRC did not give "prior written consent", lessee cannot conduct certain business activity.*



Brad Palmer  
Property Manager

215 Grand Blvd. Suite 200  
Miramar Beach, FL 32550

Phone: 850-585-3506  
Fax: 850-515-0902  
Email / Website:  
[bpalmer@tcgmt.com](mailto:bpalmer@tcgmt.com)  
[www.TheContinentalGroupInc.com](http://www.TheContinentalGroupInc.com)

Our Mission..... The Continental Group is built on the principles of services, integrity and honest relationships with our employees, clients and suppliers. We bring pride to our job every day, conduct business through open and honest relationships, and are committed to consistently deliver what we promise.

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system. If you are not the intended recipient, you may not copy this message or disclose its contents to anyone. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by the sender.

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**From:** Hunter Walker [mailto:[HunterW@santarosa.fl.gov](mailto:HunterW@santarosa.fl.gov)]  
**Sent:** Tuesday, February 14, 2012 7:58 AM  
**To:** Brad Palmer  
**Subject:** SRC Agenda

Per your request to Commissioner Williamson, please forward any agenda item with documentation to me at the above email or contact me at (850) 983-1877.

Hunter Walker  
County Administrator

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592



JIM WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W. D. "DON" SALTER, District 3  
JIM MELVIN, District 4  
R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator  
ANGELA J. JONES, County Attorney  
JOEL D. HANFORD, OMB Director

February 16, 2012

Via Email and First Class Mail

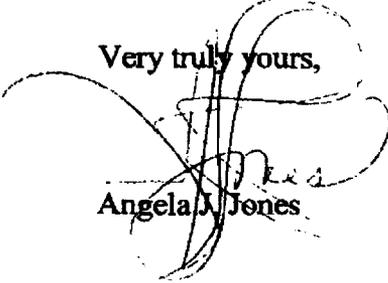
Ms. Dorothy Slye  
The Pier, Inc.  
1804 Prado Street  
Navarre, Florida 32566

Re: Conditions under and around the pier

Dear Ms. Slye:

Recently, several conditions under and around the pier have been brought to my attention. These conditions are not covered by your management agreement with the county nor have they been approved by the Board of County Commissioners. Specifically, the lighted volleyball areas, the children's play equipment and picnic tables are located beyond the area you manage. Additionally, it would appear that underneath the pier is being used as a storage area. Unless authorized by the board of county commissioners in a meeting, the items either stored or discarded under the pier need to be removed, as do the volleyball areas, play equipment and picnic tables.

Very truly yours,

  
Angela J. Jones

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February 13, 2012

Mr. Hunter Walker, Administrator  
Santa Rosa County

**Delivered Via Email & Fax**

Dear Mr. Walker:

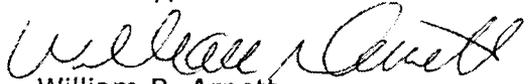
The Navarre Beach Area Chamber of Commerce is making plans for our annual Thursdays in the Park Concert Series. As you are aware, the event is enjoyed by thousands of local residents and visitors to Santa Rosa County each summer.

The Chamber of Commerce requests use of Navarre Park during the dates shown below from 5:00 pm – 9:00 pm.

**Thursday Concert Dates:** May 24, May 31, June 7, June 14, June 21, June 28, July 5, July 12, July 19, July 26, August 2, August 9, August 16, August 23 and August 30.

We utilize the existing stage, as well as the grass areas west and south of the visitor information center. The event does not require use of any pavilions in the park. The Chamber will secure off duty sheriff's deputies for each show to provide safe passage for attendees across Highway 98, as well as general security in the park during the concert. Further, the Chamber secures special event liability insurance for each concert.

We appreciate your consideration and partnership. Please let me know if you require any additional information.

Sincerely,  
  
William R. Arnett  
President & CEO

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**AMENDMENT TO  
LEASE AGREEMENT**

This amendment is hereby entered into between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, hereinafter "Lessor," and **THE NATURE CONSERVANCY**, a non-profit organization, hereinafter "Lessee".

**WITNESSETH:**

**WHEREAS**, the Lessor and Lessee entered into an agreement dated March 1, 2007 (Agreement) for the lease of the house and grounds located at 8831 Whiting Circle.

**NOW, THEREFORE**, the Lessor and Lessee, hereby agree to the following:

1. The Agreement is extended June 30, 2012.
2. All other terms and conditions of the Agreement, except as duly modified by this amendment, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have signed this amendment as of the \_\_\_\_\_ day of February, 2012.

**LESSOR: SANTA ROSA COUNTY**

By: \_\_\_\_\_  
Jim Williamson, Chairman

ATTEST:

By: \_\_\_\_\_  
Mary M. Johnson, Clerk of Circuit Court

**Hunter Walker**

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**From:** Merry Beth Andrews  
**Sent:** Monday, February 06, 2012 11:57 AM  
**To:** Hunter Walker  
**Subject:** FW: Request to amend office lease

For your info, this is an explanation of the request for an extension of the lease until June 30, 2012. MB

*Merry Beth Andrews, Paralegal*  
 SANTA ROSA COUNTY  
 6495 Caroline Street, Suite C  
 Milton, Florida 32570  
 (850)983-1857  
 (850)981-8808 - Fax

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**From:** Kelli Flournoy [mailto:kflournoy@tnc.org]  
**Sent:** Monday, February 06, 2012 11:40 AM  
**To:** Merry Beth Andrews  
**Subject:** RE: Request to amend office lease

Forgive me for not stating the reason in my first email. You may recall the discussion surrounding executing the amendment in December concerning transition/transfer of the lease to the Longleaf Alliance. The Conservancy attempted to put in language indicating the partnership and intention of the Conservancy transitioning the current program, office and responsibilities to the Longleaf Alliance the coming summer.

The Conservancy and Longleaf Alliance have moved forward with the transition plan and working diligently to bring it to fruition. Since the Conservancy anticipates to fully transition the Ecosystem Restoration Team, equipment, etc. by July 1, the Conservancy will not need to extend the lease beyond June 30.

Longleaf Alliance will need to smooth the way with Santa Rosa County to see about assuming the lease on July 1. Vernon Compton informed me he will begin these conversations and work to have the lease in place after the Conservancy's ends. The Conservancy will be working closely with the Longleaf Alliance and keep Santa Rosa County aware of changes as they occur.

I hope this information helps and if you have any further questions –feel free to call or email me.

Thanks,

Kelli

Please consider the environment before printing this email

---

**Kelli Flournoy**  
*Operations Coordinator*

kflournoy@tnc.org  
 (850) 643-2756 Ext. 214 (Phone)  
 (850) 643-5246 (Fax)  
 kel.flournoy (Skype)

**The Nature Conservancy**  
**Northwest Florida Programs**  
 10394 NW Longleaf Drive  
 Bristol, FL 32321



2/6/2012

**BID OPENING  
February 14, 2012  
Milton, Florida**

Present: Procurement Officer; Budget Analyst II; and Tom Collins representing Santa Rosa County Public Works. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open bids for Aluminum Culverts, Sale of Property-Chelsea Title Building, Mosquito Fog Truck; and request for qualifications for Storm Debris Removal Services. Bids and qualifications were received from the following:

**Aluminum Culverts:**

- |                                        |                  |
|----------------------------------------|------------------|
| 1. Gulf Atlantic Culvert Co, Inc.      | Detailed Pricing |
| 2. Contech Construction Products, Inc. | Detailed Pricing |

**Sale of Property - Chelsea Title Building:**

- |                                  |             |
|----------------------------------|-------------|
| 1. Cassida Construction Co., LLC | \$31,500.00 |
| 2. Michael Rinaldi, D.O., FAOCO  | \$25,000.00 |

**Mosquito Fog Truck:**

No Response

**RFQ-Storm Debris Removal Services:**

- |                                                    |                       |
|----------------------------------------------------|-----------------------|
| 1. EUTAW Construction Company, Inc.                | Qualifications        |
| 2. Byrd Brothers Emergency Services, LLC           | Qualifications        |
| 3. Crowder Disaster Recovery                       | Qualifications        |
| 4. Holliday Construction, LLC                      | Qualifications        |
| 5. Bergeron Emergency Services                     | Qualifications        |
| 6. TAG Grinding Services, In.                      | Qualifications        |
| 7. CERES Environmental                             | Qualifications        |
| 8. OMNI Pinnacle, LLC                              | Qualifications        |
| 9. Roads, Inc. of NWF                              | Qualifications        |
| 10. J.B. Coxwell Contracting, Inc.                 | Qualifications        |
| 11. D&J Enterprises, Inc.                          | Qualifications        |
| 12. Unified Recover Group, LLC                     | Qualifications        |
| 13. Pensacola Environmental Services, Inc.         | Qualifications        |
| 14. Panhandle Grading & Paving, Inc.               | Qualifications        |
| 15. Milligan Ford Unlimited, Inc.                  | Qualifications        |
| 16. Sweat, LLC                                     | Qualifications        |
| 17. Crowder Gulf                                   | Qualifications        |
| 18. Cason Environmental & Demolition Services, LLC | Qualifications        |
| 19. Phillips and Jordan, Inc.                      | Qualifications        |
| 20. DRC Emergency Services, LLC                    | Qualifications        |
| 21. AshBritt Environmental                         | <u>Qualifications</u> |

## Michael Jon Rinaldi, D.O., FAOCO

---

7751 Riverlanding Drive Milton, FL 32583  
3754 Hwy 90 Suite, 300 Pace FL 32571  
150 East Redstone Ave. Suite B Crestview, FL 32536  
Phone: (850)983-7778 Fax: (850) 983-7785

Otolaryngology  
Head & Neck Surgery  
Facial Plastic Surgery

Audiology Services  
Surgical Hair Restoration

1/21/12

Orrin Smith  
Procurement Department  
6495 Caroline Street  
Suite G  
Milton, FL 32570  
ph# 850-983-1870  
fax#850-983-1918

Re: Chelsae Building/Willing Street

Dear Mr. Smith,

Thank you for your help and information regarding the Chelsea Building on Willing Street in down town Milton. I would like to make an offer to the County Commissioners for \$25,000.00 towards the aquisition for the Chelsea Building.

Please forward this information to the Santa Rosa Board of County Commissioners. Thank you very much for all your help, I greatly appreciate your assistance. Please feel free to call if any questions.

My warmest regards,



Michael J. Rinaldi, D.O., FAOCO



***Cassida Construction Co., LLC***  
**4240 Berryhill Road, Pace, FL 32571 850-995-6153 fax 850-994-1548**

February 14, 2012

Santa Rosa County  
Procurement Department  
6495 Caroline Street  
Milton, FL 32570  
Attn: Orrin L. Smith

Mr. Smith,

We would like to submit a formal proposal to purchase the property, locally known as the Chelsea Title Building, located at 5210 Willing Street in Milton, Florida.

**Our total bid is: \$31,500** (Thirty-one thousand five hundred dollars)

We would like to move our construction company office to this location after a major renovation. This would just be offices, not warehouse or other outside storage. We already have a warehouse located in Milton. Our company is growing and we need the room for expansion. In the last two months we have hired an additional six full time people from the Milton area. Also, our office staff is only two people right now, maybe a third in the near future, so we wouldn't strain already limited parking in the area.

Thank you for your consideration,

  
Louis Cassida

1/12/12

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**Administrative Committee – Williamson & Cole**

1. Recommend staff develop proposed guidelines for use during Board of County Commissioners meetings.
2. Recommend renewal of lease with Navarre Beach Area Chamber of Commerce for office space in Visitor Information Center.
3. Recommend staff review land development code regarding protection of waterways as recommended by Marine Advisory Committee.
4. Recommend payment to City of Milton in the amount of \$34,877 for milling, resurfacing, and striping of County maintained Canal Street currently included in CDBG project.
5. Recommend contract with Florida Department of Economic Opportunity CDBG 2008 Disaster Recovery Enhancement Grant in the amount of \$221,583.12 for expansion of wastewater lines in Bagdad.
6. Recommend increase to engineering contract with Kenneth Home and Associates, Inc. in the amount of \$28,850 for expansion of wastewater lines in Bagdad funded by CDBG Disaster Recovery Enhancement Grant.
7. Recommend increase to administrative services contract with Jones-Phillips and Associates, Inc. in the amount of \$14,899 for expansion of wastewater lines in Bagdad funded by CDBG Disaster Recovery Enhancement Grant.
8. Recommend accepting proposals from following architectural firms for design services for Tiger Point Community Center and schedule interviews in mid-February:
  - Sam Marshall Architects
  - Quina Grundhoefer Architects
  - STOA Architects
  - Bay Design Associates Architects
  - Hernandez Calhoun Design International
  - Caldwell Associates Architects, Inc.
9. Recommend scheduling interviews with following architectural firms for design services for Navarre Beach Amphitheater on Thursday, February 9, 2012 beginning at 1:30 p.m.:
  - Sam Marshall Architects
  - Quina Grundhoefer Architects
  - Bullock Tice Architects
  - Hernandez Calhoun Design International
  - DAG Architects, Inc.
  - Caldwell Associates Architects, Inc.



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# Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Coordinator

6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

## MEMORANDUM

**TO:** Hunter Walker  
**DATE:** February 14, 2012  
**FROM:** Sheila Harris  
**RE:** 2012-2013 Coastal Partnership Initiative Grant

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At the January 26<sup>th</sup> meeting, the Board approved development of a grant application for Bagdad Mill Site improvements through the Coastal Partnership Initiative Program. A summary of the application is described below. Notification of funding is expected to occur in the spring or summer of 2012.

Project: Bagdad Mill Site Passive Park & Trail Loop: Phase II Construction

CPI Initiative Priority Area: Access to Coastal Resources

Grant Request: \$ 30,000

Grant Match: \$ 30,000

Match Source: District II Recreation Reserves

Project Description: The \$ 30,000 grant award would be used to supplement other available funds from the Tourist Development Council for trail development and other grants as awarded to complete infrastructure improvements currently estimated at \$400,000 necessary to open the park to the public.

Board approval is needed to submit the application and for signatures of all applicable documents. Please place this item on the February 20, 2012 Board of Commissioner's agenda.

**Hunter Walker**

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**From:** Richard Lewis [bettyrichardlewis@mchsi.com]  
**Sent:** Thursday, February 16, 2012 11:30 AM  
**To:** Hunter Walker  
**Subject:** Closing of Church Street (extended) and Henderson Lane for March 17 St. Patrick's Day Faire  
Mr. Walker,

I would like to request in the name of the Bagdad Waterfronts Florida Partnership, Inc., that the SR County Commission grant us permission on March 17 from 7 am until 4 pm to temporarily close off the portion of Church Street (extended) and a part of Henderson Lane, both bordering on the Allen and Walsh properties. This request is in the interest of the safety of participants attending the Bagdad Waterfronts-sponsored St. Patrick's Day Arts and Antiques Faire on March 17, St. Patrick's Day. We will provide access to any residents living on those two streets (the only residents involved are the Allens and Walshes, all of whom are participating in the preparations for the St. Patrick's Day Faire.) We have obtained liability insurance to cover the event.

I would also like to request the assistance of Steven Furman, or appropriate members of his staff, to assist with the provision and placement of barriers appropriate to prevent entrance and egress from Old Bagdad Highway and Forsyth Street. They have been very helpful in the past. I would be glad to call Steven after appropriate action on your part and approval by the Board of County Commissioners. Thank you for your help and for all the help you have provided to Waterfronts in the past.

Richard Lewis

**PETER PRINCE AIRPORT  
SANTA ROSA COUNTY, FLORIDA**

**MINIMUM STANDARD REQUIREMENTS  
FOR AERONAUTICAL BUSINESS ACTIVITIES**

*DRAFT*

**OCTOBER 2006**

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# 1 INTRODUCTION

The use and leasing of public airport facilities is a complex process in which consideration must be given to compliance with various federal and state policies and requirements. Federal and State documents that provide guidance and compliance requirements for using and leasing airport facilities, include:

- FAA Federal Grant Assurances
- FAA Order 5190.6A, Airport Compliance Requirements
- FAA AC Order 5100.38C , Airport Improvement Program Handbook
- FAA AC 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
- Florida State Statutes 330-333

These documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements. Additionally, local legal counsel should review any legally binding agreement prior to execution.

This document presents Minimum Standard Requirements for Aeronautical Business Activities at Peter Prince Airport. Minimum Standards are defined by the Federal Aviation Administration (FAA) as the “qualifications which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. “ Accordingly, minimum standards should provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities. In essence, minimum standards establish base line, or “minimum”, requirements and qualifications to ensure a safe and specified level of service for the community, as well as fairness and consistency in the leasing of airport facilities.

## 1.1 STATEMENT OF POLICY

Santa Rosa County, the owner and operator of Peter Prince Airport, has established the “Minimum Standard Requirements for Aeronautical Business Activities” policy, which is detailed in this document. As stated in the Introduction, Minimum Standards describe the minimum threshold entry requirements for those wishing to provide aeronautical services to the public at Peter Prince Airport. These Minimum Standards are intended to ensure that a high level of service is offered to the public at Peter Prince Airport, as well as to discourage substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Peter Prince Airport patrons. Additionally, Santa Rosa County is sensitive to the safety considerations arising from the Airport’s close proximity to NAS Whiting Field and Eglin Air Force Base. Nearby restricted airspace and significant levels of military flight training activity were taken into consideration in the development of these Minimum Standard Requirements.

In accordance with State and Federal policy, regulation and grant assurances, it is the County’s desire to establish a fair and consistent mechanism for the leasing of facilities and the provision of aeronautical services at Peter Prince Airport. Without discrimination, a fair and reasonable opportunity shall be accorded to all applicants to qualify, or otherwise compete for available airport space and the providing of selected aeronautical services. However, all shall be subject to the Minimum Standards and Airport Rules and Regulations established by Santa Rosa

County, and set forth herein. All operators will be encouraged to exceed minimums. *None will be allowed to operate under conditions which do not meet minimum requirements.*

A written agreement between Santa Rosa County and the operator is a *prerequisite* to tenancy on the airport and must precede the commencement of any operation. No written agreement will be for exclusive aeronautical activity on the Airport. All who qualify under the minimum standards will be afforded an opportunity to locate on airport property, as long as the physical infrastructure of the Airport can support such activity. Location of any operator, building, hangar or any other structure shall meet FAA and Florida Department of Transportation (FDOT) standards and regulations and shall be at the discretion of the Santa Rosa County Engineering Department, consistent with the orderly and safe operation of the Airport.

