

March 23, 2015

ECONOMIC DEVELOPMENT COMMITTEE

NO ITEMS

March 23, 2015

ADMINISTRATIVE COMMITTEE

1. Discussion of implementation of recently adopted Navarre Beach residential lease fee policy by County Attorney.
2. Discussion of Amendment to Lease Assumption Agreement with Deep South Investments, LLC allowing additional commercial activities at 8228 Gulf Boulevard.
3. Discussion of Resolution supporting bills sponsored by Congressman Miller and Senator Rubio conveying fee simple title to Santa Rosa Island including Navarre Beach.
4. Discussion of service agreement with Alan D. Holt, ASLA Landscape Architect for proposed US98/SR87 Median Beautification project.
5. Discussion of appointment of Heather Barrineau as District Four representative on Marine Advisory Committee.
6. Discussion of location of memorial within Navarre Park related to recent helicopter training crash.
7. Discussion of options/alternatives for additional recreation fields in District Five.
8. Discussion of declaration as surplus property items from the Landfill/Recycling Department as recommended by the Clerk of Courts.
9. Discussion of allocation of \$25,000 from District Three Recreation Funds for Town of Jay recreation facilities.
10. Discussion of five (5) Resolutions conveying deed or easement to Florida Department of Transportation for property required for US98 improvements from Bayshore Road to Portside Drive.
11. **INFO ONLY:** Public Hearing items scheduled for 9:30 a.m. Thursday, March 26, 2015:

Amendment to Ordinances 2005-37 AND 2014-21; suspending imposition of transportation impact fees through June 30, 2015.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROY V. ANDREWS

DATE: MARCH 11, 2015

RE: NAVARRE BEACH LEASE FEE AMENDMENTS

Pursuant to the direction of the Board, staff has undertaken to prepare a policy for implementation of the lease modifications capping fees at \$250.

As the Board was previously informed, there are 2013 residential leases on Navarre Beach. 722 of those leases have a fixed fee of \$250 or less and will not have to be modified. Therefore, it will be necessary to enter into amendments of up to 1291 leases.

Notification will be given to all applicable lessees that amendment is possible upon request. Notification will also be given to lessees with rent of \$250 or less that lease fees are no longer suspended and that the rent is due. Many different types of conveyances, transfers, and assignments have been made of Navarre Beach leaseholds, some of which may not have been recorded. Accordingly, each lessee applying for amendment will be requested to furnish the latest document by which they claim an interest. Those documents will be checked against Santa Rosa County records to insure accuracy of our records. Applicants must have no past due ad valorem taxes or past due lease fees to be eligible for amendment.

Each of those leases will be amended to provide that the maximum lease fee will be \$250. Many of the leases have variable terms which are related to a percentage of the latest sales price or ad valorem assessments. Each of those leases will be amended to cap the variable rate at \$250. All lease fees will be modified effective November 1, 2014. Refunds or credits will be established based upon that date. Leases with a due date other than November 1 will be amended to make payment due on that date. Lease fee billing and collection on those leases will be suspended until July 1, 2015 to allow time for the amendment process.

706 leases have an additional fee of five percent (5%) of gross rental to third parties. Those leases are eligible for removal of that fee.

* * * * *

2

Emily Spencer

From: Merry Beth Andrews
Sent: Wednesday, March 18, 2015 10:33 AM
To: Hunter Walker
Cc: Emily Spencer
Subject: Agenda Item
Attachments: Deep South - Amendment 31815.docx

Attached is a draft of the amendment to the Lease Assumption held by Deep South Investments which needs to be on the agenda for discussion/approval. MB

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

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.

AMENDMENT TO LEASE ASSUMPTION AGREEMENT

THE LEASE ASSUMPTION AGREEMENT dated June 5, 2014, between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **DEEP SOUTH INVESTMENTS, LLC**, a Florida Limited Liability Company, (hereinafter referred to as "Tenant") is amended as follows:

1. Tenant shall be permitted to sublease with **SHARK BITE NAVARRE BEACH SIDE, LLC**, and **LOST ISLAND TRADING COMPANY, LLC**, ("Sub-Lessee") for the purpose of operating a food truck business and rental of beach bikes, surfboards, and kayaks, and sale of tee shirts and beach items, as shown on the site plan attached as Exhibit A.
2. Sub-Lessee shall pay to the County five percent (5%) of the gross receipts for sales/revenues each month and maintain records of all receipts. Sub-Lessee shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for sales/revenue. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Sub-Lease. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. No exceptions may be made by the Sub-Lessee for these procedures without the written approval of the County. An accounting for each month must accompany Sub-Lessee's monthly remittance to County. The said percentage of the gross receipts shall be paid to the County no later than the tenth (10th) of each month during the life of this agreement.

3. All other terms and provisions of the Lease Assumption Agreement are not modified and shall continue in effect.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals this ___ day of March, 2015.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: _____
Don Salter, Chairman

ATTEST:

Donald C. Spencer, Clerk

WITNESSES:

DEEP SOUTH INVESTMENTS, LLC
A Florida Limited Liability Company

By: _____
Larry D. Kingry

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Larry D. Kingry, as Managing Member of Deep South Investments, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this _____ day _____, 2015.