## 2 DEFINITIONS

**Aeronautical Activity** – Any activity conducted at airports which involves, makes possible, or is required for the operation of any type of aircraft. This includes repair, cleaning, modification, painting, repair or overhaul of aircraft parts, components or accessories, or any other activities that are related to the maintenance or use of aircraft. Aeronautical activities include, but are not limited to, the following:

- A. Aerial Application
- B. Aerial Photography or Surveying
- C. Aircraft Charter and Air Taxi Service
- D. Aircraft Flight Training Service
- E. Aircraft Rental Services
- F. Aircraft Sales and Service
- G. Aircraft Washing and Cleaning Services
- H. Airframe and Power plant Repair and/or Overhaul
- I. Banner Towing and Aerial Advertising
- J. Radio, Instrument, or any type of Electronic/ Electromechanical Avionics Device Sales and Service
- K. Propeller Repair or Overhaul Service
- L. Sale of Aircraft Storage and Tie-Down Space
- M. Sale of Aircraft Parts
- N. Sale of Aviation Petroleum Products
- O. Any other activity Directly or Indirectly related to Aircraft Activity

**Aeronautical Service** - any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease from the airport owner to provide such service.

**Airport** - means the Peter Prince airport, and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified

**County Engineering Department** – The Santa Rosa County Engineering Department, which serves the role of Airport Manager for Peter Prince Airport.

**Employee** – A salaried person employed by a tenant on a full-time 40 hour per week basis.

**FAA** – Federal Aviation Administration

**FAR** - Federal Aviation Regulation

**Fixed Base Operator (FBO)** - any aviation business duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities at the airport under strict compliance with such agreement and pursuant to these regulations and standards.

**Flying Club** - a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See the Section 10 of the Airport Rules and Regulations for requirements.

**Fuel** - As defined in an operator's lease agreement.

**Fueling Operations** - the dispensing of aviation fuel into aircraft.

**Fuel Vendor** - an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity

**Fueling Operations Permit** - a permit issued by the airport manager to a person or entity that dispenses aviation fuel at the Airport.

**Independent Contractor** – A person contracted by a tenant on a full or part-time basis, who is not salaried, but is paid by prior arrangement for work performed. An independent contractor has his own tools and equipment and sets his own hours.

**Landside** - all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic.

**Leased Aircraft** – Aircraft leased in writing to a single lessee for a minimum of six months, during which the aircraft may not be rented, released or used by the owner during the term of the lease. Such aircraft shall be for the exclusive use of and under the exclusive control of the lessee. Aircraft leased in this manner may be maintained by the lessee, according to the requirements contained in the Airport Rules and Regulations and Minimum Standards.

**Minimum Standards** - the Minimum Standard Requirements for Aeronautical Business Activities, which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. All operators will be required to meet these minimum standards and be subject additionally to all applicable Federal, State, County, Municipal and/or City Ordinances, and especially the document entitled "Airport Rules and Regulations", as adopted by Santa Rosa County.

**NOTAM** - Notice to Airmen published by the FAA.

**Operator** – Any individual or group of individuals, firm, company, corporation, joint venture, partnership or other such similar legal entity engaging in any business or commercial aeronautical activity on the airport. An operator may be classified as either a Fixed Base Operator (FBO) or a Specialty Shop Operator.

**Ramp Privilege** - means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

**Rental Aircraft** – Aircraft that can be leased orally or in writing to more than a single lessee, or for less than six months. Aircraft leased/rented in this manner shall not be maintained by the lessee.

**Self-fueling operator** - a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person.

**Specialty Aviation Service Operation (SASO)** – An aeronautical business providing services or products to the public, but limited in scope of activities. A Specialty Shop Operator may provide the following:

- A. Avionics Repair/ Installation
- B. Propeller Service and Overhauls
- C. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
- D. Airframe Painting
- E. Exterior Cleaning and Waxing
- F. Engine Parts Sales
- G. Aircraft Sales
- H. Aircraft Rental/Flight Training
- I. Aircraft Charter/ Air Taxi Service
- J. Sightseeing Flights
- K. Aerial Photography/ Surveying
- L. Aircraft Insurance
- M. Air Ambulance Service
- N. Aerial Advertising/ Banner Towing
- O. Power Line/ Pipe Line Patrol

**UNICOM** - a non-governmental communication facility which provides airport advisory information

### **3 LEASE APPLICATION PROCESS AND QUALIFICATIONS**

Any individual, firm or corporation wishing to lease facilities at Peter Prince Airport are required to submit to the Santa Rosa County Engineering Department a written application containing, at a minimum, the following items:

1. Intended Scope of Activities (Business Plan) including the following items:
  - a. All services to be offered
  - b. Amount of land required for the operation
  - c. Building space to be constructed or leased
  - d. Number and types of aircraft to be involved in the operation
  - e. Equipment and special tooling to be provided
  - f. Number of employees/ independent contractors
  - g. Periods of operation (days and hours)
  - h. Amounts and types of insurance coverage to be maintained (reference Section 3.1)
  - i. Short resume for each of the owners and financial backers
  - j. Short resume of the manager of the business (if different from owner and/or financial backer) including this person's experience and background in managing a business as is being proposed to serve the Airport
  - k. Methods to be used to attract new business (advertising and incentives)
  - l. Proposed name of the business
  - m. Date of commencement
2. Financial Responsibility – The prospective operator must demonstrate financial responsibility and capability to initiate the desired aeronautical activity into operation. This may include current financial statements prepared and certified by a Certified Public Accountant and/or a current credit report for each party owning or having a financial interest in the business and a credit report on the business itself, covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
3. A listing of assets owned, or being purchased, or leased which will be used in the business on the Airport.
4. The signatures of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
5. The name, telephone number and address of the primary contact person.
6. An agreement to provide a bond or suitable guarantee of adequate funds to Santa Rosa County to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
7. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The

applicant will execute such forms, releases, or discharges as may be required by those agencies.

8. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate Lease Application Review procedures and all County requirements.
9. Proof (copy of insurance company letter of intent) of required liability coverage as described in section 3.1.
10. Miscellaneous Requirements
  - a. The operator will lease available space, construct or purchase adequate facilities for the type of service to be rendered.
  - b. All rates and charges will be equally and fairly applied to all users of services.
  - c. The operator will understand, accept and abide by the Airport Rules and Regulations, the Minimum Standards, all Federal, State, County and Municipal Rules and Regulations.
  - d. The operator shall not sublease or sublet any premises leased from the County of Santa Rosa without prior written approval of the County.
11. Any other information as requested by the County Engineer

### **3.1 INSURANCE REQUIREMENTS**

The operator is required to maintain minimum insurance to protect the operator and Santa Rosa County from the normal insurable liabilities that may be incurred by the operator in its operation at the Airport. In the event such insurance as required by these minimum standards shall lapse, the County reserves the right to obtain such insurance at the operator's sole expense.

The following types and minimum amounts of insurance coverage shall be carried by all operators at the Airport:

1. Property and Casualty Insurance – Against all structures and improvements, not owned by the County, due to fire, lightning, windstorm and all other perils normally included in standard extended coverage policies. All policies shall be in amounts of not less than ninety percent (90%) of replacement value.
2. Comprehensive General Public Liability Insurance – Against claims for bodily injury, death or property damage occurring on, in or about the operator's premises on the Airport. This coverage shall be for not less than one million dollars (\$1,000,000) combined single limit coverage or higher as required by specific lease contract.
3. During any Period of Construction on the Operator's Premises – A builder's risk completed value with an all-risk endorsement and an owner's and contractor's protective policy in the minimum amounts determined by the County Engineering Department.
4. Dependent on the nature of the aeronautical activity to be conducted by the operator, additional types of insurance coverage such as the following, *inter alia*, shall be carried by the operator:

- a. Aircraft Liability
- b. Hangar Keeper's Liability
- c. Product Liability

The County Engineer retains the right to review and approve the types and amounts of insurance to be carried by the operator. For each type of insurance required to be carried, no less than one million dollars (\$1,000,000) coverage per accident/occurrence per type of insurance shall be required.

## **4 LEASE APPLICATION REVIEW AND ACTION**

All airport facility lease applications, or the assignment of existing airport leases, will be reviewed by the Santa Rosa County Engineering Department within 90 days of receipt. Applications will be reviewed based on the "Lease Application Process and Qualification" requirements described in Section 3. A background investigation may be performed to review applicants' criminal history, immigration status, credit worthiness and past business performance. All fees for the background investigation shall be the responsibility of the applicant(s). Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Santa Rosa County.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing fixed base operator area, or will result in depriving, without the proper economic study, an existing fixed base operator of portions of its leased area in which it is operating.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other Rules and Regulations applicable to this or any other Airport.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport.
10. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the County Engineer to provide and maintain the business to which the application relates and to promptly pay amounts due under the lease.

11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
12. The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.

#### **4.1 GENERAL LEASE CLAUSES**

Upon review of the lease application for services and determination that it meets the minimum standards and requirements as outlined previously, a lease will be developed that shall include several general lease clauses. Specifically, all lease agreements between the County and a prospective operator shall include, but not be limited to, the following provisions as required by Federal, State and local governments:

1. Fair and Anti-Discriminatory Provisions
2. Civil Rights Assurances
3. Minority Assurances
4. Non-Exclusivity Provisions
5. Indemnity to Hold Harmless Clause
6. Other Mandated Provisions, as well as Standard Lease Clauses
7. Length of Term or Agreement Clause
8. A Reasonable Fee to be Paid to the County. This rate is negotiable and may be based on fuel flowage, percentage of sales or other systems as deemed appropriate and agreed to by the County and the operator.
9. A Provision for a Performance Bond
10. A Provision of Documentary Evidence of Insured State
11. A Provision of Documentary Evidence of Appropriate Licensure and Certification for Work Proposed.
12. A Provision for Written Approval prior to Subleasing by the Operator.

## **5 MINIMUM STANDARDS FOR ALL AIRPORT SERVICE PROVIDERS (FBO'S AND SASO'S)**

All Airport Service Providers must operate in a manner that best services the public's needs. Following are standard requirements that must be fulfilled by the operator/Lessee in order to maintain the level of service that Santa Rosa County wishes to provide to the public. Adherence to these standards is required of all airport service providers.

1. Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
2. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.
3. Lessee shall at all times comply with the Airport Rules and Regulations, Minimum Standards and all other Federal, State, County and Municipal Regulations.
4. All Fixed Base Operators and Airport Tenants shall conform with and by all rules and regulations of the FAA, FDOT, and Santa Rosa County.
5. During the term of the Agreement, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of size, shape and design, and at a location or locations approved by Lessor and in conformation with the County Ordinance and any overall directional graphics or sign program established by Lessor. However, no sign shall violate FAR Part 77 specified surfaces or degrade the level of illumination of airfield navigational and guidance systems, or impact pilot night vision operations, as determined by the FAA and/or the County Engineer. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises at the expiration of the term of the Agreement.
6. It is not the intent of any County agreement to grant a Lessee the exclusive right to any or all of the service described herein at any time during the term of the Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:
  - a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport

- b. Following the official date of adoption of these standards, operators of aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, or terms and conditions which are more favorable than those adopted in the County's current lease policy; and it will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport except under an approved lease or operating agreement.
7. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
8. The Lessee shall satisfy the County as to the Lessee's technical and financial ability to perform the services of proposed operation before and during the term of the lease of Airport property. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors, the County shall have the option to terminate such lease.
9. All Lessee personnel shall hold all required Federal Aviation Administration certificates and ratings, and shall maintain such certificates and ratings.
10. Lessee shall permit the County Engineer to enter the premises of operator during business hours for any necessary purpose.
11. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.
12. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
13. Any executed lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, and/or State of Florida, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
14. The provisions of these terms shall in no way negate or cause to be null or void existing leases. However, no new leases will be executed, nor will amendments to, or assignment of, existing leases be executed unless the lease is in compliance with the standards and requirements contained herein.

## **5.1 GENERAL OPERATIONAL REQUIREMENTS**

1. Any operator desiring to operate on the Airport will be required to lease property owned or controlled by the County. No aeronautical activity will be conducted on land adjacent to the Airport which is not owned or controlled by the County (commonly called a "Through the Fence Arrangement").
2. Lessee will have posted operating hours and will have trained personnel on duty to perform service for that aeronautical activity.
3. Lessee will select and/or hire a full-time manager of its operations at the Airport. This manager will be vested with full power and authority to act in the name of the Lessee. The manager will be available at the Airport during normal business hours. In the case of the manager's absence, a subordinate must be designated to be in charge.
4. Lessee shall employ an appropriate number of employees in order to staff its operation at adequate levels. These employees shall exhibit an appropriate conduct, demeanor and appearance. The Lessee must ensure that all employees are properly trained and hold any certificates and/ or technical qualifications as required to properly fulfill their respective job duties.
5. Lessee shall remove at its own expense all garbage, debris, waste material or any other unsightly detritus from his area of operation. Any hazardous material generated by the operator will be disposed of in accordance with County and EPA directives.

## **6 MINIMUM STANDARDS FOR SPECIFIC SERVICES**

Service Providers at the Airport are classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Service Operation (SASO). These terms are defined at the Airport as:

A FBO is a commercial aviation operator who engages in and furnishes the following essential primary line services:

1. Sale and dispensing of aviation fuels and lubricants
2. Aircraft line and courtesy ramp assistance
3. Aircraft tie-down or other storage
4. Aircraft maintenance and repair

A Specialized Aviation Service Operation (SASO) is a commercial aviation operator providing one or more of the following aviation activities:

- A. Aircraft Sales
- B. Aircraft Airframe, Engine and Accessory Maintenance and Repair
- C. Avionics Repair/ Installation
- D. Propeller Service and Overhauls
- E. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
- F. Airframe Painting
- G. Exterior Cleaning and Waxing
- H. Engine Parts Sales
- I. Aircraft Sales
- J. Aircraft Rental/Flight Training
- K. Aircraft Charter/ Air Taxi Service
- L. Sightseeing Flights
- M. Aerial Photography/ Surveying
- N. Aircraft Insurance
- O. Air Ambulance Service
- P. Aerial Advertising/ Banner Towing
- Q. Power Line/ Pipe Line Patrol

Only FBO's are allowed to sell aviation fuel and oil or provide aircraft tie-down and storage to the public. SASO's are expressly prohibited from engaging in these activities.

### **6.1 MINIMUM STANDARDS – FIXED BASED OPERATOR (FBO)**

The following shall apply to all prospective aeronautical service providers wishing to become FBO's at the Peter Prince Airport.

1. A person shall have such business background and shall have demonstrated his business capability to the satisfaction of, and in such manner as to meet with the approval of the County Engineering Department.

2. Any prospective FBO seeking to conduct aeronautical activity at the airport should demonstrate that they have adequate resources to realize the business objectives agreed to by Santa Rosa County and the applicant.
3. The prospective FBO shall lease from the County an area of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide or is an existing building that provides floor space for aircraft storage, at least 3,000 square feet for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide public telephone facilities for customer use. The FBO shall also provide, on the leased area, paved parking for the FBO's customers and employees.
4. The prospective FBO shall have his premises open and services available from 8 AM to local dusk, seven (7) days a week, and shall make provision for someone to be in attendance in the office at all times during the required operating hours.
5. All prospective FBO's shall demonstrate to the County's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. An FBO should make its own analysis to determine if more is needed. However, such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof with a 30-calendar day notice of cancellation to the County. Such policies shall not be for less than the amounts listed **Section 3.1**; however, in all cases, amounts of policies must meet the statutory requirements of applicable governmental agencies and be approved in writing by the County Engineer.

A Fixed Base Operator (FBO) is a commercial aviation operator who engages in and furnishes the following essential primary line services:

1. Sale and dispensing of aviation fuels and lubricants
2. Aircraft line service and courtesy ramp assistance
3. Aircraft tie-down or other storage
4. Aircraft maintenance and repair

In addition to the listed essential primary line services, an FBO is required to offer at least one of the following services:

1. Aircraft rentals
2. Air Taxi and charter operations
3. Avionics repair services
4. Instrument repair services
5. Propeller repair services
6. Flight training

While FBO's must meet the listed minimum requirements, they are encouraged to offer services beyond the minimum and/or to provide services not listed in this document.

### **6.1.1 Fixed Base Operator (FBO) General Operational Requirements**

1. Facilities – Operator will lease land on the airport premises; availability, location and amount of land as determined by the County. Operator will construct on the leased

property such buildings and structures as necessary for the conduct of his business, including enclosed facilities for aircraft maintenance and storage. At a minimum, however, an FBO will erect at least one permanent building on a concrete base of at least 3,000 square feet. If there is only one building, this structure shall contain maintenance spaces as well as all necessary office and administrative spaces. All structures will be in accordance with the Airport Rules and Regulations, Minimum Standards, FAA requirements and restrictions, local codes at the time of construction and the Airport Master Plan and ALP.

2. Hours of Operation – Hours of operation will be from 8:00 am until local dusk, seven days a week. Hours of operation will be clearly posted. Qualified personnel will be available at these times to render appropriate services.
3. Services Provided – Operator will provide:
  - a. Facilities for aircraft re-fueling
  - b. Aircraft storage and tie-down services
  - c. Gender appropriate permanent restroom facilities
  - d. Telephone, pilot and passenger lounges
  - e. Flight planning area with appropriate seating, work areas, communication facilities directories and all items necessary for complete flight planning separate from other public areas
  - f. Vending machine services for snacks and drinks
  - g. Pilot supplies
  - h. Auto parking for customers and employees
4. Aircraft Servicing – Operator will maintain all equipment necessary for normal fuel servicing, and normal and emergency maintenance service of aircraft weighing up to 12,500 pounds.
5. Special Requirements for Aviation Fueling Activities – Operators may obtain at their own expense mobile fueling equipment.
6. Line Services – Operator will, provide lead in/ lead out service to transient aircraft, assistance as needed to arriving and departing aircrews and passengers, monitor Unicom, and collect parking and landing fees, as deemed appropriate.
7. Insurance – All required insurance will be maintained at operator's expense. In conjunction with the Insurance Requirements detailed in Section 3.1, FBO's are required to carry the following insurance policies and to provide proof of required insurance to the County:
  - A. Comprehensive Public Liability and Property Damage
    - Bodily Injury - Each person/each accident
  - B. Property Damage - Each accident
  - C. Aircraft Liability Bodily - Each person/each accident
  - D. Passenger Liability - Each passenger/each accident (as appropriate)

### **6.1.2 Aircraft Fuel and Oil Service Requirements**

In their role as a provider of Aircraft fuel oil, an FBO is expected to meet these minimum standards in supplying aviation fuels, lubricants and other services:

1. Appropriate grades of aviation fuel. A FBO shall offer for sale to the public a minimum of two FAA approved grades of aviation fuel. One grade for use by aircraft having reciprocating engines and one grade for aircraft having turbine based engines as appropriate and necessary to meet the aircraft demand. An adequate supply of both types of fuel will be maintained at all times and the FBO shall secure and maintain an on-going contract with a bona-fide fuel supplier to ensure continuous supply of aviation and/or jet fuel.
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants. This will include at least one storage tank having a minimum capacity of 5,000 gallons.
3. Fuel dispensing equipment, meeting all applicable Federal, State, and Authority requirements for each type of fuel dispensed. Mobile dispensing equipment, if used, shall have a total capacity of at least 250 gallons for each grade or type of fuel.
4. Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries.
5. The safe storage and handling of fuel in conformance with all Federal, State, County requirements and fire codes pertaining to safe storage and handling of fuel.
6. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
7. Adequate bonding wires will be installed, continuously inspected and maintained on all fueling equipment, to reduce the hazards of static electricity.
8. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
9. Unless provided by the airport owner, the FBO shall have a fixed fuel storage system which shall contain safety fixtures and filtration systems to ensure airline-type quality. The system shall be required to have at least 10,000 gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable.
10. Insurance types and amounts as required for this activity.
11. Training programs for fuel personnel.

## **6.2 MINIMUM STANDARDS - SPECIALTY AVIATION SERVICE OPERATIONS (SASO)**

All SASO's are required to have operating hours of at least 8 AM- 5 PM, Monday through Friday.

In conjunction with the Insurance Requirements detailed in Section 3.1, SASO's are required to carry the following insurance policies and to provide proof of required insurance to the County:

- A. Comprehensive Public Liability and Property Damage
  - Bodily Injury - Each person/each accident
- B. Property Damage - Each accident
- C. Aircraft Liability Bodily - Each person/each accident
- D. Passenger Liability - Each passenger/each accident (as appropriate)

### **6.2.1 Aircraft Sales**

An aircraft sales operator engages in the sale of new and/ or used aircraft. During the course of that business, aircraft refurbishing and general maintenance may be required.

#### **6.2.1.1 Aircraft Sales Minimum Standards**

1. Land, Hangars, Tie-Downs – Operator will lease adequate facilities to accommodate start-up and anticipated growth requirements. If facilities are not available it will be the responsibility of the operator to lease and construct the necessary facilities. These requirements may be satisfied with a sublease of enclosed spaces or a portion of the leased property of the FBO, wherein the sales operator may construct his facility. Any structure built on the premises of the Airport must satisfy the requirements of other sections of this Minimum Standards document.
2. Independent Specialty Shop Operators *will not be permitted to engage in commercial activities in aircraft storage T-hangars.*
3. Licenses and Certifications – New aircraft dealers shall hold an authorized factory sales or distribution franchise or sub-dealership. Operator must conform to provisions of FAA Regulations, Part 47, Subpart C and must possess a valid "Dealer's Aircraft Registration Certificate," FAA form 8050.
4. Operation and Personnel – Operator shall have trained personnel on duty during posted operating hours with ratings required for the demonstration of aircraft for sale.
5. Insurance Coverage – All required insurance shall meet the requirements of Sections 3.1 and 6.2 of these Minimum Standards.

### **6.2.2 Aircraft Airframe, Engine and Accessory Maintenance and Repair**

An aircraft airframe, engine and accessory maintenance and repair FBO or SASO provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

#### **6.2.2.1 Aircraft Airframe, Engine and Accessory Maintenance and Repair Minimum Standards**

1. The company shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA. The company must remain open during normal business hours as specified within the Minimum Standards.
2. The company shall have in his employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

#### **6.2.2.2 Owner Maintenance**

Users and tenants of the airport, who perform maintenance work of any kind on their own aircraft, as permitted under their lease, or other agreement or permission from the airport manager, may continue to provide such self maintenance without meeting the requirements of this section, only under the following conditions:

- A. Work, including inspections required by the FAA, shall be performed only by the aircraft owner, or owner's employees, in accordance with regulations promulgated by the FAA, and only when said employees of the aircraft owner are bonafide employees maintained on the records and books of the aircraft owner as employees, subject to withholding of Social Security and income taxes and entitled to Unemployment and Workers' Compensation insurance, if applicable.
- B. Any person performing inspections or work claiming to be an employee of an aircraft owner exempt from the minimum standards set forth herein, must be able to demonstrate that such withholding taxes have been withheld from salary payments in accordance with requirements of the Internal Revenue Service.

### **6.2.3 Aircraft and/or Ultralight Vehicle Lease and Rental**

An aircraft and/or ultralight vehicle lease or rental SASO or FBO engages in the rental or lease of aircraft and/or ultralight vehicle to the public.

#### **6.2.3.1 Aircraft and/or Ultralight Vehicle Lease and Rental Minimum Standards**

Aircraft:

1. The firm shall have available for rental, either owned or under written lease to the company, six (6) certified and currently airworthy aircraft, one of which must be a four-place aircraft, and of which one must be equipped for and capable of flight under instrument weather conditions.

2. The company shall have in his employ and on duty during the appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.

#### Ultralight Vehicles:

A tenant engaged in commercial ultralight operations must comply with all provisions of Federal Aviation Regulations (FAR) Part 103 and any operating directives issued by Santa Rosa County through the County Engineering Department, including the Airport Rules and Regulations.

1. The company shall have available for rental, either owned or under written lease to the FBO, one approved two-place ultralight vehicle with the necessary radio and operating equipment per the Airport Rules and Regulations.
2. The company shall have in his employ and on duty during appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate or an Advanced Flight Instructor's (AFI) rating from the United States Ultralight Association (USUA).
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

### **6.2.4 Aircraft Charter and Air Taxi**

An on demand, or scheduled air charter or air taxi SASO or FBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

#### **6.2.4.1 Aircraft Charter and Air Taxi Minimum Standards**

1. A minimum of one airworthy, single engine instrument airplane is required. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type, category, class, size and number of aircraft to meet the scope and magnitude of the service performed. All aircraft will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held.
2. The company shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by company.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

### **6.2.5 Aircraft Storage**

An aircraft storage SASO or FBO engages in the rental of conventional multi-aircraft hangars or multiple individual T-hangars.

#### **6.2.5.1 Aircraft Storage Minimum Standards**

1. The conventional hangar company shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
2. The company shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

#### **6.2.6 Avionics, Instruments or Propeller Repair Station**

An avionics, instrument, or propeller repair station SASO or FBO engages in the business of and provides a shop for the sales and repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The FBO shall hold the appropriate repair station certificates issued by the FAA for the types of equipment he plans to service and/or install.

##### **6.2.6.1 Avionics, Instruments or Propeller Repair Station Minimum Standards**

1. The company shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA rated radio, instrument or propeller repairman.
2. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

#### **6.2.7 Flight Training**

A flight training SASO or FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

##### **6.2.7.1 Flight Training Minimum Standards**

1. The company shall have available for use in flight training, either owned or under written lease to company, properly certificated aircraft. Required are a total of at least two airworthy, properly equipped aircraft to include at least one airworthy, properly equipped instrument single engine; and one airworthy, properly equipped complex aircraft, or, one airworthy, properly equipped VFR single-engine and one airworthy, properly equipped complex instrument aircraft.

2. The company shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

### **6.2.8 Specialized Commercial Flying Services**

A specialized commercial flying services SASO or FBO engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

- A. Non-stop sightseeing flights that begin and end at the same airport
- B. Crop dusting, seeding, spraying, and bird chasing
- C. Banner towing and aerial advertising
- D. Aerial photography or survey
- E. Power line or pipe line patrol
- F. Fire fighting
- G. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

#### **6.2.8.1 Specialized Commercial Flying Services Minimum Standards**

1. The company shall lease from the County and the lease shall include a building sufficient to accommodate all activities and operations proposed by the firm. The minimum areas in each instance shall be subject to the approval of the County and should be included in the lease. In the case of crop dusting or aerial application, the company shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of chemical materials. A written emergency plan for the handling of hazardous materials is required. All spills should immediately be reported to the County. All companies' shall demonstrate that they have the availability of aircraft suitably equipped and certified for the particular type of operation they intend to perform.
2. Approval from Santa Rosa County must be explicitly granted in writing for each specialized commercial flying service wishing to operate at the Airport.
3. Appropriate FAA waivers must be on file with the County.
  - a. In the case of Banner Towing/aerial advertising, FAA Form 7711-2, "Certification of Waiver or Authorization" is required.
4. The specialized commercial flying company must have all applicable city or county business/operator licenses and/or permits.
5. Due to the restricted nature of the airspace surrounding Peter Prince Airport, advance notification must be made to the County Engineer and FBO(s) prior to each operation of a specialized commercial flying service.

6. The specialized commercial flying service must review with the County Engineer in advance any special ground requirements that may be required for their operation.
  - a. In the case of banner towing/aerial advertising, a "banner towing area" must be designated. This area is to be 500 feet away from active runways and taxiways. All banner set-up, pick-up and drop-off operations shall be conducted in this area. If such an area is not available for designation but could be developed, the company proposing the service must pay all costs associated with development/construction of the banner towing area. The banner towing area must be developed in compliance with the current Airport Layout Plan and subject to approval by Santa Rosa County. In the absence of a safe banner tow area, no banner tow operations will be permitted at the Airport. Additionally, quick and efficient banner set-up, pick-up and drop-off are the only activities that will be allowed in the banner tow area. Upon the completion of the banner tow operation all Persons, vehicles and equipment shall be removed from this area immediately.
7. The County shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All FBO's will, however, be required to maintain the Aircraft Liability Coverage as set forth for all FBO's.
8. The firm shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner.
9. The company must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the services provided. A contact name and phone number should be provided to the County Engineer for emergency purposes.

### **6.2.9 Multiple Services**

A multiple services FBO or SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

#### **6.2.9.1 Multiple Services Minimum Standards**

1. The FBO or SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by the company except aircraft used for crop dusting, aerial application, or other commercial use of chemicals. The company should have individuals certified to provide all services being offered.
2. The company shall provide the facilities, equipment and services required to meet the Minimum Standards as herein provided for all aeronautical service the FBO or SASO is performing.

3. The FBO or SASO shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirements of all aeronautical services being performed by the company and no less than the stated amounts within the Owner's Minimum Standards.
4. The FBO or SASO shall have in his employ, and on duty during the appropriate business hours as approve by the Owner, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the FBO or SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the FBO.

## **7 MINIMUM STANDARDS FOR PRIVATE OR CORPORATION OWNED NON-COMMERCIAL HANGARS**

Due to the nature of the operation and the size of the aircraft involved, it is sometimes necessary for an operator to either lease an over-size hangar, or lease land and construct a special size hangar for that *operator's possessed aircraft only*. This section of the Minimum Standards addresses those requirements.

1. Facilities – If a new hangar is to be built, the operator will lease sufficient land from the County to construct the necessary size hangar that will conform to all building codes as required by the County and FAA requirements. Leased property shall be of sufficient size to accommodate access roads, parking space for ground vehicles and aircraft parking space and taxiways. All construction will be at no expense to the County.
2. Services Permitted – Lessee may hangar, tie-down, adjust, repair, clean and otherwise maintain its own aircraft, *provided that it does so with its own full-time salaried employees, qualified and properly certificated by the FAA, or by personnel from an FBO or SASO based at the Airport. Lessee shall not contract out maintenance or repair work to be performed in their hangar to outside independent maintenance personnel.* The County Engineering Department will be provided with documentary evidence of the appropriate employment status and qualifications of any personnel working on the Lessee's aircraft. Lessee shall not sell, barter, trade, share, sublease or in any other manner provide hangar space to any other airport tenant or any transient aircraft except those owned or leased for the exclusive use of the tenant designated in the airport lease agreement. Lessee shall use the leased premises solely for the storage and maintenance of its own aircraft. Lessee shall use the leased premises solely for the storage and maintenance of its own aircraft. No commercial activity of any kind shall be permitted on the premises. Hangar, office, shop or ramp space shall not be loaned, shared, subleased or used by anyone other than the lessee of the premises.
3. Insurance Coverage – All insurance shall meet the requirements of these Minimum Standards. See Section 3.1; the insurance requirements for non-commercial hangar leases include:
  - A. Comprehensive Public Liability and Property Damage
    - Bodily Injury - Each person/each accident
  - B. Property and Casualty - Each accident
  - C. Aircraft Liability Bodily - Each person/each accident
4. Specific Instructions for Use of Premises:
  - A. Only one tenant shall be permitted to lease, use or occupy a hangar and its related facilities.
  - B. No subleasing or sharing of hangar, office, shop or ramp space is permitted.

- C. Aircraft based and maintained upon the premises shall be owned by or exclusively leased in writing for a minimum of six months to the tenant. No aircraft owned, leased, borrowed or otherwise used by employees of the tenant shall be permitted on the premises.
- D. All maintenance and service work conducted on the premises and performed on the tenant's aircraft shall be performed only by direct, full-time, permanent, properly licensed and certificated employees of the tenant, *or by an FBO or SASO based on the airport.* The only exception to this rule is the provision of highly specialized services which the FBO may not be able to provide directly, such as avionics repair or installation, or turbine engine specialty work. If the FBO is capable of providing such services, however, the work may not be contracted out.
- E. Authorized Personnel – Tenant will furnish the airport manager (County Engineer) with a list of employees authorized entry to the leased premises during and after normal FBO hours. Any individual not on that list will be denied access to the leased premises.
- F. Identification of Tenant – A tenant must be an individual, firm, company, corporation, partnership or a joint venture which has a substance under state law and a specific legal identity and corporate purpose as registered with the Secretary of State in the tenant's state of corporate residence.

## **8 MISCELLANEOUS ITEMS**

### **8.1 FLYING CLUBS**

See requirements for Flying Clubs in Airport Rules and Regulations. Flying Clubs must also meet the strict definition of the FAA and provide a list of members to the County with no less than two annual updates. The Flying Clubs shall provide an emergency contact person and phone number. In no event shall Flying Club aircraft be used to perform commercial aeronautical services.

### **8.2 ENVIRONMENTAL**

Any FBO, SASO, person, party, firm or corporation operating on this airport must comply with all Federal, State and local environmental requirements as they exist and may be amended from time-to-time.

### **8.3 WAIVER OF MINIMUM STANDARDS**

Once the Minimum Standards are approved by Santa Rosa County, they shall become part of the permanent Airport Rules and Regulations and will not be capriciously waived, ignored or disobeyed by the patrons and tenants of the Airport. Under extraordinary circumstances, most notably for the accommodation of necessary governmental (specifically military and/or law enforcement) functions, the County may, at its discretion, temporarily waive any Minimum Standard.

### **8.4 REVIEW AND REVISION OF MINIMUM STANDARDS**

Provisions for Review and Revision of these Minimum Standards are set forth in the Airport Rules and Regulations.

# APPENDIX A

## CONSTRUCTION AND SITE DEVELOPMENT STANDARDS

1. Construction of buildings and structures by the operator on the Airport will be subject to the standards of development as contained in the appropriate FAA Advisory Circulars and associated guidance, Airport Master Plan, ALP and/or Santa Rosa County Building Code. All structures will be of permanent construction, painted and be compatible with the design, materials and landscaping established in the Master Plan.
2. All structures constructed or placed on the airport property shall conform to all Federal, State, County and Municipal Regulations and Requirements.
3. Prior to construction by the operator, the County will require a performance bond to guarantee completion of construction.
4. All construction will be in accordance with plans presented to the County Engineering Department. Building permits will be obtained from Santa Rosa County and all construction will be subject to inspection by an engineer employed by Santa Rosa County.
5. Prior to construction by the operator, a complete set of plans to include building elevation, grading, excavation and landscaping will be provided to the County Engineering Department.
6. All costs for any and all permitting for construction by the operator on the Airport will be borne by the operator.
7. The operator will be required to ensure that all contractors keep in force insurance as applicable to the construction of buildings and structures.
8. Upon written notice from the County Engineering Department permitting construction, the operator shall within 60 days let contracts for the entire project. Construction shall begin without undue delay.
9. Any and all paving required with any new construction will be according to FAA specifications and Santa Rosa County regulations and subject to approval by the County Engineering department prior to construction.

**PETER PRINCE AIRPORT  
SANTA ROSA COUNTY, FLORIDA**

**AIRPORT RULES AND REGULATIONS**

**DRAFT**

**OCTOBER 2006**

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# **1 PURPOSE AND SCOPE**

Santa Rosa County is responsible for the safe, efficient and successful operation of Peter Prince Airport. In meeting these goals, the County is responsive to the aviation community's need for convenient, comfortable, safe and appealing facilities. Tenants, users, visitors and patrons of Peter Prince Airport are each asked to help secure and promote these goals so that all will be a part of the growing and developing Santa Rosa County

## **1.1 PURPOSE: ADOPT BY RESOLUTION**

The purpose of these rules, as adopted by the Board of County Commissioners of Santa Rosa County, is to solidify these goals into a viable program for the public welfare. These Airport Rules and Regulations are intended for use in conjunction with the "Minimum Standard Requirements for Aeronautical Business Activities".

## **1.2 SCOPE: OWNERSHIP AND OPERATION**

Peter Prince Airport is owned and operated by Santa Rosa County, in which the County Engineering Department serves as Airport Manager for Peter Prince Airport. All tenants, users, and visitors to the airport shall be governed by these rules and regulations.