Notary Public
My Commission Expires: _____
Commission No.: _____

WITNESSES:

SHARK BITE NAVARRE BEACH SIDE, LLC
A Florida Limited Liability Company

Printed Name: _____

By: _____
Richard A. Querney
Its: Authorized Member

Printed Name: _____

By: _____
Angela L. Butler
Its: Authorized Member

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Richard A. Querney, as Authorized Member of Shark Bite Navarre Beach Side, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this ____ day _____, 2015.

Notary Public
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Angela L. Butler, as Authorized Member of Shark Bite Navarre Beach Side, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this ____ day _____, 2015.

Notary Public
My Commission Expires: _____
Commission No.: _____

WITNESSES:

LOST ISLAND TRADING COMPANY, LLC
A Florida Limited Liability Company

Printed Name: _____

By: _____
Richard A. Querney
Its: Authorized Member

Printed Name: _____

By: _____
Angela L. Butler
Its: Authorized Member

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Richard A. Querney, as Authorized Member of Lost Island Trading Company, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this _____ day _____, 2015.

Notary Public
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Angela L. Butler, as Authorized Member of Lost Island Trading Company, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this _____ day _____, 2015.

Notary Public
My Commission Expires: _____
Commission No.: _____

EXHIBIT A



Hunter Walker

From: Ed Graber <egraber1@cox.net>
Sent: Wednesday, March 18, 2015 2:43 PM
To: Hunter Walker
Subject: Rubio/Miller Press Release
Attachments: image001.png; FLO15358.pdf

For Immediate Release
Wednesday, March 18, 2015

Contact: Brooke Sammon (Rubio): 202-224-3041 Dan McFaul (Miller): 202-225-4136

RUBIO AND MILLER INTRODUCE LEGISLATION TO ALLOW OPTION OF FEE-SIMPLE TITLE ON SANTA ROSA ISLAND

Washington, D.C. - U.S. Senator Marco Rubio (R-FL) and Congressman Jeff Miller (R-FL-01) today offered legislation in the Senate and House of Representatives, respectively, to allow Escambia County, Florida, the ability to provide the option to convey certain property on Santa Rosa Island that has been leased to leaseholders on the island.

Ownership of Santa Rosa Island has changed hands numerous times between the federal government and local counties. Most recently, in 1947, the federal government deeded interest in the portion of the island not contained in the Gulf Islands National Seashore back to Escambia County, Florida with the caveat that the county could only lease the land or return it to the federal government. Shortly after Escambia County took custody of the island, they began offering to lease the property to businesses and homeowners who would pay a lease fee, but not be charged property taxes. In the years since, courts have allowed leaseholders to be assessed property taxes on the leased property in addition to the improvements and lease fees already being paid.

"Santa Rosa Island residents should have title to properties they are already taxed on, and this bill intends to remove obstacles the government has put up in the way of this," Rubio said. "With the input of officials in the region and impacted members of the community, we've developed this solution to provide people with options to the land so they can move on with their lives."

"This is a fairness issue," said Miller. "This legislation will help to ensure that leaseholders currently paying taxes and living and working on Santa Rosa Island have the choice to attain title to their land, while also upholding current conservation agreements and public access to the island's beaches."

The Rubio-Miller legislation seeks to permit leaseholders the option to attain title to property so that leaseholders and local governments can jointly address any local tax issues that arise in the future. This bill does not affect the right to public beach access, it does not reopen the Navarre Pass, it does not remove restriction on conservation areas, nor does it change the boundaries of the Gulf Islands National Seashore, nor negatively impact the mission of the National Park Service.

###

114TH CONGRESS
1ST SESSION

S. _____

To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

IN THE SENATE OF THE UNITED STATES

Mr. RUBIO introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Escambia County
5 Land Conveyance Act".

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

1 (1) COUNTY.—The term “County” means
2 Escambia County, Florida.

3 (2) NON-FEDERAL LAND.—The term “non-Fed-
4 eral land” means the former Santa Rosa Island Na-
5 tional Monument land in the State of Florida that
6 was conveyed by the United States to the County
7 under the Act of July 30, 1946 (60 Stat. 712, chap-
8 ter 699), and by deed dated January 15, 1947.

9 **SEC. 3. RECONVEYANCE OF NON-FEDERAL LAND.**

10 (a) IN GENERAL.—Notwithstanding the restrictions
11 on conveyance in the Act of July 30, 1946 (60 Stat. 712,
12 chapter 699) and the deed to the non-Federal land from
13 the United States to the County dated January 15, 1947,
14 and subject to subsection (c), the County may convey all
15 right, title, and interest of the County in and to the non-
16 Federal land or any portion of the non-Federal land, to
17 any person or entity, without any restriction on convey-
18 ance or reconveyance imposed by the United States in that
19 Act or deed.

20 (b) EFFECT ON LEASEHOLD INTERESTS.—No person
21 or entity holding a leasehold interest in the non-Federal
22 as of the date of enactment of this Act shall be required
23 to involuntarily accept a fee interest to the non-Federal
24 land in place of the leasehold interest.

25 (c) LAND WITHIN SANTA ROSA COUNTY.—

1 (1) IN GENERAL.—The County may convey to
2 Santa Rosa County, Florida, all right, title, and in-
3 terest of the County in and to any portion of the
4 non-Federal land that is within the jurisdictional
5 boundaries of Santa Rosa County.

6 (2) REQUIREMENTS.—A conveyance under
7 paragraph (1) shall—

8 (A) be absolute;

9 (B) terminate—

10 (i) any subjugation of Santa Rosa
11 County to the County; or

12 (ii) any regulation of Santa Rosa
13 County by the County; and

14 (C) be without consideration, except that
15 the County may require Santa Rosa County,
16 Florida, to pay the actual costs associated with
17 the conveyance of the non-Federal land.

18 (3) RECONVEYANCE.—Santa Rosa County,
19 Florida, or any other person to whom Santa Rosa
20 County, Florida, reconveys the non-Federal land
21 may reconvey the non-Federal land or any portion of
22 the non-Federal land conveyed to Santa Rosa Coun-
23 ty, Florida, under paragraph (1).

24 (4) INCORPORATION OR ANNEXATION.—The
25 owners or leaseholders of non-Federal land conveyed

1 under this subsection may pursue incorporation, an-
2 nexation, or any other governmental status for the
3 non-Federal land, if the owners or leaseholders com-
4 ply with the legal conditions required for incorpora-
5 tion, annexation, or the other governmental status.

6 (5) INTENT OF CONGRESS.—It is the intent of
7 Congress that the conveyance under paragraph (1)
8 shall be completed by the date that is 2 years after
9 the date of enactment of this Act.

10 (d) JURISDICTION.—The non-Federal land conveyed
11 under this section shall be subject to the jurisdiction of
12 the county or unit of local government in which the non-
13 Federal land is located.

14 (e) PROCEEDS.—Any proceeds from the conveyance
15 of non-Federal land by the County or Santa Rosa County,
16 Florida (other than amounts paid for the direct and inci-
17 dental costs associated with the conveyance) under this
18 section shall—

19 (1) be considered windfall profits; and

20 (2) revert to the United States.

21 (f) PRESERVATION.—The County and Santa Rosa
22 County, Florida, shall preserve the areas of the non-Fed-
23 eral land conveyed under this section that, as of the date
24 of enactment of this Act, are dedicated for conservation,
25 preservation, public recreation access, and public parking,

1 in accordance with resolutions adopted by the Board of
2 County Commissioners of the County or Santa Rosa
3 County, Florida, respectively.

4 (g) AUTHORITY OF COUNTIES.—The County and
5 Santa Rosa County, Florida—

6 (1) shall not be subject to a deadline or require-
7 ment to make any conveyance or reconveyance of the
8 non-Federal land authorized under this section; and

9 (2) may establish terms for the conveyance or
10 reconveyance of the non-Federal land authorized
11 under this section, subject to this Act and applicable
12 State law.

Hunter Walker

From: Commissioner Rob Williamson
Sent: Thursday, March 12, 2015 5:22 PM
To: Hunter Walker
Subject: Fwd: Professional Services Agreement
Attachments: image001.gif; ATT00001.htm; image002.gif; ATT00002.htm; image003.png; ATT00003.htm; Navarre FDOT ASLA Contract.pdf; ATT00004.htm

Hunter,
I would like to retain Mr. Holt as consultant for the FDOT Hwy 98 Median Beautification grant project. The TDC recommended him and I have met with him to discuss project.
He comes highly recommended from Atkins FDOT rep Pam Miner and he has the needed credentials.
If needed, we can split obligation between TDC beautification and REC funds to satisfy the approximate \$5500 remaining cost.
If necessary, we can add to March 23 meeting for discussion but his proposal is well below limits.

At your service,

Rob Williamson
Santa Rosa County Commissioner
District 4
850.529.2525 c
850.983.1877 w

Begin forwarded message:

From: Alan Holt <alan@alandholtasla.com>
Date: March 9, 2015 at 3:56:51 PM CDT
To: Commissioner Rob Williamson <RobWilliamson@santarosa.fl.gov>
Subject: Professional Services Agreement

Commissioner Williamson,

Attached please find a proposal for Landscape Architectural Services for the Navarre Parkway Beautification Project. Please let me know if you have any questions.

I look forward to working with you on this project.