## **1.3 ADMINISTRATION OF THE AIRPORT RULES AND REGULATIONS (AR&R)**

On-site administration of the AR&R shall be under the authority, responsibility, and control of the County Engineer, acting as Airport Manager. The policymaking activities of these AR&R reside with the Board of County Commissioners of Santa Rosa County.

When an emergency exists at the airport, the County Engineer is empowered to issue such directives and take such actions as are necessary to protect people, property, and assets, and promote the safe operation of the airport. Such directives as the County Engineer may issue will have regulatory power during the time of the emergency, or until such time as they are reviewed and upheld, modified or rescinded by the Santa Rosa Board of County Commissioners.

Should any part of these AR&R conflict with federal, state, or local law or ordinance, then the latter will take precedence.

## 2 DEFINITIONS

**Abandon** -To forsake, desert, give up or surrender one's claim or right to ownership or control

**AGL** - Above Ground Level at a specific location, usually expressed in feet or meters.

**Aircraft** - Any airplane, balloon, ultralight aircraft, helicopter or rotorcraft or any vehicle now known or hereafter developed and used for navigation and flight in air or space

**Aircraft Emergency** - A condition or situation involving an aircraft in flight or on the ground that endangers lives or property

**Aircraft Line Service** - Services such as aircraft fueling, spotting, parking, storage or tie-down services, involving the routine use or movement of aircraft on the airport ramp. This does not include aircraft maintenance.

**Aircraft Maintenance** - The performance of aircraft services related to major or minor repairs, alterations, routine maintenance and scheduled inspections to airframe and engine component structures

**Aircraft Movement Area** - The runways, taxiways, aprons, ramp area and other aircraft maneuvering areas of the airport that are used to take off, land, taxi and park aircraft

**Authorized** - Acting under or pursuant to a written contract, permit or lease agreement issued by the proper County or Airport Official

**Aircraft Operation** - Aircraft take-off, aircraft landing, or any aircraft ground movement, whether self-powered or otherwise

**Aircraft Operator** - Any individual or legal entity which controls, owns, or maintains an aircraft.

**Aircraft Parking Area** - Those hangar and apron locations of the airport designated by the County Engineering Department for the parking and storage of aircraft. These areas include any area equipped with tie down devices.

**Aircraft Operations Area (AOA)** - Any area of the airport used for take-off; landing or ground maneuvering of aircraft. The AOA is considered restricted area and access by the general public is by permission of the County Engineering Department.

**Airport** - All land, improvements, facilities and paved surfaces within the boundaries designated by the Board of Commissioners of Santa Rosa County as Peter Prince Field

**Airport Manual** - Airport Manual Certification documents required by the Federal Aviation Administration (FAA), and the Statement of the Florida Department of Aviation

**Airport Layout Plan (ALP)** - A graphic representation to scale of existing and proposed airport facilities, their locations on the airport grounds, and the pertinent clearances and dimensional information required to show conformance with applicable standards.

**Minimum Standards** – Minimum Standards Requirements for Aeronautical Business Activities, as approved by the Santa Rosa County Board of Commissioners, detailing provisions outlining the minimum standards acceptable to the County for legal entities or individuals desiring to conduct business on the airport premises.

**Apron** - Also Ramp, Tarmac. Those areas of the Airport both public and privately leased, designated by the County for the parking and storage of aircraft. This area is restricted to the operation of aircraft, passenger and baggage loading and unloading and aircraft line servicing. Access by the general public is by permission of the Airport Manager.

**Based Aircraft** -Any aircraft occupying space at Peter Prince Airport on a permanent status in which a lease agreement between the owner or operator and the County is in effect

**Commercial Aviation Business** - The exchange, trading, buying, hiring, selling of any commodities, goods, services or property of any kind, or any revenue producing activity on the airport as conducted by any commercial operator.

**Commercial Agreement** -The legal agreement between the County and a commercial aviation business, or any individual or corporation that allows access to airport property

**Commercial Aviation Business** - Any person or legal entity or business on the airport who is authorized and licensed to conduct business activities directly related to aircraft sales, rentals, servicing, repair, inspections, or adjustments of aircraft or their components and accessories, and the installation/removal or repair of aircraft avionics, or flight training or ground instruction, or the dispensing and or selling of fuels and lubricants

**County Engineering Department** – The Santa Rosa County Engineering Department, which serves the role of Airport Manager for Peter Prince Airport.

**Engine Run-Up** - The operation of an aircraft engine at high power settings, with the aircraft on the ground, for the purposes of testing and evaluating the engine's function

**Engine Run-Up Area** - Areas of the airport designated by the airport manager as appropriate places to perform an engine run-up

**FAA** - Federal Aviation Administration

**FAR** - Federal Aviation Regulation

**Fixed Base Operator (FBO)** - A legal entity which has executed a land lease agreement with the County and is authorized to conduct a commercial business activity on the airport premises, as defined and regulated by the Airport Minimum Standards.

**Fuel** - As defined in an operator's lease agreement

**Fueling Operations** - the dispensing of aviation fuel into aircraft

**Fuel Vendor** - an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity

**Fueling Operations Permit** - a permit issued by the airport manager to a person or entity that dispenses aviation fuel at Airport.

**Flying Club** - a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See Section 10 for requirements.

**Hangar** - Any structure for housing an aircraft. It may be completely enclosed, or consist of an open-walled structure

**Independent Contractor** – A person contracted by a tenant on a full or part-time basis, who is not salaried, but is paid by prior arrangement for work performed. An independent contractor has his own tools and equipment and sets his own hours

**Landside** - The general public common use areas of the airport, such as public roadways and public parking lots

**Leased Aircraft** – Aircraft leased in writing to a single lessee for a minimum of six months, during which the aircraft may not be rented, released or used by the owner during the term of the lease. Such aircraft shall be for the exclusive use or and under the exclusive control of the lessee. Aircraft leased in this manner may be maintained by the lessee, according to the requirements contained in the Airport Rules and Regulations and Minimum Standard Requirements

**Master Plan** - The official concept of the ultimate development of the airport

**Minimum Standards** - the standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. All operators will be required to meet these minimum standards and be subject additionally to all applicable Federal, State, County, Municipal and City Ordinances, and especially the document entitled "Airport Rules and Regulations", as adopted by Santa Rosa County.

**NOTAM** - Notice to Airmen published by the FAA

**Operator** – Any individual or group of individuals, firm, company, corporation, joint venture, partnership or other such similar legal entity engaging in any business or commercial aeronautical activity on the airport. An operator may be classified as either a Fixed Base Operator (FBO) or a Specialty Shop Operator.

**Ramp Privilege** - means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

**Rental Aircraft** – Aircraft that can be leased orally or in writing to more than a single lessee, or for less than six months. Aircraft leased/rented in this manner shall not be maintained by the lessee.

**Self-fueling operator** - a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person.

**Specialty Aviation Service Operation (SASO)** -Any aeronautical business who provides one or more of the following aeronautical activities or services:

- A. Avionics Repair/ Installation
- B. Propeller Service and Overhauls
- C. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
- D. Airframe Painting
- E. Exterior Cleaning and Waxing
- F. Engine Parts Sales
- G. Aircraft Sales
- H. Aircraft Rental/Flight Training
- I. Aircraft Charter/ Air Taxi Service
- J. Sightseeing Flights
- K. Aerial Photography/ Surveying
- L. Aircraft Insurance
- M. Air Ambulance Service
- N. Aerial Advertising/ Banner Towing
- O. Power Line/ Pipe Line Patrol

**Sublease** - A transition whereby one who holds leased premises from a landlord grants an interest in all or a portion of the leased premises to another.

**Tenant** - Any aircraft owner/operator, or business operator who holds a leases agreement with the County

**UNICOM** - a non-governmental communication facility which provides airport advisory information

### **3 COMPLIANCE AND ENFORCEMENT**

All persons are expected to comply with the provisions of these AR&R while on the premises of Peter Prince Airport. The County Engineering Department is hereby officially empowered by the Santa Rosa County Board of Commissioner to oversee compliance with these AR&R and enlist the aid of suitable law enforcement officials, such as the police or Sheriff's Deputies for enforcement if necessary.

#### **3.1 GENERAL CONDITIONS FOR COMPLIANCE**

1. All activities at the Airport must be conducted in compliance with current applicable FAA rules, Federal Aviation Regulations, these Rules and Regulations, Santa Rosa County's "Minimum Standard Requirements for Aeronautical Business Activities" at Peter Prince Airport and any other applicable Federal, State, or Local ordinances.
2. Accidents resulting in damage to property or injury requiring professional medical treatment must be reported to the County Engineering Department.
3. All businesses operating at the Airport must be based on Airport property. Access to public landing area will not be granted to aircraft stored and/or serviced on adjacent property ("Through the Fence" operations). No exceptions will be considered.
4. Advertising of any kind requires a written authorization of the County Engineer.
5. Animals required for the assistance to the blind, hearing impaired, or law enforcement persons are permitted on the airport. Domestic animals such as dogs and cats are permitted on the Airport only when restrained by leash or kept completely under control.
6. Commercial activity of any kind, involving the tender of money or barter, requires written authorization of the County Engineering Department.
7. A valid certificate of insurance, or copies of it, shall be presented to the County Engineering Department by all tenants holding a valid lease, sublease, contract or permit for activity at the Airport.
8. Damage or destruction of property is prohibited and persons so involved will be fully liable to Santa Rosa County. Certain acts resulting in damage or destruction to airport property or ten (10) aircraft are covered by the Federal Aviation Regulations and constitute a Federal Crime.
9. Disorderly conduct will be punished to the full extent of the law.
10. Gambling on the airport premises is prohibited.
11. Hunting or the discharge of firearms on airport property is prohibited.

12. Public intoxication on airport property is prohibited. No person under the influence of alcoholic beverages or drugs shall operate any Motor Vehicle or Aircraft on the Airport. No person, other than under competent medical supervision, shall consume any controlled substance on any part of the Airport.
13. Lost or mislaid property shall be deposited at the FBO office, and if not claimed within 90 days shall become the property of the County to be sold, used, or disposed of at the discretion of the County.
14. Restricted areas are established for safety and security reasons. Only authorized persons may be in Restricted or AOA areas. Authorized persons include: supervised passengers who are enplaning or deplaning an aircraft; persons whose job requires them to be in Restricted or AOA areas; persons engaged in the operation of aircraft; others as authorized by the County Engineering department.
15. Signage standards are established by the County. No sign, advertisement, or notice shall be displayed on the outside of any structure, or on the grounds of the airport premises unless authorized by the County Engineer or otherwise approved as part of a lease or contractual agreement with the County.
16. Storage in the aircraft hangars of property or equipment not normally used for flight operations or aviation flight and/or maintenance activities is prohibited. Storage of property or equipment of a non-aviation nature must be approved by lease or other contractual agreement with the County. Temporary storage of ground vehicles in the hangars while the aircraft is being used is not prohibited under this provision.
17. Hold Harmless: Aircraft owners, pilots, agents or their duly authorized representatives will release or discharge Santa Rosa County Board of Commissioners and County employees of and from liability for any damage which may be suffered by any aircraft and its equipment and for personal injury or death.
18. The County may at some point in the future find it necessary to implement nighttime restrictions and noise abatement measures. Upon implementation, all Airport tenants will be required to comply with these restrictions.

### **3.2 PROVISIONS FOR ENFORCEMENT**

On-site overseeing and enforcement of the AR&R, Minimum Standards, and Lease Agreements is primarily the responsibility of the County Engineer.

If unable to settle any disagreement arising from operation of the Airport, the County Engineer, depending on the nature of the difficulty, will notify either law enforcement officers, or the Santa Rosa County Board of Commissioners.

### **3.2.1 Penalty Provisions**

In the event of continued violation of any of the provisions of the AR&R by any individual or corporate entity, the County may, after suitable warning, elect any penalty, including immediate revocation of lease, it finds appropriate.

## **4 AIRCRAFT OPERATIONS**

### **4.1 AERONAUTICAL ACTIVITIES REGULATED BY AIRPORT MANAGEMENT**

1. Closure of the airport
2. Restrictions and prohibitions of certain flight activities
3. Issuance of NOTAMs regarding local conditions
4. Charging of fees for landing, parking or storage of aircraft on leased property
5. Authorization of air shows and other special events
6. Overseeing of general compliance with AR&R

### **4.2 AIRCRAFT ACCIDENTS/INCIDENTS ON OR ADJACENT TO AIRPORT PROPERTY**

1. Aircraft accidents/incidents must be reported immediately to airport management staff (County Engineering Department).
2. Disabled aircraft are the responsibility of the aircraft owner. However, the County Engineering Department has the authority to direct removal or relocation of a disabled aircraft from any location on the airport.
3. Access to accident/ incident scenes are controlled by the County Engineer or by the designated person in command at the scene, until such time as appropriate governmental or law-enforcement authority may formally take command.

### **4.3 TAXIING, TOWING, OR REMOVING AIRCRAFT FROM THE AOA**

1. The County Engineer is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas.
2. Aircraft will not taxi into or out of any hangar under actual engine power.

### **4.4 AIRCRAFT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.
2. When an aircraft is being started by manually turning the propeller, a person holding a pilot certificate must be sitting at the controls. If no certificated pilot is available, the aircraft must be chocked and the tail tied down to a secure tie-down prior to the starting attempt.

3. Except for emergencies, aircraft repair/maintenance will be performed in designated areas only.
4. Derelict or non-airworthy aircraft must be stored inside enclosed spaces or in designated non-flying aircraft storage areas as determined by the County Engineering Department, or removed from the Airport.
5. Any aircraft weighing more than runway, taxiway or apron load bearing capacity is prohibited.
6. Aircraft based at the airport must have current FAA required documents on board, must meet the Minimum Standards of Peter Prince Airport, and must display the aircraft "N" number.
7. All aircraft operating at the Airport must be equipped with a two-way radio capable of transmitting and receiving on the UNICOM frequency assigned to Peter Prince Airport within a five nautical mile radius of the Airport. This includes all experimental, homebuilt and/or ultralight vehicles.
8. Special events, such as air shows, balloon festivals, air races, war bird shows, "fly-ins," parachuting activity, glider towing take-offs and glider landings and banner tow/aerial advertisement operations, will be regulated by and strictly approved or disapproved by the County.
9. Fees for special events will be determined by Santa Rosa County in coordination with the servicing FBO.
10. Special event sponsors must meet all requirements, insurance, security, sanitation, traffic control, and any other requirements by the County and servicing FBO before any part of any event commences.
11. Ultralight, Experimental and Homebuilt Vehicles: Ultralight vehicle operations are allowed only in areas specified by the County. All such vehicles must be equipped with brakes and two-way radio communications with the capability of transmitting and receiving on the Airport's assigned UNICOM frequency. Pilots of such vehicles are required to possess the basic aeronautical skills necessary for safe operations within the Airport Air Traffic Area, and possess an endorsement from a Basic Flight Instructor for solo VFR flight. All ultralight operations must meet or exceed all requirements contained in Federal Aviation Regulations Part 103 and shall be in accordance with all current Airport Operational Directives.
12. Due to the significant airspace constraints, high level of military training activity and overall level of operational requirements in the immediate vicinity of Peter Prince Airport, no balloon, glider or parachute/skydiving operations are allowed at the Airport in order to ensure the safety of the flying public, as well as persons and property on the ground.

## **5 VEHICLE OPERATIONS**

### **5.1 VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT**

1. All airport roadways have Santa Rosa County status.
2. All motor vehicles on airport roadways and parking lots are governed by Santa Rosa County traffic ordinances.
3. All motor vehicle drivers must possess a valid Florida or State of Residence driver's license.
4. The County Engineer has the authority to deny or restrict any motor vehicle operator from operating a ground vehicle on the AOA.
5. The County Engineer and staff have the authority to request or otherwise move any motor vehicle for reasons of safety, security, abandonment, or at the direction of appropriate law enforcement officials.
6. All motor vehicles operating on the AOA must be insured for liability as described in the Minimum Standards for Peter Prince Airport.

### **5.2 VEHICLE OPERATIONS -MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. Unless otherwise specified, the speed limit on all airport roadways is 25 miles per hour.
2. Motor vehicles will comply with all airport security directives.
3. Aircraft and pedestrians have the right of way over motor vehicles.
4. Motor vehicle drivers will park in designated parking areas only.
5. Aircraft owners who are hangar tenants may park motor vehicles in areas close to or adjacent to their aircraft storage areas provided they do so in a manner which will not impede the flow of ground traffic or aircraft taxiing, or impede nearby hangar tenants from taxiing and towing their aircraft into or out of their hangars.
6. Motor vehicles will pass to the rear of taxiing aircraft.

## **6 TENANT OPERATIONS**

### **6.1 Tenant Operations Regulated by Airport Management**

1. All tenant operators must be party to a fully executed lease or rental agreement with the County. The lease will include any fees due the County, and will detail the specific commercial activity approved for each airport business firm.

### **6.2 Tenant Operations - Mandatory Compliance or Prohibited Activities**

1. As a condition to receiving an approved lease, all tenant operators must certify that they are in compliance with the AR&R and Minimum Standards.
2. Tenants may not sublease any premises on the Airport without prior written approval of the County.
3. Tenants will be held responsible for the actions of any employee violating the AR&R or the Minimum Standards or the Lease Agreement between the tenant and the County.
4. Tenants shall keep all lease property and areas adjacent thereto free of waste material, rubbish, litter, junk, and any other unsightly material. Sanitation of all rest room floors, walls, and public areas will be strictly complied with.
5. Non-Aviation Storage of Equipment: Unless otherwise provided for by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of cargo or any other property or equipment without permission of the County. If, notwithstanding the above prohibition, a person, firm, or corporation uses such areas for storage without first obtaining such permission, the County shall have the authority to order the cargo or any other property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee without responsibility or liability therefore.
6. Any structural or decorative changes to any building, ramp or other Airport property require written permission of the County Engineering Department.