Sincerely,

Alan D Holt ASLA
Landscape Architect
"Excellence in Exterior Design"
P.O. Box 2549
Panama City, FL 32402
(850)914-9006
alan@alandholtasla.com
www.alandholtasla.com

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of March 9, 2015, is between Client – Santa Rosa County and Landscape Architect Alan D. Holt, ASLA Landscape Architect, P.O. Box 2549 Panama City, FL 32402 for the following Project: Navarre FDOT Roadway Beautification Landscape Architectural Services, Ortega Street to Andorra Street and the first Median in Highway 87 North of Navarre Parkway

Article 1 Landscape Architect's Basic and Additional Services

- A. Landscape Architect agrees to provide Client the following Basic Services:
 - a. FDOT Exhibit Drawings for Grant Application – Prepare preliminary drawing showing areas to be landscaped for the purposes of the Grant Application (done)
 - b. Construction Documents - Working with the Client, Landscape Architect will perform the following:
 - i. Landscape Plan – Provide landscape plans showing plant names, quantity and spacing sufficient for bidding.
 - ii. Irrigation Plan – Provide irrigation plans showing irrigation mainline, laterals and components including water source and irrigation controller location suitable for bidding.
 - c. Bidding – Prepare bid documents and assist Client in soliciting competitive bids.
 - d. Construction Administration – During construction, provide weekly site visits and written reports. Review shop drawings and landscape materials as required by the construction documents.
- B. Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services include revisions to the Landscape plan caused by changes outside of the Landscape Architects control, including, but not limited to changes in the Engineer's or Architect's base information that conflicts with the Landscape drawings.
- C. Excluded Services: Project management, payment requests by others, subsurface conditions, soil issues (including suitability for plant material, soil content, level of compaction), lot line location, drainage, utilities' location, surveys, permits, signage, security, street lighting, insurance requirements, bidding requirements, project budget, existing plant inventory, maintenance after completion.
- D. Landscape Architect agrees to provide professional services in accordance with generally accepted standards of its profession. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations requested by Landscape Architect to provide its professional services. Landscape Architect may reasonably rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing.
- C. Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Landscape Architect will assist Client with this obligation by completing and submitting appropriate paperwork and forms to governing authorities. Landscape Architect's assistance, however, shall not include attendance at more than one meeting with such governing authorities or creating additional or special documentation required by such authorities.

- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
- B. As of the date of this Agreement, Client's Project budget is unknown. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project schedule, budget or the Project's scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect a total fee of \$8,500.00 as follows:
 - 1. FDOT Exhibit Drawings for Grant Application - \$3,000.00 (paid)
 - 2. Construction Documents - \$2,500.00
 - 3. Bidding - \$500.00
 - 4. Construction Administration - \$2,500.00
 - 5. Reimbursable expenses – Shipping, printing and other miscellaneous expenses above \$25.00 will be charged at cost plus 10%.
 - 6. Additional services beyond the scope of work will be charged at our standard hourly rates which are as follows:
 - a. Landscape Architect - \$150.00/hr.
 - 7. Design fees and reimbursables will not exceed \$8,500.00 without written authorization.
- B. Landscape Architect shall bill Client for Basic and Additional Services upon completion of each phase of the drawings.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice;
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered, but only to the extent that such basic services were actually performed as delineated in Article 1.A. above and Reimbursable Expenses incurred up to the date of termination at the Landscape Architect's standard rate listed in Article 4.A.a.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of service or termination due to nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by a local mediator or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. Mediation shall be binding upon both parties if agreed to in writing.

Article 7 Ownership of Documents

- A. All instruments of professional service prepared by Landscape Architect, including, but not limited to, drawings and specifications, are the property of Landscape Architect, and these documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including the copyright in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached

this Agreement. Client may make copies of the documents as required for construction of this project only.

- B. Landscape Architect reserves the right to include representations of the Project in its promotional and professional materials.

Article 8 Governing Law

- A. This Agreement is governed by the law of the state in which the Project is located.

Article 9 Entire Agreement and Severability

- A. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect.
- B. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

Article 10 No Assignment

- A. Neither party can assign this Agreement without the other party's written permission.

Article 11 Limited Construction Phase Services

- A. Notwithstanding any other term in this Agreement, Landscape Architect shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- B. Construction-phase services will be provided to determine the general progress of the work and so will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Landscape Architect maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans and specifications. Landscape Architect shall not have any liability for recommendations made in good faith.
- C. If construction-phase payment certification services are included in this agreement, such certifications for payment shall be a representation to the Client that, to the best of Landscape Architect's knowledge, information and belief, the work has progressed to approximately the point indicated. Such certification shall be subject to any noted qualifications by Landscape Architect and shall not be a representation that Landscape Architect has supervised the work, reviewed means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs of the contractors, or that Landscape Architect has reviewed how or for what purpose the contractor has used or intends to use the contract funds.

Article 12 Indemnification

- A. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- B. Likewise, Landscape Architect agrees to indemnify and hold client harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Client's or others negligent errors or omissions.

Article 13 Attorneys' Fees

- A. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

Article 14 Waivers of Consequential Damages and Subrogation

- A. Client and Landscape Architect waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.
- B. In addition, Client and Landscape Architect waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

Article 15 Client's Responsibility For Maintenance

- A. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, mowing, weeding, protection of trees and shrubs from mowing operations and proper irrigation of plant material may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

Article 16 No Third Party Beneficiaries

- A. Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except Landscape Architect and Client.

Article 17 Expiration of Proposal

If this agreement is not accepted within 14 days, the offer to perform the described services is withdrawn and shall be null and void.

LANDSCAPE ARCHITECT
Alan D. Holt, ASLA

CLIENT
Santa Rosa County



Dated March 9, 2015

Dated _____

Florida License No. 1659

Renewal Date: November 30, 2015

Heather Nichole Barrineau

(850) 449-2708 • Sungirl357@aol.com

Heather Barrineau has educated thousands of people about the importance of our local marine ecosystems and their role in the continuing health of our coastal environment. Heather has years of experience educating and studying Santa Rosa Sound and the Gulf of Mexico. As part of her degree plan at the University of West Florida, she has collaborated with the bioremediation department to develop a water quality monitoring protocol that will be used to develop a baseline data for several stations around Navarre Beach.

Heather has been involved with the Navarre Beach Marine Science Station for over six years, serving three of those years as the assistant director and camp coordinator. She also has experience working on oceanographic research vessels and participating in REEF certification courses. Heather has been working under the sea turtle permit for Navarre Beach, participating in nesting surveys since 2012 as part of the Navarre Beach Sea Turtle Patrol. She is also a REEF certified diver, and is very familiar with the artificial reefs located in the Navarre Beach Marine Park. Additionally, Heather is working to set up a DNA barcoding program for the Gulf side artificial reefs to identify unknown species of fish.

Heather is a member of the National Marine Educators Association, the Florida Marine Science Education Association, the Southern Association of Marine Educators, and Phi Kappa Phi. Heather will receive her degree in biology in 2015 from the University of West Florida. Her knowledge and scientific background would be a great asset to the Marine Advisory Committee bringing new ideas and information to the county.

Heather Nichole Barrineau

(850) 449-2708 ♦ Sungirl357@aol.com

Employment

Navarre Beach Marine Science Station: (May 2013 – present)
Assistant Director and Event Coordinator

Navarre Beach Seaturtle Patrol: (May 2013- present, seasonal)
Nest Monitor

Field Experience

- Field experience on the RV Bellows oceanographic research vessel collecting and sampling water from the Gulf of Mexico
- Participated in programs such as planting and growing dune grasses, monofilament recycling, and marine debris awareness
- Coordinated, planned, and Participated in Guy Harvey funded educational fishing programs which focus on ethical angling, fisheries management, and coastal issues
- Field and lab experience collecting, analyzing, and monitoring water parameters across the region
- Public presentations to local organizations on various coastal topics such as sea turtles, marine debris, seagrasses, bioluminescence, marine microbiology, and water quality
- Successful grant writing for undergraduate research in water quality monitoring
- Fisheries research on the Oriskany for FWC PCB analysis monitoring
- Experience setting up and maintaining marine and fresh water aquariums
- Lifelong experience studying the Gulf of Mexico and Santa Rosa Sound
- Participated in a Sea Grant pod cast to over 500 5th grade students in Texas regarding conservation and the importance of the seagrass habitat
- Experience in writing, customizing, and implementing curriculum to a wide range of education levels from kindergarten through senior citizens
- Partner with GCOOS, Lake watch, and The University of West Florida to design a water monitoring program for the Navarre Beach Marine Science Station
- Provide coastal information and educational activities at numerous community events
- Marine related courses include: aquatic botany, water quality monitoring, marine biology with lab, oceanography with lab, field oceanography, and special topics marine biology

Education

BS Biology, University of West Florida May 2, 2015

High School Diploma, Navarre High School, 2011

Graduated top ten percent with 3.9 GPA

Awarded Good Citizenship award from the Daughters of the American Revolution, 2001

Certificates and Permits

FWC Educational Collecting Permit holder

Listed Under the FWC Marine Turtle Surveying Permit for Navarre Beach

SCUBA open water certification

REEF Certified Diver

Memberships

National Marine Educators Association

Florida Marine Science Education Association

Southern Association of Marine Educators

American Society for Microbiology

National Honor Society

Phi Kappa Phi Honor Society

Hunter Walker

From: Commissioner Rob Williamson
Sent: Friday, March 13, 2015 1:47 PM
To: Hunter Walker
Cc: Tony Alexander; matt@robwlandscaping.com; Commissioner Rob Williamson
Subject: Navarre Park Memorial

Hunter,

The Leadership Santa Rosa Class 29 have expressed interest in designing and sponsoring a Navarre Park Memorial related to the recent military training helicopter crash.

I would like to discuss next steps with you. When appropriate, I would like to add this for board discussion.

At your service,

Rob Williamson
Santa Rosa County Commissioner
District 4
850.529.2525 c
850.983.1877 w

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.

No support documentation for this agenda item.



DONALD C SPENCER
CLERK OF THE CIRCUIT COURT & COMPTROLLER
SANTA ROSA COUNTY, FLORIDA

Clerk of the County Court & Comptroller
Recorder of Deeds
Clerk and Accountant of the Board of County Commissioners
Custodian of County Funds
County Auditor

Wanda G. Harris
Property Inventory Clerk
6495 Caroline Street
Suite B
Milton Florida 32570
P O Box 472
Milton, Florida 32572
Telephone: (850) 983-1956
Fax: (850) 983-1985

March 9, 2015

Mr. Hunter Walker
C/o Santa Rosa County Board of Commissioners

Dear Mr. Walker:

The Santa Rosa County Finance Department is asking the Board to approve the following item from the Landfill/Recycling Department for surplus. Once approved for surplus they will then be auctioned off online by Global Auction Services.