## **7 SAFETY PROCEDURES**

### **7.1 SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT**

1. Fueling of aircraft will be performed only in locations approved by the County Engineering Department.
2. Smoking during any fuel transfer is strictly forbidden.
3. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as part of this AR&R document.
4. The provisions of the Fire Code as adopted by Santa Rosa County are hereby adopted by the Airport and incorporated as a part of this AR&R document.
5. The storage of flammable and dangerous material will be in compliance with all applicable Federal, State and Santa Rosa County Codes.
6. Heating systems or devices in any hangar shall only be approved systems or devices as listed by the Underwriters Laboratories, Inc., as suitable for use in Aircraft hangars and must be installed in the manner prescribed by the Underwriters Laboratories, Inc.

### **7.2 SAFETY PROCEDURES - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES**

1. Fuel storage areas, dangerous material areas and maintenance shop areas will be considered restricted areas and will be off limits to the general public.
2. Smoking is prohibited within 50 feet of any aircraft and within 100 feet of fuel storage areas or a fuel handling vehicle. Smoking is prohibited in any area so designated elsewhere on the airport.
3. Fuel service activity will cease when lightning occurs within the vicinity of the airport.
4. Fuel servicing vehicles will not be parked or stored inside enclosed hangar or storage spaces.
5. Fire Extinguishers: All tenants or lessees of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two fire extinguishers, one located on each side of the vehicle. Extinguishers shall conform to applicable NFPA Standards.
6. No flammable, corrosive, or toxic liquids will be disposed of into or onto storm drains, aprons, parking lots, roadways, catch basins, ditches, or open land.

7. Storage of compressed gases or flammable liquids in any building or structure is prohibited unless approved by the County Engineering Department, and in compliance with all applicable State and local codes, and the Minimum Standards.
8. Open fires are prohibited unless approved by the County Engineering Department.
9. Use of Cleaning Fluids: Cleaning of Aircraft parts and other equipment shall preferably be done with nonflammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.
10. Aprons, Building and Equipment: All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space and kept clean at all times. Only approved boxes, crates, paint or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport.

## **8 USE OF T-HANGARS AND STORAGE HANGARS**

All of the rules and regulations described in this document are applicable to the use of T-Hangars and Storage Hangars. Additionally the following rules also apply to T-Hangars and Storage Hangar usage:

1. T-Hangars and Unit Storage Hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.
2. No Aircraft or Aircraft component shall be suspended or lifted utilizing the building or any component of the building.
3. No alterations will be made to the hangar structure without written approval by the County. Any alterations are subject to removal by the County at tenant's expense, upon 30 days written notice, for the purpose of repair, construction or other purposes deemed necessary by the County.
4. No flammable materials or refuse will be stored or allowed to accumulate in hangars, except tenant may store not more than 25 gallons of flammable fluids including a reasonable amount of Aircraft lubricants, within the premises, provided that any such storage be limited to NFPA approved containers, or unopened original containers.
5. Aircraft are not to be washed with running water in hangars when such washing will cause drainage into or through another hangar.
6. No paint spraying or spraying of any kind will be permitted.
7. No tools, equipment, or material will be used in the hangars that could constitute a fire hazard.
8. No smoking in T-Hangars and Aircraft unit storage hangars is permitted.
9. Tenants will exercise reasonable care to keep oil, grease, etc. off the floor.
10. No signs will be erected or painted on the exterior or interior of T-Hangars or Aircraft unit storage hangars.
11. No Aircraft or Vehicle is to be parked by T-Hangars or unit storage hangars, in such a manner as to block access to adjoining hangar spaces, or to cause inconvenience to other tenants or taxiing aircraft.
12. The premises are for the private use of tenant and shall not be sublet for profit or used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.

## **9 SECURITY REQUIREMENTS**

### **9.1 SECURITY REQUIREMENTS REGULATED BY AIRPORT MANAGEMENT**

1. Restricted areas are established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless entry is authorized by the County Engineer or his designee. The general public is also prohibited from all other areas of the airport posted as being restricted areas.
2. Aircraft requiring security guards or police officers must coordinate this requirement with the County Engineering Department.
3. Only flight crews, passengers, aircraft service and maintenance personnel, FAA, Fire Department or law enforcement personnel, or others authorized by the Airport Manager shall be permitted in the AOA.
4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the County Engineer or his designee will be considered trespassing and subject to arrest.
5. Santa Rosa County Sheriff's Deputies and other local law enforcement officers have the power and authority to enforce laws, ordinances, resolutions, rules and regulations adopted by the County within airport boundaries.

### **9.2 SECURITY OF AIRCRAFT AND AOA**

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their airport tenant-leased area of responsibility.
3. Tenants and Tenant employees are responsible for safeguarding doors, gates and other access to the AOA, as well as access to restricted areas of the airport.
4. A breach in security by a tenant or tenant employee that results in a FAA, FDOT or County finding of negligence will be cause to review, fine and possibly cancel or curtail tenant access to the AOA or restricted areas of the airport.

## 10 FLYING CLUBS

The following requirements pertain to all flying clubs desiring to base their aircraft at the Airport. Prior to commencement of aeronautical activities, each club must obtain approval from the County and secure a lease and operating agreement for proposed activities. Prior to and during the term of the lease and operating agreement, each club, at the request of the County, will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations:

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircraft, for their personal use and enjoyment only. The ownership of the aircraft, or aircraft, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who provides flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
4. The flying club, with its permit request, shall furnish the County a copy of its:
  - A. Charter and bylaws
  - B. Articles of association
  - C. Partnership agreement or other documentation supporting its existence a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis
  - D. Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public Liability (\$100,000/\$50,000) per person; public liability (\$300,000/\$100,000) per accident; property damage (\$100,000/\$20,000), with hold harmless clause in favor of the Airport/County, its officers and employees (10 days prior notice of cancellation shall be filed with airport management)

- E. Number and type of aircraft
- F. Evidence that aircraft are properly certificated
- G. Evidence that ownership is vested in the club
- H. Operating rules of the club.

The books and other records of the club shall be available for review at any reasonable time by the County.

- 5. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport.

## **11 REVIEW OF AR&R AND MINIMUM STANDARDS FOR AERONAUTICAL BUSINESS ACTIVITIES**

Twelve months after date of adoption of these AR&R and Minimum Standards for Aeronautical Business Activities, and every twelve months thereafter, these documents will be reviewed and updated with any changes that may be necessary.

If at *any* time it appears necessary to do so, the County reserves the right to review and revise these documents sooner than the 12 months interval specified above.



**SANTA ROSA COUNTY ENGINEERING**  
**SANTA ROSA COUNTY, FLORIDA**  
**6051 OLD BAGDAD HWY., STE. 300**  
**MILTON, FLORIDA 32583**  
www.santarosa.fl.gov

Preliminary  
Engineers Report  
February 20, 2012

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer

This is a Preliminary check list:

The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for February 23, 2012 at 9:00 a.m. in Milton, Florida.

1. Discussion of paving 8-foot shoulders on U.S. 98 with two FDOT resurfacing projects:
  - a) From Gondolier Boulevard to the Gulf Breeze Zoo in the amount of \$792,971; and
  - b) From the Gulf Breeze Zoo to the Okaloosa County line in the amount of \$558,699.  
(Attachment A)
  
2. Discussion of Navarre Beach Marine Sanctuary snorkeling reef project. (Attachment B)
  
3. Discussion of Task Orders 1 and 2 from Volkert, Inc. for the Navarre Beach Causeway Bridges rehabilitation.  
(Attachment C)

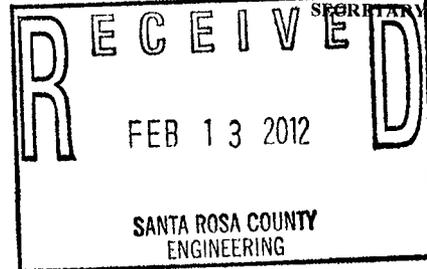


**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

1074 Hwy 90  
Chipley, FL 32428

ANANTH PRASAD, P.E.  
SECRETARY



February 8, 2011

Roger Blaylock, P.E.  
Santa Rosa County Engineer  
6051 Old Bagdad Hwy, Suite 300  
Milton, Florida 32583

**RE: S.R. 30 (U.S. 98) From the Pensacola Bay Bridge to the Okaloosa County line  
Santa Rosa County  
Financial Project Identification Number: 421644-1-52-01 & 421644-2-52-01**

Dear Mr. Blaylock:

Please find enclosed three copies of the Local Funding Agreement and Memorandum of Agreement for the two resurfacing projects along State Road 30 in Santa Rosa County for which we are including 8' shoulders between Gondolier Blvd. and the Navarre Beach Causeway. All three copies of each document will need to be signed and returned to the Florida Department of Transportation, 1074 Highway 90, Chipley, Florida at my attention.

If you have any questions concerning this project or the documents provided, please contact me at (850) 415-9425 or via email at ray.corbitt@dot.state.fl.us.

Sincerely,

Ray Corbitt  
Roadway Design Project Manager

Enclosure

**LOCALLY FUNDED AGREEMENT (ADVANCE DEPOSIT)  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SANTA ROSA COUNTY**

Project # 421644-1-52-03

This Locally Funded Agreement (“**AGREEMENT**”) is between the State of Florida, Department of Transportation (“**DEPARTMENT**”), and Santa Rosa County, Florida (“**COUNTY**”).

**FACTS**

A. The **DEPARTMENT** is currently administering Project #421644-1-52-03; which entails the resurfacing of SR 30 (US 98) from Pensacola Bay Bridge to the Zoo entrance (“**PROJECT**”).

B. The **COUNTY** is desirous of incorporating eight (8) foot paved shoulders (“**SHOULDERS**”) into the **PROJECT**. Limits of construction for the **SHOULDERS** shall be from Gondolier Blvd. to Gulf Breeze Zoo Entrance (End of project); which is within the limits of construction for the **PROJECT**.

C. The **COUNTY** is prepared to deposit **SEVEN HUNDRED NINETY TWO THOUSAND NINE HUNDRED SEVENTY ONE and 00/100 DOLLARS (\$792,971.00)** into an interest bearing escrow account established by the **DEPARTMENT** for purposes of the **SHOULDERS**.

D. The **DEPARTMENT** is authorized to enter into this **AGREEMENT** by **Section 334.044, Florida Statutes, “F.S.”** and other sections of the Florida Transportation Code.

**AGREEMENT**

Therefore, the **DEPARTMENT** and the **COUNTY** agree as follows:

1. The facts stated above are true and correct and are incorporated into and made a part of this **AGREEMENT**.
2. The **COUNTY** agrees that it will, at least fourteen (14) calendar days prior to the **DEPARTMENT**'s advertising the **PROJECT** for bid, furnish the **DEPARTMENT** an advance deposit in the amount of **SEVEN HUNDRED NINETY TWO THOUSAND NINE HUNDRED SEVENTY ONE and 00/100 DOLLARS (\$792,971.00)** for full payment of the estimated cost of the **SHOULDERS**. The advance deposit shall be the total estimated cost of the **SHOULDERS**. The **DEPARTMENT** may utilize this advance deposit for payment of the **SHOULDERS**.
3. The **DEPARTMENT** may, in its discretion, decide to delay or cancel the **SHOULDERS** without liability to the **DEPARTMENT** if the **COUNTY** fails to furnish the advance deposit as provided for in paragraph two (2). The **DEPARTMENT** may, in its discretion, decide to delay or cancel the **SHOULDERS** without liability to the **DEPARTMENT** if the **COUNTY** fails to furnish funds as provided for in paragraphs four (4) and six (6).
4. If the accepted bid amount is in excess of the advance deposit amount plus any accrued interest, the **COUNTY** will provide an additional deposit within fourteen (14) calendar days of notification from the **DEPARTMENT** or prior to posting of the accepted bid, whichever is earlier, so that the total deposit

is equal to the bid amount. The **DEPARTMENT** will notify the **COUNTY** as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount. However, failure of the **DEPARTMENT** to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for its full participation on final accounting as provided herein below. If the **COUNTY** cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the **DEPARTMENT's** project manager indicating when the deposit will be made. The **COUNTY** understands the request and approval of the additional time could delay the **SHOULDERS**, and additional costs may be incurred due to a delay of the **SHOULDERS**.

5. If the accepted bid amount is less than the advance deposit amount, the **DEPARTMENT** will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the **COUNTY** in writing.

6. Should **SHOULDER** modifications or changes occur that increase the **COUNTY'S** share of total **SHOULDER** costs, the **COUNTY** will be notified by the **DEPARTMENT** accordingly. The **COUNTY** agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **DEPARTMENT** is sufficient to fully fund the **SHOULDERS**. The **DEPARTMENT** shall notify the **COUNTY** as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the **DEPARTMENT** to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for the **SHOULDERS** during the **PROJECT** and on final accounting as provided herein below. Funds due from the **COUNTY** during the **PROJECT** not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, F.S.**

7. In the event the final accounting of total project costs is greater than the total deposits to date, the **COUNTY** will pay the additional amount within forty (40) calendar days from the date of the invoice from the **DEPARTMENT**. The **COUNTY** agrees to pay interest at a rate as established pursuant to **Section 55.03, F. S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.

8. The payment of funds under this **AGREEMENT** will be made directly to the **DEPARTMENT** for deposit and as provided in the attached Memorandum of Agreement (**MOA**) between the **COUNTY**, **DEPARTMENT** and the State of Florida, Department of Financial Services, Division of Treasury.

9. Notices pursuant to this **AGREEMENT** shall be sent by U.S. Mail to the following:

**FOR THE COUNTY**

Santa Rosa County  
Attn: Roger Blaylock, P.E., County Engineer  
6051 Old Bagdad Highway, Suite 300  
Milton, Florida 32583

**FOR THE DEPARTMENT**

Florida Department of Transportation  
Attn: Production Management  
1074 Highway 90  
Chipley, Florida 32428

10. The **DEPARTMENT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The **DEPARTMENT** considers the **PROJECT** complete when the final payment has been made to the Contractor, not when the work is complete. All **PROJECT** cost records

and accounts shall be subject to audit by a representative of the **COUNTY** for a period of five (5) years after final close out of the **PROJECT**. The **COUNTY** will be notified of the final cost. Both parties agree that in the event the final accounting of total **SHOULDER** costs pursuant to the terms of this **AGREEMENT** is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the **DEPARTMENT** to the **COUNTY**. If the final accounting is not performed within three hundred and sixty (360) days, the **COUNTY** is not relieved from its obligation to pay.

11. The following provisions of **Section 339.135(6)(a), F.S.**, are incorporated:

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this **AGREEMENT** that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this **AGREEMENT** shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this **AGREEMENT** shall be effective unless contained in a written properly-executed document.

13. This **AGREEMENT** shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This **AGREEMENT** shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This **AGREEMENT** may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

16. The **COUNTY**:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **COUNTY** during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. This **AGREEMENT** shall become effective when all parties have signed it. The date this **AGREEMENT** is signed by the last party to sign it (as indicated by the date stated under that party's

signature) shall be deemed the date of this **AGREEMENT**.

IN WITNESS WHEREOF, the **COUNTY** and the **DEPARTMENT** have executed this **AGREEMENT** by their authorized representatives.

**SANTA ROSA COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
James T. Barfield, P.E.  
District Secretary, District Three  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_  
Executive Secretary (SEAL)

Legal Review:

Legal Review:

\_\_\_\_\_  
County Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Office of the General Counsel  
Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Project # 421644-1-52-03**

This Agreement is made and entered into on \_\_\_\_\_, 2011, by and between the State of Florida, Department of Transportation, hereinafter referred to as **DEPARTMENT**, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as **TREASURY**, and Santa Rosa County, hereinafter referred to as the **COUNTY**.

**WITNESSETH**

WHEREAS, **DEPARTMENT** is currently administering the following project:

Financial Project Number: 421644-1-52-03  
County: Santa Rosa

hereinafter referred to as the **PROJECT**.

WHEREAS, **DEPARTMENT** and the **COUNTY** entered into a Locally Funded Agreement, hereinafter referred to as **LFA**, dated \_\_\_\_\_, 2011, wherein **DEPARTMENT** agreed to perform certain work on behalf of the **COUNTY** in conjunction with the **PROJECT**.

WHEREAS, the parties to this Agreement mutually agree that it would be in the best interest of the **DEPARTMENT** and the **COUNTY** to establish an interest bearing escrow account to provide funds for the work performed on the **PROJECT** on behalf of the **COUNTY** by the **DEPARTMENT**.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An advance deposit in the amount of **SEVEN HUNDRED NINETY TWO THOUSAND NINE HUNDRED SEVENTY ONE and 00/100 DOLLARS (\$792,971.00)** shall be made by the **COUNTY** into an interest bearing escrow account established by the **DEPARTMENT** for the purposes of the **PROJECT**. Said escrow account will be opened with the **TREASURY**, on behalf of the **DEPARTMENT** upon receipt of this Memorandum of Agreement. Such account will be an asset of **DEPARTMENT**.

2. Other deposits may be made by the **COUNTY** as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. Payment will be made as follows (check appropriate payment method):

\_\_\_\_ Wire transfer  
\_\_\_\_ ACH deposit  
\_\_\_\_ Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America  
Account # 001009068974  
ABA # 026009593

Chief Financial Officer of Florida  
Re: DOT -- K 11-78, Financial Project #

For ACH deposits: Bank of America  
Account # 001009068974  
ABA # 063100277  
Chief Financial Officer of Florida  
Re: DOT -- K 11-78, Financial Project #

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to **DEPARTMENT**, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation  
OOC-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

**A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.**

4. The **DEPARTMENT's** Comptroller or designee shall be the sole signatories on the escrow account with the **TREASURY** and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the **PROJECT** as defined in the **LFA**.

6. The **TREASURY** agrees to provide written confirmation of receipt of funds to the **DEPARTMENT**.

7. The **TREASURY** further agrees to provide periodic reports to the **DEPARTMENT**.

STATE OF FLORIDA

SANTA ROSA COUNTY

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

\_\_\_\_\_  
COUNTY SIGNATURE

\_\_\_\_\_  
COUNTY NAME & TITLE

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

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

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF TREASURY

\_\_\_\_\_  
COUNTY ADDRESS

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

\_\_\_\_\_  
FEDERAL EMPLOYER I.D. NUMBER

**LOCALLY FUNDED AGREEMENT (ADVANCE DEPOSIT)  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SANTA ROSA COUNTY**

Project # 421644-2-52-03

This Locally Funded Agreement (“**AGREEMENT**”) is between the State of Florida, Department of Transportation (“**DEPARTMENT**”), and Santa Rosa County, Florida (“**COUNTY**”).