The Santa Rosa Board of Commissioners is being petitioned to have the following declared as surplus and set for auction.

Your immediate attention in this matter will be greatly appreciated.

Sincerely,

Michael Burton, CPA
Director of Finance
Santa Rosa County Clerk of Courts

Item	Container #		Year	Acquire Cost
Recycling Container	2430EQ	0006	1996	\$4,840.00
* Open Top 20 Yd	2430eq	0010	1997	\$3,853.37
Open Top 20 Yd	2430eq	0011	1996	\$2,615.87
X Recycling Container		0012		
Recycling Container	2430EQ	0013	2000	\$3,875.00
Recycling Container	2430EQ	0014	2000	\$3,875.00
Recycling Container	2430EQ	0015	2000	\$3,875.00
Recycling Container	2430EQ	0016	2000	\$3,875.00
Recycling Container	2430EQ	0020	2002	\$3,775.00
Recycling Container	2430EQ	0021	2002	\$1,840.00
X Recycling Container		0022		
Recycling Container	2430EQ	0027	2009	\$7,105.00
* Recycling Container		0056		FC123005
Recycling Container	2400EQ	0058	1991	\$6,358.00
Recycling Container	2400EQ	0059	1991	\$6,358.00
Recycling Container	2400EQ	0061	1991	\$6,358.00
Recycling Container	2400EQ	0062	1992	\$3,240.00
* Recycling Container		0066		
Recycling Container	2400EQ	0075	1994	\$4,181.00
Recycling Container	2400EQ	0080	1994	\$4,181.00
Recycling Container	2430EQ	0100	2000	\$4,050.00
Recycling Container	2430EQ	0102	2000	\$4,050.00
Recycling Container	2400EQ	0103	2003	\$4,050.00
* Recycling Container		0104		0001179
* Recycling Container		0111		40255
Recycling Container	2430EQ	0153	2006	\$5,920.00
Recycling Container	2430EQ	0155	2007	\$4,770.00
Recycling Container	2430EQ	0157	2007	\$4,770.00
Recycling Container	2430EQ	0158	2007	\$4,770.00
Recycling Container	2430EQ	0159	2007	\$4,770.00
Recycling Container	2430EQ	0165	2008	\$6,119.00
Recycling Container	2430EQ	0166	2008	\$6,119.00
Open Top 30 yd	2430eq	0167	2008	\$2,879.00
Recycling Container	2430EQ	0169	2009	\$3,600.00
Recycling Container	2430EQ	0171	1994	\$4,181.00
Recycling Container	2430EQ	0172	2009	\$5,248.00
Open Top 30 yd	2430EQ	0173	2009	\$5,248.00
Trash Pump	2400EQ	0007	1993	\$11,355.40
* Trash Pump		1036		
Truck, 4x4, 3/4 ton	2400HE	1030	2001	\$21,613.85
Case Skid Steer	2430HE	1082	2007	\$38,575.00
Bobcat	2430HE	1070	2003	\$26,000.00

- approved for recycle 2013

- approved for recycle 2008

- approved for recycle 2006

- approved for recycle 2001

- approved for recycle 2001

> approved for recycle 2010

- NOT on inventory

* some items have already been approved in prior years just not removed from department, used for parts or going to be scrapped.*

Town of Jay

3695 HIGHWAY 4
P.O. BOX 66
JAY, FLORIDA 32565
PHONE (850) 675-4556
FAX (850) 675-6539

KURVIN QUALLS, Mayor
LINDA CARDEN, MMC, Clerk

Council

CHARLES "Chubby" HAVEARD
JANE A. HAYES
MAXINE M. IVEY
SHON O. OWENS

March 5, 2015

Commissioner Don Salter
Santa Rosa County Commissioner
Milton, Florida 32570

Dear Commissioner Salter,

The Town of Jay respectfully requests \$25,000.00 to help us defray the maintenance expense of our recreational park. If you could help us we would be very grateful.

Thank you in advance for your consideration in this matter.

Sincerely,


Linda Carden
Town Clerk

Project: 2204401 Hwy.29 Expansion from Bayshore to Portside

Parcel 100: Construction of Pond 1

Parcel 110: Roadway tie-in to side street (Gondolier Blvd.)

Parcel 804: Storm water Pipe for Pond 3B

Parcel 803: Storm water Pipe for Pond 2

Parcel 700: Various side street tie-in

This instrument prepared by,
or under the direction of,
Everett F. Jones *EJ*
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 100.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No. 2204401, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Santa Rosa County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Santa Rosa County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of _____ County, Florida at a meeting held on the ___ day of _____, 20__.