**FACTS**

A. The **DEPARTMENT** is currently administering Project #421644-2-52-03; which entails the resurfacing of SR 30 (US 98) from the Zoo entrance to the Okaloosa County Line (“**PROJECT**”).

B. The **COUNTY** is desirous of incorporating eight (8) foot paved shoulders (“**SHOULDERS**”) into the **PROJECT**. Limits of construction for the **SHOULDERS** shall be from Gulf Breeze Zoo Entrance (Begin Project) to Navarre Beach Causeway; which is within the limits of construction for the **PROJECT**.

C. The **COUNTY** is prepared to deposit **FIVE HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED NINETY NINE and 00/100 DOLLARS (\$558,699.00)** into an interest bearing escrow account established by the **DEPARTMENT** for purposes of the **SHOULDERS**.

D. The **DEPARTMENT** is authorized to enter into this **AGREEMENT** by **Section 334.044, Florida Statutes, “F.S.”** and other sections of the Florida Transportation Code.

**AGREEMENT**

Therefore, the **DEPARTMENT** and the **COUNTY** agree as follows:

1. The facts stated above are true and correct and are incorporated into and made a part of this **AGREEMENT**.
2. The **COUNTY** agrees that it will, at least fourteen (14) calendar days prior to the **DEPARTMENT**'s advertising the **PROJECT** for bid, furnish the **DEPARTMENT** an advance deposit in the amount of **FIVE HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED NINETY NINE and 00/100 DOLLARS (\$558,699.00)** for full payment of the estimated cost of the **SHOULDERS**. The advance deposit shall be the total estimated cost of the **SHOULDERS**. The **DEPARTMENT** may utilize this advance deposit for payment of the **SHOULDERS**.
3. The **DEPARTMENT** may, in its discretion, decide to delay or cancel the **SHOULDERS** without liability to the **DEPARTMENT** if the **COUNTY** fails to furnish the advance deposit as provided for in paragraph two (2). The **DEPARTMENT** may, in its discretion, decide to delay or cancel the **SHOULDERS** without liability to the **DEPARTMENT** if the **COUNTY** fails to furnish funds as provided for in paragraphs four (4) and six (6).
4. If the accepted bid amount is in excess of the advance deposit amount and any accrued interest, the **COUNTY** will provide an additional deposit within fourteen (14) calendar days of notification from the **DEPARTMENT** or prior to posting of the accepted bid, whichever is earlier, so that the total deposit

is equal to the bid amount. The **DEPARTMENT** will notify the **COUNTY** as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount. However, failure of the **DEPARTMENT** to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for its full participation on final accounting as provided herein below. If the **COUNTY** cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the **DEPARTMENT's** project manager indicating when the deposit will be made. The **COUNTY** understands the request and approval of the additional time could delay the **SHOULDERS**, and additional costs may be incurred due to a delay of the **SHOULDERS**.

5. If the accepted bid amount is less than the advance deposit amount, the **DEPARTMENT** will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the **COUNTY** in writing.

6. Should **SHOULDER** modifications or changes occur that increase the **COUNTY'S** share of total **SHOULDER** costs, the **COUNTY** will be notified by the **DEPARTMENT** accordingly. The **COUNTY** agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **DEPARTMENT** is sufficient to fully fund the **SHOULDERS**. The **DEPARTMENT** shall notify the **COUNTY** as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the **DEPARTMENT** to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for the **SHOULDERS** during the **PROJECT** and on final accounting as provided herein below. Funds due from the **COUNTY** during the **PROJECT** not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, F.S.**

7. In the event the final accounting of total project costs is greater than the total deposits to date, the **COUNTY** will pay the additional amount within forty (40) calendar days from the date of the invoice from the **DEPARTMENT**. The **COUNTY** agrees to pay interest at a rate as established pursuant to **Section 55.03, F. S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.

8. The payment of funds under this **AGREEMENT** will be made directly to the **DEPARTMENT** for deposit and as provided in the attached Memorandum of Agreement (**MOA**) between the **COUNTY**, **DEPARTMENT** and the State of Florida, Department of Financial Services, Division of Treasury.

9. Notices pursuant to this **AGREEMENT** shall be sent by U.S. Mail to the following:

**FOR THE COUNTY**

Santa Rosa County  
Attn: Roger Blaylock, P.E., County Engineer  
6051 Old Bagdad Highway, Suite 300  
Milton, Florida 32583

**FOR THE DEPARTMENT**

Florida Department of Transportation  
Attn: Production Management  
1074 Highway 90  
Chipley, Florida 32428

10. The **DEPARTMENT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The **DEPARTMENT** considers the **PROJECT** complete when the final payment has been made to the Contractor, not when the work is complete. All **PROJECT** cost records

and accounts shall be subject to audit by a representative of the **COUNTY** for a period of five (5) years after final close out of the **PROJECT**. The **COUNTY** will be notified of the final cost. Both parties agree that in the event the final accounting of total **SHOULDER** costs pursuant to the terms of this **AGREEMENT** is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the **DEPARTMENT** to the **COUNTY**. If the final accounting is not performed within three hundred and sixty (360) days, the **COUNTY** is not relieved from its obligation to pay.

11. The following provisions of **Section 339.135(6)(a), F.S.**, are incorporated:

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this **AGREEMENT** that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this **AGREEMENT** shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this **AGREEMENT** shall be effective unless contained in a written properly-executed document.

13. This **AGREEMENT** shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This **AGREEMENT** shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This **AGREEMENT** may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

16. The **COUNTY**:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **COUNTY** during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. This **AGREEMENT** shall become effective when all parties have signed it. The date this **AGREEMENT** is signed by the last party to sign it (as indicated by the date stated under that party's

signature) shall be deemed the date of this **AGREEMENT**.

IN WITNESS WHEREOF, the **COUNTY** and the **DEPARTMENT** have executed this **AGREEMENT** by their authorized representatives.

**SANTA ROSA COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
James T. Barfield, P.E.  
District Secretary, District Three  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary (SEAL)

Legal Review:

\_\_\_\_\_  
County Attorney  
Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Office of the General Counsel  
Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Project # 421644-2-52-03**

This Agreement is made and entered into on \_\_\_\_\_, 2011, by and between the State of Florida, Department of Transportation, hereinafter referred to as **DEPARTMENT**, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as **TREASURY**, and Santa Rosa County, hereinafter referred to as the **COUNTY**.

**WITNESSETH**

WHEREAS, **DEPARTMENT** is currently administering the following project:

Financial Project Number: 421644-2-52-03  
County: Santa Rosa

hereinafter referred to as the **PROJECT**.

WHEREAS, **DEPARTMENT** and the **COUNTY** entered into a Locally Funded Agreement, hereinafter referred to as **LFA**, dated \_\_\_\_\_, 2011, wherein **DEPARTMENT** agreed to perform certain work on behalf of the **COUNTY** in conjunction with the **PROJECT**.

WHEREAS, the parties to this Agreement mutually agree that it would be in the best interest of the **DEPARTMENT** and the **COUNTY** to establish an interest bearing escrow account to provide funds for the work performed on the **PROJECT** on behalf of the **COUNTY** by the **DEPARTMENT**.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An advance deposit in the amount of **FIVE HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED NINETY NINE and 00/100 DOLLARS (\$558,699.00)** shall be made by the **COUNTY** into an interest bearing escrow account established by the **DEPARTMENT** for the purposes of the **PROJECT**. Said escrow account will be opened with the **TREASURY**, on behalf of the **DEPARTMENT** upon receipt of this Memorandum of Agreement. Such account will be an asset of **DEPARTMENT**.

2. Other deposits may be made by the **COUNTY** as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. Payment will be made as follows (check appropriate payment method):

Wire transfer  
 ACH deposit  
 Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America  
Account # 001009068974  
ABA # 026009593

Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project #

For ACH deposits: Bank of America  
Account # 001009068974  
ABA # 063100277  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project #

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to **DEPARTMENT**, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation  
OOO-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

**A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.**

4. The **DEPARTMENT's** Comptroller or designee shall be the sole signatories on the escrow account with the **TREASURY** and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the **PROJECT** as defined in the **LFA**.

6. The **TREASURY** agrees to provide written confirmation of receipt of funds to the **DEPARTMENT**.

7. The **TREASURY** further agrees to provide periodic reports to the **DEPARTMENT**.

STATE OF FLORIDA

SANTA ROSA COUNTY

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

\_\_\_\_\_  
COUNTY SIGNATURE

\_\_\_\_\_  
COUNTY NAME & TITLE

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

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

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF TREASURY

\_\_\_\_\_  
COUNTY ADDRESS

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

\_\_\_\_\_  
FEDERAL EMPLOYER I.D. NUMBER



**WALTER MARINE**  
**— ARTIFICIAL REEFS —**

[www.reefmaker.net](http://www.reefmaker.net)  
251-979-2200

February 13, 2012

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 - Office  
850 983-2161 - FAX

Cost of Snorkeling reef project: \$73,650

David Walter owner/Walter Marine



**WALTER MARINE**  
**— ARTIFICIAL REEFS —**

www.reefmaker.net  
251-979-2200

February 15, 2012

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 - Office  
850 983-2161 - FAX

Installation cost is calculated for both inshore reefs to done at the same time, so transportation cost could be divided between projects.

File #57-297364-001DG Inshore Reef 77 units      Total cost less signs and piles for signs  
\$146,313

File #57-297348-001DG Inshore Reef 38 units      Total cost less signs and piles for signs  
\$73,542

File #57-297341-001DG Snorkeling reef 30 units      No signs  
\$73,650

Piles for the signs installed using Pearson Fiberglass piling      \$2,500 ea.  
Less sign boards. Wooden piling would cost less.

David Walter owner/Walter Marine

# VOLKERT

252001101  
Volkert, Inc.  
3809 Moffett Road (36618)  
P.O. Box 7434  
Mobile, AL 36670-0434

Office 251.342.1070  
Fax 251.342.7962  
volkert@volkert.com

www.volkert.com

February 14, 2012

Mr. Roger A. Blaylock, P. E.  
Santa Rosa County Engineering  
County Engineer  
6051 Old Bagdad Highway, Suite 300  
Milton, FL 32566

Subject: Task Agreement No. 1 – Preparation of Plans and Specifications  
Bridge ID 580951, ICWW at Navarre, and Bridge ID 580910,  
Navarre Relief  
Task Agreement No. 2 – Construction Observation Services  
Bridge ID 580951, ICWW at Navarre, and Bridge ID 580910,  
Navarre Relief

Dear Mr. Blaylock:

Enclosed are two (2) copies each of the above referenced Agreements for review and execution. Please return one executed copy of each Agreement to Volkert, Inc. for our records.

We appreciate the opportunity to work with you on this project. Please feel free to give me a call if you have any questions.

Sincerely,



Guy E. O'Connor, P.E.  
Vice President – Gulf Region

lsb  
Enclosure

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Gainesville, Pensacola, Tampa, Florida • Atlanta, Georgia  
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Jackson, Mississippi • Jefferson City, Missouri  
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



DUPLICATE

TASK AGREEMENT NO. 1  
TO CONTRACT FOR PROFESSIONAL SERVICES  
DATED NOVEMBER 10, 2011 BETWEEN  
SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS AND  
VOLKERT, INC.

This Task is to be performed in accordance with the provisions of the Agreement between the Santa Rosa County Board of County Commissioners (OWNER), and Volkert, Inc. (CONSULTANT) dated November 10, 2011.

**SCOPE OF SERVICES**

The CONSULTANT shall perform certain professional engineering services as requested by the OWNER as follows:

This Task will include the preparation of plans and specifications for repairs to Bridge ID 580951, ICWW at Navarre and Bridge ID 580910, Navarre Relief in Santa Rosa County. Santa Rosa County will furnish as-built bridge plans and any pertinent information that may be useful in the repair of these bridges. The work will involve site investigations and utilization of specialty bridge access equipment to visually identify deficiencies on the bridges. Bridge repairs are anticipated to include concrete repairs, guardrail rehab, replace missing bolts in steel members, repair/replace steel members that have advanced section loss, clean and repaint steel members, and fender system rehab. Design work will include the following:

1. Meetings with the Client.
2. Site investigations using specialty bridge access equipment.
3. Plan submittals at 60%, 90% and Final.
4. Preliminary cost estimate of repairs.

Specialized services such as laboratory testing of materials, subsurface borings, property or boundary surveys, permit preparation and submittals, and expert witness services are not part of this Task.

**SCHEDULE OF SERVICES**

All work associated with this Task is anticipated to begin in February 2012 and be completed prior to September 3, 2012 (Labor Day).

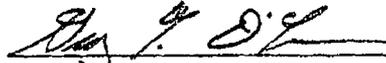
**METHOD OF PAYMENT**

For services performed by the CONSULTANT under this Agreement in completion of work contemplated and described under Scope of Services, compensation shall be based on a lump sum, not to exceed amount of One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00). This amount will be payable on an approved percentage completion basis and will be invoiced to OWNER on not more than a monthly basis with monthly progress report to be provided by CONSULTANT.

**TASK ACCEPTANCE**

The parties hereto have made and executed this Task Agreement in duplicate as of the executed date.

Submitted by: VOLKERT, INC.

  
\_\_\_\_\_

Guy E. O'Connor, P.E.

Title: Vice President – Gulf Region

2/13/12  
\_\_\_\_\_

Date

Approved: SANTA ROSA COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Date

TASK AGREEMENT NO. 2  
TO CONTRACT FOR PROFESSIONAL SERVICES  
DATED NOVEMBER 10, 2011 BETWEEN  
SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS AND  
VOLKERT, INC.

This Task is to be performed in accordance with the provisions of the Agreement between the Santa Rosa County Board of County Commissioners (OWNER), and Volkert, Inc. (CONSULTANT) dated November 10, 2011.

**SCOPE OF SERVICES**

The CONSULTANT shall perform certain professional engineering services as requested by the OWNER as follows:

This Task will include providing construction observation services during the construction rehab phase, for Bridge ID 580951, ICWW at Navarre and Bridge ID 580910, Navarre Relief in Santa Rosa County. Bridge repairs are anticipated to include concrete repairs, guardrail rehab, replace missing bolts in steel members, repair/replace steel members that have advanced section loss, clean and repaint steel members, and fender system rehab.

**Construction Phase Services**

CONSULTANT will provide construction phase services to include the following:

- A. **CONSULTANT'S Personnel at Construction Site**
- a. The CONSULTANT shall make periodic visits to the site at all critical stages of construction, as the CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the work of the construction contract (the "Contractor").
  - b. The CONSULTANT shall provide site observations during the construction phase of operations or at approved intervals by the OWNER. The furnishing of such on-site observations will not extend the CONSULTANT'S responsibilities or authority beyond the specific limits set forth in this Agreement. Such visits and observations by the CONSULTANT are not intended to be exhaustive, or to extend to every aspect of the work in progress, but rather are to be limited to

spot checking, selective sampling and similar methods of general observation of the work based on the CONSULTANT'S exercise of professional judgment. Based on information obtained during such visits and such observations, the CONSULTANT shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents ("Contract Documents"), and the CONSULTANT shall keep the OWNER informed of the progress of the work. The OWNER shall save and hold harmless the CONSULTANT and their representatives from any and all causes of action or damages arising from any work stoppage by any third party including the contractor.

B. Contractor is Responsible for Construction Work

- a. The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. The CONSULTANT shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- b. The OWNER agrees to include all construction contracts provisions for Contractor indemnification of the OWNER and the CONSULTANT for Contractor's negligence and to name the OWNER and the CONSULTANT as additional insured on applicable Contractor's insurance policies.
- c. The OWNER agrees to include in all pending and future contracts with Contractors and equipment or material suppliers: Contractors, subcontractors and equipment and material suppliers on the projects, or their sureties, a provision excluding any direct action against the CONSULTANT, its officers, directors, employees, agents, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by the CONSULTANT.
- d. The OWNER and SUBCONSULTANT agree that this Agreement is for their benefit only, and is not intended to benefit any person(s), entity(ies), or other third party not a signatory hereto. There are no intended third party beneficiaries to this Agreement.

C. Contractor Submittals

The CONSULTANT shall review the Contractor's shop drawings and other submittals. Such review shall be only for conformance with the information given in the Contract Documents and for compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto. CONSULTANT shall review Contractor's invoices and time schedules for accuracy and completeness and provide recommendations regarding approval on behalf of OWNER.

D. Record Drawings

The CONSULTANT shall prepare and deliver to the OWNER record drawings once construction is complete and accepted by the OWNER. Such record drawings will be based on information furnished by the Contractor to the CONSULTANT showing changes made during construction. The record drawings shall be submitted to the OWNER in the form of one set of plans and in digital format on a CD (MicroStation compatible format). The CONSULTANT is not responsible for any errors or omissions in the information provided by the Contractor that is incorporated into the record drawings. Upon OWNER'S written request, the CONSULTANT shall review the Contractor's final drawing for completed construction, for conformity based on CONSULTANT'S site observations and advise OWNER of any noted deficiencies.

E. Work Not Included

Specialized services such as laboratory testing of materials, subsurface borings, property or boundary surveys, permit preparation and submittals, and expert witness services are not part of this Task.

**SCHEDULE OF SERVICES**

All work associated with this Task is anticipated to be completed between September 3, 2012 (Labor Day) and prior to March 2013 Spring Break.

**METHOD OF PAYMENT**

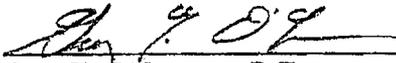
For services performed by the CONSULTANT under this Agreement in completion of work contemplated and described under Scope of Services, approved services shall be compensated based on a Cost Times a Multiplier, ("Cost-Plus Basis"), defined as follows: the cost of salaries of engineers,

technicians, drafters, surveyors, office assistants, secretaries and other directly involved employees for time directly chargeable to the project times a multiplier of 2.72 to cover all other costs, overhead and profit. In addition to compensation computed above, reimbursement will be paid for actual costs of identified and pre-approved extra-ordinary expenses specifically required by the project. Compensation for services shall not exceed One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00), unless approved by OWNER. Services will be payable based on approved invoices submitted by CONSULTANT to OWNER on not more than a monthly basis.

**TASK ACCEPTANCE**

The parties hereto have made and executed this Task Agreement in duplicate as of the executed date.

Submitted by: VOLKERT, INC.

  
\_\_\_\_\_  
Guy E. O'Connor, P.E.  
Title: Vice President – Gulf Region

2/13/12  
\_\_\_\_\_  
Date

Approved: SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Date

## AGENDA

**Santa Rosa County  
Public Services Committee  
Meeting, February 20, 2012, 9:00 A.M.**

### DEVELOPMENT SERVICES

1. Recommend approval of the Section 5311 Public Transportation Grant and Trip Equipment Grant Agreement Modifications and authorize chairman to sign all related documents.
2. Recommend approval for staff to prepare a Transportation Enhancement Grant application for the Jay Sidewalk Extension Project.



## Department of Public Services

Santa Rosa County, Florida  
6051 Old Bagdad Highway, Suite 202  
Milton, Florida 32583  
www.santarosa.fl.gov  
Office: (850) 981-7040 Fax: (850) 623-1208



**Tony Gomillion, Director**

### **MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Shawn Ward, Planner II

**THROUGH:** Beckie Cato, Planning Director

**DATE:** February 13, 2012

**RE:** Section 5311 Public Transportation Grant and Trip Equipment Grant Agreements

### **RECOMMENDATION**

That the Board authorize the Chairman to sign the attached updated agreements to continue Santa Rosa County door to door public transportation.

### **BACKGROUND**

Section 5311 of the current federal transportation authorization bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides funding for public transportation in rural areas. In the past, Santa Rosa County has applied for this funding to provide transportation to residents of rural areas, primarily door-to-door. The service is provided by Pensacola Bay Transportation.

The two agreements are being updated to add the requirement for E-Verify to verify the employment eligibility of employees hired by the county, Pensacola Bay Transportation, or their contractors during the term of the agreements.

## Memorandum of Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County") and Pensacola Bay Transportation Company, LLC ("Pensacola Bay"), the Community Transportation Coordinator for Santa Rosa County as designed pursuant to Chapter 427, F.S.

WHEREAS Santa Rosa County has been awarded funds from Section 5311 funds as administered by the State of Florida Department of Transportation; and

WHEREAS the funding herein is not construed by Pensacola Bay as a continuing obligation on the part of the County,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of Pensacola Bay to fund expenses associated with only those costs as outlined below:
  - a. Provide transportation services in the non-urban area as set forth in the current Public Transportation Joint Participation Agreement between the State of Florida Department of Transportation and Santa Rosa County, which agreement is incorporated herein by reference.
2. The disbursement of funds by the County to Pensacola Bay shall be made upon a reimbursement basis. Pensacola Bay will incur the costs and seek reimbursement for expenditures from the County.
3. Pensacola Bay is to submit prior to the disbursement of funds acceptable documentation demonstrating that the services outlined in the reimbursement request were used for the purpose as outlined in Section 1 above.
4. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations, and shall not expressly or by implication represent to any party that Pensacola Bay and the County are partners or that Pensacola Bay is the agent or representative of the County.
5. Pensacola Bay agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Pensacola Bay, its delegates, agents or employees or due to any act of occurrence of omission or commissioner of Pensacola Bay, including but not limited to costs and reasonable attorney's fees. The County may at its option defend itself or allow Pensacola Bay to provide the defense.

6. The performance of Santa Rosa County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.
7. Santa Rosa County will terminate this agreement if Pensacola Bay loses its CTC designation.
8. Pensacola Bay will comply with all applicable laws, ordinances and regulations governing their operations.
9. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, including but not limited to Chapter 427, F.S. and Rule 41-2, FAC.
10. Pensacola Bay agrees to comply with Title VI of the Civil Rights Act of 1964 (78 Statute 252), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Florida Human Rights Act.
11. Pensacola Bay agrees to comply with all of the requirements imposed by Title VIII of the Civil Rights Act of 1968, USC 3601, et. seq.
12. Executive Order No. 11-02, signed by the Governor of Florida requires all state agency contracts to include a requirement that contractors and subcontractors use E-Verify.  
Vendor/Consultant:
  - a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
  - b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. Neither Pensacola Bay nor any of its subcontractors shall enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer or employee of Pensacola Bay during his/her tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to Pensacola Bay, Pensacola Bay, with the approval of the County may waive the prohibition contained in this section provided any such present member, officer or employee shall not participate in any action by Pensacola Bay relating to all contracts entered into in connection with the project or any property included or planned

to be included in the project. Pensacola Bay shall require its subcontractors to insert in each of their subcontracts the following provision:

“No member, officer or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in the contract or proceedings thereof.”

14. Pensacola Bay agrees to comply in accordance with Florida Statute 341.061 to the following as amended:
  - a) The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
  - b) Compliance with adopted safety standards in the SSPP & SPP.
  - c) Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009 Florida Administrative Code.
15. Pensacola Bay agrees to comply in accordance with the provisions of 49 CFR Parts 40 and 655 as amended establishing and implementing an anti-drug and alcohol misuse prevention program.
16. In accordance with Section 287.133 Florida Statutes, Pensacola Bay hereby certifies that to the best of their knowledge and belief neither Pensacola Bay nor any of their affiliates have been convicted of a public entity crime. Violation of this section by Pensacola Bay shall be grounds for cancellation of this agreement by the County.
17. Pensacola Bay agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Pensacola Bay to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal 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.
18. Pensacola Bay agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, where applicable.

WHERETO the parties have set their hands and seals effective this date whereon the last party executes this agreement.

**Santa Rosa County**

\_\_\_\_\_  
Jim Williamson  
Chairman, BOCC

\_\_\_\_\_  
Date

Attested by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Pensacola Bay Transportation  
Company, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Witnesses:**

\_\_\_\_\_  
Printed: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

## Memorandum of Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County") and Pensacola Bay Transportation Company, LLC ("Pensacola Bay"), the Community Transportation Coordinator for Santa Rosa County as designed pursuant to Chapter 427, F.S.

WHEREAS Pensacola Bay has been awarded the Non-Sponsored Trip Equipment Grant from the Commission for Transportation Disadvantaged; and

WHEREAS this grant requires a match of \$18,000 a year or \$1500 per month,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of Pensacola Bay to fund expenses associated with the transportation of Santa Rosa County disadvantaged residents.
2. The disbursement of funds by the County to Pensacola Bay shall be made monthly upon a reimbursement basis. Pensacola Bay will incur the costs and provide an invoice for expenditures from the County.
3. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations, and shall not expressly or by implication represent to any party that Pensacola Bay and the County are partners or that Pensacola Bay is the agent or representative of the County.
4. Pensacola Bay agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Pensacola Bay, its delegates, agents or employees or due to any act of occurrence of omission or commissioner of Pensacola Bay, including but not limited to costs and reasonable attorney's fees. The County may at its option defend itself or allow Pensacola Bay to provide the defense.
5. The performance of Santa Rosa County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.
6. Santa Rosa County will terminate this agreement if Pensacola Bay loses its CTC designation.

7. Pensacola Bay will comply with all applicable laws, ordinances and regulations governing their operations.
8. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, including but not limited to Chapter 427, F.S. and Rule 41-2, FAC.
9. Executive Order No. 11-02, signed by the Governor of Florida requires all state agency contracts to include a requirement that contractors and subcontractors use E-Verify.

Vendor/Consultant:

- a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
- b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

WHERETO the parties have set their hands and seals effective this date whereon the last party executes this agreement.

**Santa Rosa County**

**Pensacola Bay Transportation Company, LLC**

\_\_\_\_\_  
 Jim Williamson  
 Chairman, BOCC

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

Attested by:

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

**Witnesses:**

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Printed: \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed: \_\_\_\_\_



# Santa Rosa County Development Services



Beckie Cato, AICP  
Planning and Zoning Director

Tony Gomillion  
Public Service Director

John T. "Tim" Tolbert  
Building and Fire Official

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Shawn Ward, Planner II

**THROUGH:** Beckie Cato, Planning Director

**DATE:** February 13, 2012

**RE:** Jay Sidewalk Transportation Enhancement Grant Application

## RECOMMENDATION

That the Board authorize staff to begin research and work on a Town of Jay - Highway 4 Sidewalk Extension Project to be submitted as a Transportation Enhancement (TE) application in June 2012.

## BACKGROUND

The grant application will be to request funds from the Florida Department of Transportation to continue the sidewalk on the south side of SR 4 from City Hall to western town boundary. A sidewalk was previously completed on the south side of SR 4 from City Hall to Beck Avenue, funded through the Transportation Enhancement Program. The proposed project has been a County Transportation Rural Priorities Project since 2008.

Transportation Enhancement (TE) is a federal program authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 2005. It authorizes a percentage of federal surface transportation funds to be set aside for transportation enhancements such as bicycle/pedestrian projects, restoration of historical transportation assets, landscaping, etc. Normally federal funds pay at least 80% of the project with 20% matched by the state. The project location is located outside the TPO Planning Boundary; therefore, applications are submitted directly to the Florida Department of Transportation by June 1<sup>st</sup> each year.

Santa Rosa County Public Service Complex  
6051 Old Bagdad Highway, Suite 202 Milton, Florida 32583  
[www.santarosa.fl.gov](http://www.santarosa.fl.gov)  
Office: (850) 981-7000

AGENDA  
PUBLIC WORKS COMMITTEE

February 20, 2012

Chairman: Commissioner Lynchard

Vice Chairman: Commissioner Melvin

1. Discussion of paving the following roads in District 1 at an estimated cost of \$58,977.00:

- Pearson Road (northern end)
- San Pablo Street (Avalon Blvd to N 32<sup>nd</sup> Ave)
- North 32<sup>nd</sup> Avenue (San Pablo St to San Juan St)
- North 37<sup>th</sup> Avenue (south of Delmonte St)
- North 34<sup>th</sup> Avenue (south of Delmonte St)
- North 30<sup>th</sup> Avenue (San Pablo St to San Juan St)
- North 35<sup>th</sup> Avenue (south of Delmonte St)
- North 24<sup>th</sup> Avenue (Delmonte St to Santa Monica St)
- Santa Monica Street (N 24<sup>th</sup> Ave to N 28<sup>th</sup> Ave)

2. Discussion of resurfacing the following roads in District 1 at an estimated cost of \$112,909:

- Harbour Oaks Drive
- Mike Gibson Lane
- Heatherwood Way
- Berrybrook Circle (northern end near entrance)
- Gwen Lane
- Thomastown Drive
- Hamilton Lane (Courtney Ln to west end)
- Hamilton Cove
- Mourning Dove
- White Road (western end)



**Department of Public Works**  
SANTA ROSA COUNTY, FLORIDA  
Milton, Florida 32583

**Stephen L. Furman**  
Assistant  
Public Works Director  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221

**AVIS WHITFIELD**  
Director of Public Works  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221  
Fax 623-1331

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
P. O. Box 864  
623-1569 • 939-1877

February 15, 2012

Mr. Jim Williamson  
Santa Rosa County Board of County Commissioners  
6495 Caroline Street  
Milton, FL 32570

Dear Mr. Williamson:

The estimated cost for paving the following roads in District One is \$ 58,977.00:

Pearson Road (northern end)	\$ 19,311.00
San Pablo Street (Avalon Blvd to N 32 <sup>nd</sup> Ave)	3,332.00
North 32 <sup>nd</sup> Avenue (San Pablo St to San Juan St)	5,986.00
North 37 <sup>th</sup> Avenue (south of Delmonte St)	1,562.00
North 34 <sup>th</sup> Avenue (south of Delmonte St)	885.00
North 30 <sup>th</sup> Avenue (San Pablo St to San Juan St)	6,507.00
North 35 <sup>th</sup> Avenue (south of Delmonte St)	2,395.00
North 24 <sup>th</sup> Avenue (Delmonte St to Santa Monica St)	5,882.00
Santa Monica Street (N 24 <sup>th</sup> Ave to N 28 <sup>th</sup> Ave)	13,117.00

Sincerely,

A handwritten signature in black ink, appearing to read "Avis Whitfield".

Avis Whitfield  
Public Works Director

AW/lc



## Department of Public Works

SANTA ROSA COUNTY, FLORIDA  
Milton, Florida 32583

**Stephen L. Furman**  
Assistant  
Public Works Director  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221

**AVIS WHITFIELD**  
Director of Public Works  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221  
Fax 623-1331

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
P. O. Box 864  
623-1569 • 939-1877

February 15, 2012

Mr. Jim Williamson  
Santa Rosa County Board of County Commissioners  
6495 Caroline Street  
Milton, FL 32570

Dear Mr. Williamson:

The estimated cost for resurfacing the following roads in District One is \$ 112,909.00:

Harbour Oaks Drive	\$ 14,339.00
Mike Gibson Lane	7,278.00
Heatherwood Way	16,464.00
Berrybrook Circle (northern end near entrance)	9,389.00
Gwen Lane	7,482.00
Thomastown Drive	9,446.00
Hamilton Lane (Courtney Ln to west end)	16,828.00
Hamilton Cove	4,988.00
Mourning Dove	4,245.00
White Road (western end)	22,450.00

Sincerely,

A handwritten signature in black ink, appearing to read "Avis Whitfield".

Avis Whitfield  
Public Works Director

AW/lc

# **BUDGET & FINANCIAL MANAGEMENT COMMITTEE**

Chairman: Commissioner Melvin  
Vice Chairman: Commissioner Williamson

February 20, 2012

## **Bid Actions:**

- 1) Discussion of bids received for corrugated aluminum pipe. Gulf Atlantic Culvert Company, Inc. is the overall low bidder meeting specifications.
- 2) Discussion of bids received for repairs to Fisher Hamilton Building. Sanborn Builders, Inc. is the low bidder meeting specifications with a bid of \$55,000.

## **Budget:**

- 3) **Budget Amendment 2012 – 076** in the amount of **\$15,000**. Funds youth development programs at the YMCA from District 4 Project Fund Reserves.
- 4) **Budget Amendment 2012 – 077** in the amount of **\$9,000**. Funds refurbishment of Horse Arena panels in East Milton Park from District 2 Project Fund Reserves.
- 5) **Budget Amendment 2012 – 078** in the amount of **\$20,000**. Funds enclosure of East Milton Gymnasium breezeway from District 2 Project Fund Reserves.
- 6) **Budget Amendment 2012 – 079** in the amount of **\$44,339**. Funds submerged land lease fee for the Navarre Beach Fishing Pier for calendar years 2010-2012, in accordance with Florida Department of Environmental Protection agreement from General Fund Reserves.
- 7) **Budget Amendment 2012 – 080** in the amount of **\$38,000**. Carries forward funds for shared cost of construction for north approach to Bryant Bridge in the Road and Bridge Fund.
- 8) **Budget Amendment 2012 – 081** in the amount of **\$18,000**. Carries forward funds for operations of the Santa Rosa Transit Program through November 30, 2012 from the General Fund.

## **County Expenditure/Check Register:**

- 9) Recommend approval of County Expenditures / Check Register

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** CORRUGATED STEEL PIPE

2. **RESPONSIBLE OFFICE:** ROAD & BRIDGE

3. **DESCRIPTION OF SERVICE/PRODUCT:**

Corrugated steel pipe: Round in 12 inches, 15 inches, 18 inches, 21 inches, 24 inches, 30 inches, 36 inches, 42 inches, 48 inches, 54 inches, 60 inches, 66 inches, and 72 inches diameters; and Arch Pipe in 17 inches x 13 inches, 21 inches x 15 inches, 24 inches x 18 inches, 28 inches x 20 inches, 35 inches x 24 inches, 42 inches x 29 inches, 49 inches x 33 inches, 57 inches x 38 inches, 64 inches x 43 inches, 71 inches x 47 inches, 77 inches x 52 inches, and 83 inches x 57 inches.

4. **SCOPE OF WORK:**

N/A

5. **BIDDERS AND PRICES:**

A.	Gulf Atlantic Culvert	Detailed Pricing
B.	Contech Construction Products	Detailed Pricing

PLEASE USE THIS FOR YOUR OWNERS JAY BUCHANAN #2

### MINIMUM SPECIFICATIONS AND BID FORM CORRUGATED ALUMINUM PIPE

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 1-27-12

All pipe furnished to Santa Rosa County shall meet the most current edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*. Corrugated aluminum pipe, including pipe arch, shall be fabricated with helical corrugation with a minimum of two annular corrugation formed on each end of each pipe to accommodate a coupling band as found in Section 943-1, *Florida Department of Transportation Standard Specification for Road and Bridge Construction*.

Culvert pipe minimum thickness shall be found in Section 943-2, Tables I & II of specifications.

Bands shall be at least 10 1/2 inch in width and designed to match the annular corrugation of the pipe as specified in Section 430-8.1.3.

Rubber or neoprene gaskets 7" x 3/8" as specified in Section 430-8.1.2.

The undersigned agrees to furnish these items as requested by you for Santa Rosa County in your invitation to bid, and certifies that the items meet or exceed the specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form.