Clerk
Board of County Commissioners
Santa Rosa County, Florida

This instrument prepared by,
or under the direction of,
Everett F. Jones *EJ*
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Eddy A Rudd

Parcel	100.1
Item/Segment No.	2204401
Managing District	3
S.R. No.	30 (US 98)
County	Santa Rosa

COUNTY DEED

THIS DEED, made this ____ day of _____, 20__ by SANTA ROSA COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Santa Rosa County, Florida, viz:

Pond 1

A portion of Fractional Section 36, Township 2 South, Range 29 West, Santa Rosa County, Florida, lying northwesterly of State Road 30 (U.S. 98) and being described as follows: Retention Drainage Easement Parcel "C", Grand Pointe, as per plat recorded in Plat Book F, Page 82 of the Public Records of Santa Rosa County, Florida;

ALSO:

A portion of Fractional Section 36, Township 2 South, Range 29 West, Santa Rosa County, Florida, lying northwesterly of State Road 30 (U.S. 98) and being described as follows: Parcel "B", Public Retention Pond, Grand Pointe East, Phase I, as per plat recorded in Plat Book G, Page 85 of the Public Records of Santa Rosa County, Florida;

Containing 7.355 acres, in aggregate.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____
Clerk (or Deputy Clerk)

Santa Rosa County, Florida,
By Its Board of County Commissioners

By: _____
Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)_____

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 110.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No.30, Financial Project No.2204401, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Santa Rosa County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Santa Rosa County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be \$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of _____ County, Florida at a meeting held on the ___ day of _____, 20__.

Clerk
Board of County Commissioners
_____ County, Florida

This instrument prepared by,
or under the direction of,
Everett F. Jones *[Signature]*
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Michael L. Sapp

Parcel 110.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

COUNTY DEED

THIS DEED, made this ___ day of _____, 20__ by SANTA ROSA COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Santa Rosa County, Florida, viz:

All the rights and interest of Santa Rosa County, Florida, in and to the existing right of way dedicated and used State Road 30 (U.S. 98) and other dedicated and maintained streets/roads lying between the west line of Fractional Section 36, Township 2 South, Range 29 West and the east line of the West ½ of Fractional Section 28, Township 2 South, Range 28 West and the existing right of way of portions of Duke Drive in Section 29, Township 2 South, Range 28 West; which lies within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2204401, State Road 30 (U.S. 98), as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk)

Santa Rosa County, Florida,
By Its Board of County Commissioners

By: _____

Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

Affix Seal

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 804.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No.2204401, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by Santa Rosa County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing and maintaining a drainage facility, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Santa Rosa County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Santa Rosa County, Florida at a meeting held on the ___ day of _____, 20__.

Clerk
Board of County Commissioners
Santa Rosa County, Florida

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Eddy A. Rudd

Parcel 804.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

PERPETUAL EASEMENT

THIS EASEMENT made this ___ day of _____, 20___, by SANTA ROSA COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a drainage facility in, over, under, upon and through the following described land in Santa Rosa County, Florida, viz:

- A. A parcel of land being in Fractional Sections 29 and 30, Township 2 South, Range 28 West, Santa Rosa County, Florida; being a portion of Duke Street, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2204401, (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); and described as follows: Begin at the intersection of the west line of said Section 29 (east line of said Section 30) and the south right of way line of said Duke Street; said point being 170.20 feet South 02°29'51" West of a 5/8 inch iron rod and cap (FDOT LB4641) marking the northwest corner of Lot 1, Block B, First Addition to Bay Ridge Park, as per plat recorded in Plat Book B, Page 128 of the Public Records of Santa Rosa County, Florida; thence South 87°27'06" East 390.75 feet along said south right of way line to a point of curve to the left (concave northerly); thence easterly along said curve, having a radius of 339.20 feet, for a distance of 86.53 feet, through a central angle of 14°36'58" to the northeast corner of Lot 8, Block A, said First Addition to Bay Ridge Park; thence departing said south right of way line, run North 44°37'00" West 61.58 feet to the north right of way line of Duke Street, as shown on said Right of Way Map (being the southeast corner of Lot 7, Block B, said First Addition to Bay Ridge Park) and being on a non-tangent curve to the right (concave northerly); thence from a tangent bearing of South 84°30'36" West, westerly along said north right of way line and said curve, having a radius of 289.20 feet, for a distance of 40.57 feet, through a central angle of 08°02'18" to end of curve; thence North 87°27'06" West 440.79 feet along said north right of way line, crossing west line of said Section 29 (east line of said Section 30); thence departing said north right of way line, run South 02°29'51" West 33.53 feet to the northerly line of an existing F.D.O.T. drainage easement (Parcel 187, Section 58030-2502); thence South 87°27'06" East 50.00 feet along northerly line of said drainage easement and the easterly extension thereof to east line of said Section 30 (west line of said Section 29); thence South 02°29'51" West 16.51 feet along said section line to POINT OF BEGINNING;

Containing 0.561 acres, more or less.