Name & Address of Bidder

Gulf Atlantic Culvert Co. Inc.  
PO Box 4002 Tallahassee, Fl. 32315

ALUMINUM ROUND PIPE				ALUMINUM ARCH PIPE			
SIZE	GAUGE	PRICE PER LF	MITERED END PER LF	SIZE	GAUGE	PRICE PER LF	MITERED END PER LF
12"	16	\$ 7.47	\$ 10.10				
12"	14	\$ N/B	\$ N/B				
15"	16	\$ 9.27	\$ 12.14	17"x13"	16	\$ 9.87	\$ 12.74
15"	14	\$ N/B	\$ N/B	17"x13"	14	\$ N/B	\$ N/B
18"	16	\$ 11.06	\$ 14.12	21"x15"	16	\$ 11.71	\$ 14.77
18"	14	\$ N/B	\$ N/B	21"x15"	14	\$ N/B	\$ N/B
21"	16	\$ 12.85	\$ 15.90	24"x18"	16	\$ 13.55	\$ 16.60
21"	14	\$ N/B	\$ N/B	24"x18"	14	\$ N/B	\$ N/B
24"	16	\$ 14.65	\$ 17.94	28"x20"	16	\$ 15.38	\$ 20.21
24"	14	\$ N/B	\$ N/B	28"x20"	14	\$ N/B	\$ N/B
30"	14	\$ N/B	\$ N/B	35"x24"	14	\$ N/B	\$ N/B
36"	14	\$ N/B	\$ N/B	42"x29"	12	\$ N/B	\$ N/B
42"	12	\$ N/B	\$ N/B	49"x33"	12	\$ N/B	\$ N/B
48"	12	\$ N/B	\$ N/B	57"x38"	12	\$ N/B	\$ N/B
54"	12	\$ N/B	\$ N/B	64"x43"	10	\$ N/B	\$ N/B
60"	10	\$ N/B	\$ N/B	71"x47"	10	\$ N/B	\$ N/B
66"	10	\$ N/B	\$ N/B	77"x52"	10	\$ N/B	\$ N/B
72"	10	\$ N/B	\$ N/B	83"x57"	10	\$ N/B	\$ N/B

**MINIMUM SPECIFICATIONS AND BID FORM  
CORRUGATED ALUMINUM PIPE**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: February 10, 2012

All pipe furnished to Santa Rosa County shall meet the most current edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*. Corrugated aluminum pipe, including pipe arch, shall be fabricated with helical corrugation with a minimum of two annular corrugation formed on each end of each pipe to accommodate a coupling band as found in Section 943-1, *Florida Department of Transportation Standard Specification for Road and Bridge Construction*.

Culvert pipe minimum thickness shall be found in Section 943-2, Tables I & II of specifications.

Bands shall be at least 10 1/2 inch in width and designed to match the annular corrugation of the pipe as specified in Section 430-8.1.3.

Rubber or neoprene gaskets 7" x 3/8" as specified in Section 430-8.1.2.

The undersigned agrees to furnish these items as requested by you for Santa Rosa County in your invitation to bid, and certifies that the items meet or exceed the specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form.

Name & Address of Bidder

CONTECH Construction Products Inc.  
8250 62nd Street North Pinellas Park, FL. 33781

ALUMINUM ROUND PIPE				ALUMINUM ARCH PIPE			
SIZE	GAUGE	PRICE PER LF	MITERED END PER LF	SIZE	GAUGE	PRICE PER LF	MITERED END PER LF
12"	16	\$ 8.18	\$ 9.68				
12"	14	\$ 10.23	\$ 12.10				
15"	16	\$ 10.24	\$ 11.44	17"x13"	16	\$ 11.26	\$ 13.05
15"	14	\$ 12.81	\$ 14.30	17"x13"	14	\$ 14.09	\$ 16.31
18"	16	\$ 12.28	\$ 14.08	21"x15"	16	\$ 13.51	\$ 15.65
18"	14	\$ 15.35	\$ 17.60	21"x15"	14	\$ 16.89	\$ 19.56
21"	16	\$ 14.52	\$ 16.72	24"x18"	16	\$ 15.89	\$ 18.49
21"	14	\$ 18.15	\$ 20.90	24"x18"	14	\$ 19.96	\$ 23.11
24"	16	\$ 17.33	\$ 18.48	28"x20"	16	\$ 19.06	\$ 22.07
24"	14	\$ 21.66	\$ 23.10	28"x20"	14	\$ 23.83	\$ 27.59
30"	14	\$ 26.17	\$ 28.79	35"x24"	14	\$ 28.79	\$ 31.67
36"	14	\$ 32.38	\$ 35.62	42"x29"	12	\$ 35.62	\$ 39.18
42"	12	\$ 55.00	\$ 60.51	49"x33"	12	\$ 60.51	\$ 66.56
48"	12	\$ 57.00	\$ 62.70	57"x38"	12	\$ 62.70	\$ 68.97
54"	12	\$ 68.40	\$ 75.24	64"x43"	10	\$ 75.24	\$ 82.76
60"	10	\$ 95.00	\$ 104.50	71"x47"	10	\$104.50	\$ 114.95
66"	10	\$105.45	\$ 115.90	77"x52"	10	\$115.90	\$ 127.59
72"	10	\$114.00	\$ 125.40	83"x57"	10	\$125.40	\$ 137.94

## PROCUREMENT RECOMMENDATION

2

1. **PRODUCT/SERVICE:** FISHER/HAMILTON BUILDING REPAIRS

2. **RESPONSIBLE OFFICE:** RISK MANAGEMENT

3. **DESCRIPTION OF SERVICE/PRODUCT:**

Repairs to the Fisher/Hamilton Building

4. **SCOPE OF WORK:**

This work includes the stabilization and repair of a portion of the existing foundation, as well as the repair and sealing of the exterior brick south facade.

5. **BIDDERS AND PRICES:**

A. Sanborn Builders, Inc.	\$ 55,000.00
B. Arcadia ICR, LLC	\$ 58,643.05
C. Empire Builders Group, Inc.	\$ 61,898.75
D. ParsCo, LLC	\$ 99,012.00
E. Phoenix Coatings, Inc.	\$260,700.00

3

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.  
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 13, 2012

FROM: **District 4 Capital Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2324 – 599001	Dist. 4 - Reserve for Contingencies	(\$ 15,000)
	2324 – 5910001	Transfer to General Fund	\$ 15,000
To:	001 – 3810003	From Dist. 4 Recreation Projects	\$ 15,000
	0013 – 5820013	YMCA	\$ 15,000

**State reason for this request:**

Funds youth development programs at the YMCA from District 4 Project Fund Reserves.

**Requested by: Joel Haniford/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-076**

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS



RECEIVED FEB 10 2012

FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

February 10, 2012

2012-076

Commissioner Jim Melvin  
County Commissioner, District 4  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570-4592

Dear Commissioner Melvin:

Thank you for your involvement with the Pullum Family YMCA in Navarre. We appreciate the Santa Rosa County's support of our work to strengthen families in the south end of the county.

We are again requesting your support in securing the \$15,000 county grant to help us continue our youth development programs, specifically those that target middle school youth and teens. The grant enabled us to provide a wide range of youth development opportunities over the past year, including

- A vibrant and growing middle school after-school program that is serving 17 youth from the Navarre community
- Scholarships for six teens to attend the Blue Ridge Values Conference
- Transportation cost for our entire delegation of 24 teens plus adult chaperones to attend the Blue Ridge Values Conference
- Sports such as soccer, volleyball, basketball and football, which gave 82 middle school and teens the opportunity for active play in a values-based atmosphere
- Summer camp featuring a Leader in Training program in which 9 teens had the opportunity to develop leadership skills and serve as "junior counselors"
- Support for our Youth in Government program, which offers teens the opportunity to experience our political process firsthand
- Youth lock-ins and special events for a variety of groups

This grant will help us keep program costs affordable and provide scholarships to those in need. We value our relationship with Santa Rosa County and hope we can continue working together to promote youth development and healthy living for residents in our community.

We will follow up with you by the end of the month.

Regards,

Andrea L. Rosenbaum  
Director of Advancement  
[arosenbaum@ymcanwfl.org](mailto:arosenbaum@ymcanwfl.org)  
850-432-8327 ext 14

Dottie Thomas  
Branch Director, Pullum YMCA  
[dthomas@ymcanwfl.org](mailto:dthomas@ymcanwfl.org)  
850-936-0049

YMCA OF NORTHWEST FLORIDA

ADMINISTRATION  
415B N. Tarragona St.  
Pensacola, FL 32501  
850 432 8327  
FAX 850 465 9924

DOWNTOWN  
410 N. Palafox St.  
Pensacola, FL 32501  
850 438 4406  
FAX 850 465 0596

NORTHEAST  
3215 Langley Ave.  
Pensacola, FL 32504  
850 478 1222  
FAX 850 478 7255

BETTY J. PULLUM  
2379 Pawnee Dr.  
Navarre, FL 32566  
850 936 0049  
FAX 850 939 7447

4

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.  
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 13, 2012

FROM: **District 2 Capital Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2322 – 599001	Dist. 2 - Reserve for Contingencies	(\$ 9,000)
	2322 – 5910001	Transfer to General Fund	\$ 9,000
To:	001 – 3810024	From Dist. 2 Recreation Projects	\$ 9,000
	2600 – 546001	Repair & Maintenance	\$ 9,000

**State reason for this request:**

Funds refurbishment of Horse Arena panels in East Milton Park from District 2 Project Fund Reserves.

**Requested by: Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-077

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

Joel Haniford

2012-097

From: Tammy Simmons  
Sent: Thursday, February 09, 2012 1:54 PM  
To: Joel Haniford  
Cc: Diane Ebentheuer; Avis Whitfield  
Subject: horse arena

Need an additional \$9,000 for additional work to horse arena from District 2 rec funds. Also have \$4,355.45 remaining from original budget amendment to account 2600-552001. Please put in same fund.

Tammy C. Simmons, Administrative Services Manager  
Santa Rosa County BOCC  
6495 Caroline Street, Suite J  
Milton, Florida 32570  
(850) 983-1858 (850) 983-1861 (fax)  
tammys@santarosa.fl.gov  
<http://www.santarosa.fl.gov/>

BA 2012-

2322-599001	<9,000>
2322-59100001	9,000
001-3810024	9,000
2600-546001	9,000

Funds Refurbish Horse Arena panels in E. Milton Park

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

Note: \$4,355 from 2600-552001 to 2600-546001  
Budget Director Amendment

Corrects BA 2012-064

Joel

5

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06. NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 13, 2012

FROM: **District 2 Capital Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2322 – 599001	Dist. 2 - Reserve for Contingencies	(\$ 20,000)
To:	2322 – 562002	Building-Dist. 2 Gym	\$ 20,000

**State reason for this request:**

Funds enclosure of East Milton Gymnasium breezeway from District 2 Project Fund Reserves.

**Requested by: Joel Haniford/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-078

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS



2012-078

**BOYS & GIRLS CLUBS  
OF THE EMERALD COAST**

*To inspire and empower all young people and their families...  
in partnership with our community, to achieve their full potential to BE GREAT*

CORPORATE OFFICE  
523 Denton Boulevard NW  
Fort Walton Beach, FL 32547  
Phone: (850) 862-1616  
Fax: (850) 862-7753  
www.bgcec.com

February 2, 2012

BOARD OF DIRECTORS  
Cory Godwin, Chair  
Bertram Little, Chair-Elect  
Don Abrams, Vice Chair  
Todd Wilkinson, Treasurer  
Bonnie Morgan, Secretary

Hunter Walker  
County Administrator  
6495 Caroline Street, Suite M  
Milton, FL 32570

Jason Catalano  
Bruce Crauf  
John Hessel  
Brian Hooper  
Jerry Maughan  
Mike Morris  
Tom Patton

Dear Mr. Walker,

The Boys & Girls Clubs of the Emerald Coast – Milton Unit are proposing needed capital improvements to the East Milton Sports Complex facility in order to make it a more safe and functional facility for both the BGCEC-Milton Unit and Santa Rosa County. The BGCEC, as building tenant and user, is offering to manage the capital improvement project, but would need financial support from the County, with respect to the nature of capital improvements which will increase the value and service of the County-owned facility, and also to offset the costs to our charitable service organization. After donated goods and services, we expect the full expenditure to be approximately \$40,000 and are prepared to utilize grant funding to support half of that cost. Please consider a county support commitment of \$20,000 to the Boys & Girls Clubs of the Emerald Coast in support of the capital improvement project.

*DIST II Rec  
Funds*

I appreciate your consideration of this request and would ask that you present it to your Board of Commissioners for approval at your earliest convenience so that we can move forward in service to the youth of Santa Rosa County, specifically in East Milton.

Your continued partnership and support is greatly appreciated,

Respectfully,

Jessica L. Jarosz  
President & CEO  
Boys & Girls Clubs of the Emerald Coast  
850\*862\*1616

[www.bgcec.com](http://www.bgcec.com)



6

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06. NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 13, 2012

FROM: **General Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	9001 – 599001	Reserve for Contingencies	(\$ 44,339)
To:	0662 – 5440014	Rental & Leases – Land	\$ 44,339

**State reason for this request:**

Funds submerged land lease fee for the Navarre Beach Fishing Pier for calendar years 2010-2012, in accordance with Florida Department of Environmental Protection agreement from General Fund Reserves.

**Requested by: Joel Haniford/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-079

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF STATE LANDS  
 Bureau of Public Land Administration  
 Computation of Lease Fees in Arrears

2012-079

Lessee Name: SANTA ROSA COUNTY, FLORIDA      Report Date: 2/14/2012  
 Number: 570001181      County: Santa Rosa  
 Rate: Base Rate      Square Footage: 142,020  
 Starting Date: 1/1/2010      Ending Date: 1/1/2013  
 Discount:      Sales Tax: No

Starting Date	Ending Date	Fee	Discount	Row Amount	Balance NO Int	Row Interest	Prev Balance Interest	Interest Balance	Balance W Int
1/1/2010	1/1/2011	\$21,225.60	\$0.00	\$21,225.60	\$21,225.60	\$0.00	\$0.00	\$0.00	\$21,225.60
1/2/2011	1/1/2012	\$21,768.97	\$0.00	\$21,768.97	\$42,994.57	\$0.00	\$0.00	\$0.00	\$42,994.57
1/2/2012	1/1/2013	\$22,243.60	\$0.00	\$22,243.60	\$65,238.17	\$0.00	\$0.00	\$0.00	\$65,238.17
								<b>Arrears Total</b>	\$65,238.17
								<b>25% Initial Surcharge</b>	\$0.00
								<b>Sales Tax (6.0%)</b>	\$0.00
								<b>County Tax (0%)</b>	\$0.00
*Prorating Factor applied to First Row: 1									
								<b>Balance Due</b>	\$65,238.17

Less in Budget 20,900  
 Amount Req'd \$ 44,338.17



# 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

January 9, 2012

Santa Rosa County, Florida  
6495 Caroline Street  
Milton, Florida 32570

**SUBJECT: Annual Income and Expense Report for Fee Waived Leases  
Lease Number 570001181**

Dear Sir or Madam:

The sovereignty submerged lands lease for your facility qualified for fees to be waived in accordance with Chapter 18-21, Florida Administrative Code. (See specific rule citing and criteria that must be followed below) In order to maintain the fee waived status, we are requesting an income and expense report, certified by a certified public accountant, be submitted on the annual anniversary date of the lease for our records. Please submit the forms to the address below within 30 days.

Department of Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399

Thank you for your prompt response to this request. If you have any questions, please contact me at (850) 245-2720 or via e-mail at [Sylvia.Roberts@dep.state.fl.us](mailto:Sylvia.Roberts@dep.state.fl.us).

Sincerely,

Sylvia Roberts  
Division of State Lands  
Bureau of Public Land Administration  
Recurring Revenue Section

RECEIVED  
DIVISION OF STATE LANDS  
BUREAU OF PUBLIC LAND ADMINISTRATION  
JAN 10 2012

*Chapter 18-21.011(1)(b)7- A waiver from payment of annual lease fees for government, research, education or charitable entities that are either not-for-profit or non-profit shall be granted if the following conditions are met:*

- a. Any revenues collected from the activity or use of sovereign submerged lands are used solely for the purposes of operation and maintenance of the structure; and*
- b. The activity or use of sovereignty submerged lands is consistent with the public purposes of the applicant organization and is not an adjunct to a commercial endeavor.*

7

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06. NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 15, 2012

FROM: **Road & Bridge Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	101 – 3990001	Cash Carried Forward	\$ 38,000
To:	2100 – 5340034	Secondary Road Projects	\$ 38,000

**State reason for this request:**

Carries forward funds for shared cost of construction for north approach to Bryant Bridge in the Road and Bridge Fund.

**Requested by: Avis Whitfield/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-080

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

**Diane Ebentheuer**

2012-080

**From:** Joel Haniford  
**Sent:** Tuesday, February 14, 2012 9:24 AM  
**To:** Diane Ebentheuer  
**Subject:** FW: Budget Amendments

Here's Avis'

Joel Haniford  
OMB Director  
Santa Rosa County  
850-983-1860 (Office)  
850-393-9762 (Cell)

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

**From:** Avis Whitfield  
**Sent:** Tuesday, February 14, 2012 9:05 AM  
**To:** Joel Haniford  
**Cc:** Louann Callahan  
**Subject:** FW: Budget Amendments

Joel,

At the February 9, 2012 BOCC meeting, the Board approved construction and paving of the north approach to Bryant  
dge in a coordinated effort with the Division of Forestry as they replace the bridge. The estimated cost of the project  
is \$38,000.00 to be funded from Road & Bridge Reserves. Therefore, I request a Budget Amendment to move those  
funds into 2100-5340034 (Secondary Road).

Thanks,

Avis Whitfield  
Director  
Santa Rosa County Public Works

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County  
Personnel are public records available to the public and media upon request. E-mail sent or received on the county  
system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

8

# BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06. NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION

DATE: February 15, 2012

FROM: **General Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990001	Cash Carried Forward	\$ 18,000
	9000 – 59100104	Transfer to Grants Fund	\$ 18,000
To:	104 – 38100011	From General Fund	\$ 18,000
	0790 – 534001	Other Contract Services	\$ 18,000

**State reason for this request:**

Carries forward funds for operations of the Santa Rosa Transit Program through November 30, 2012 from the General Fund.

**Requested by: Nancy Model/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-081

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 20, 2012

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of February, 2012.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

2012-081

Budget Modification Request

DATE: February 13, 2012  
 FROM: Nancy Model, Transportation Planner *NM*  
 VIA: Beckie Cato, Planning Director *BC*  
 TO: Budget Director  
 SUBJ: Highway 90 Transit Program

1. This is to request \$18,000 from the General Fund to be placed in the Hwy 90 Transit Program account as shown below.

<i>001-399000/ CCF</i>			
From	To be	determined by Budget Director	\$18,000
To	<i>104</i> 0790-534001	Other Contract Services	\$ 18,000

2. Reason for the request:

To provide county matching funds to the federal Job Access and Reverse Commute grant to continue the Highway 90 Santa Rosa Transit bus service through November 30, 2012. The Board of County Commissioners approved continuation of the service on January 12, 2012 and approved the agreement with Pensacola Bay Transportation, the operator, on February 9, 2012.

*Funds operation of the Santa Rosa Transit Program  
 through November 30, 2012.*