ALSO:

B. A parcel of land being in Fractional Section 30, Township 2 South, Range 28 West, Santa Rosa County, Florida; being a portion of a dedicated drainage easement, as dedicated and shown on plat of Bay Ridge Park, as per plat recorded in Plat Book B, Page 81, of the Public Records of Santa Rosa County, Florida and being described as follows: Begin at the intersection of the east line of said Section 30 and the centerline of a 100 foot Gulf Power Company Right of Way, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2204401 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida) and as described in Deed Book 148, Page 184 of the Public Records of Santa Rosa County, Florida; said point being 160.78 feet South 02°20'13" West of a 5/8 inch iron rod and cap (FDOT LB4641) marking the East ¼ corner of said Section 30; thence South 02°20'13" West 869.65 feet along said east section line to the north line of Lot 14, Block 1, said Bay Ridge Park; thence North 89°50'21" West 36.65 feet along said north lot line; thence departing said lot line, run North 17°58'50" West 26.85 feet to the south line of Lot 15, Block 1, said Bay Ridge Park; thence South 87°33'13" East 7.83 feet along said south lot line, to the east line of said Block 1; thence North 02°25'28" East 834.05 feet along the east line of said Block 1 and the northerly extension thereof, to the centerline of said Gulf Power Company Right of Way; thence North 74°32'07" East 38.69 feet along said centerline to POINT OF BEGINNING;

Containing 0.746 acres, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____
Clerk (or Deputy Clerk)

Santa Rosa County, Florida,
By Its Board of County Commissioners

By: _____
Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Michael L. Sapp

Parcel 803.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

PERPETUAL EASEMENT

THIS EASEMENT made this ___ day of _____, 20___, by SANTA ROSA COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a drainage facility in, over, under, upon and through the following described land in Santa Rosa County, Florida, viz:

A parcel of land being in Fractional Section 31, Township 2 South, Range 28 West, Santa Rosa County, Florida; being described as follows: Commence at a 4 inch by 4 inch concrete monument marking the northeast corner of Northwest ¼ of said Section 31 (southeast corner of Southwest ¼ of Section 30, Township 2 South, Range 28 West); thence North 02°35'43" East 451.92 feet along the east line of said Southwest ¼ to the centerline of survey of State Road 30 (U.S. 98), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2204401, (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 81°31'24" West 1,041.15 feet along said survey line; thence departing said survey line, run South 08°28'36" East 100.00 feet to the existing southerly right of way line of State Road 30 as shown on said Right of Way Map; thence departing said right of way line, run South 00°37'19" West 187.37 feet to the north line said Section 31 (south line of said Section 30); thence North 89°19'35" West 139.19 feet along said section line to the west line of that certain property described as Parcel 2, in Official Records Book 2796, Page 612 of the Public Records of Santa Rosa County, Florida; thence South 01°36'18" West 200.03 feet along said west property line to the northerly right of way line of Pine Street, as shown on said Right of Way Map and POINT OF BEGINNING; thence South 88°32'11" East 25.00 feet along said northerly right of way line to the easterly right of way line of Pine Street as shown on said Right of Way Map; thence South 01°36'18" West 49.70 feet along said easterly right of way line; thence departing said easterly right of way line, run North 88°23'42" West 50.23 feet to the westerly right of way line of Pine Street as shown on said Right of Way Map; thence North 01°29'02" East 49.58 feet along said westerly right of way line to said northerly right of way line of Pine Street; thence South 88°32'11" East 25.34 feet along said northerly right of way line to POINT OF BEGINNING;

Containing 2,496 square feet, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____
Clerk (or Deputy Clerk)

Santa Rosa County, Florida,
By Its Board of County Commissioners

By: _____
Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 700.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No.2204401, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Santa Rosa County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has requested that said County grant the State of Florida Department of Transportation permission to construct the project according to current construction plans, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the request of the State of Florida Department of Transportation to construct the project according to current construction plans is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of _____ County, Florida at a meeting held on the ____ day of _____, 20__.

Clerk
Board of County Commissioners
SANTA ROSA County, Florida

This instrument prepared by,
or under the direction of,
Everett F. Jones 
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 803.1
Item/Segment No. 2204401
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No.2204401, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by Santa Rosa County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing and maintaining a drainage facility, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Santa Rosa County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Santa Rosa County, Florida at a meeting held on the ____ day of _____, 20__.

Clerk
Board of County Commissioners
Santa Rosa County, Florida



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C
Milton, Florida 32570-4592

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

Hunter Walker, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ROY V. ANDREWS

DATE: FEBRUARY 26, 2015

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance amending Ordinance 2005-37 which is to be heard at the public hearing beginning at 9:30 a.m., March 26, 2015 at the Regular Meeting of the Board of County Commissioners.

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, AMENDING ORDINANCES 2005-37 AND 2014-21; SUSPENDING IMPOSITION OF TRANSPORTATION IMPACT FEES; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

REA

ORDINANCE NO. 2015 - ____

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA,
AMENDING ORDINANCES 2005-37 AND 2014-21;
SUSPENDING IMPOSITION OF TRANSPORTATION
IMPACT FEES; PROVIDING FOR CODIFICATION; AND,
PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA ROSA COUNTY, FLORIDA:

SECTION 1. Santa Rosa County Ordinance 2005-37 as amended and Ordinance 2014-21 are amended as follows: (Language added is printed in type which is **bold underline** type, and language deleted is printed in ~~struck through~~-type.)

The imposition of transportation impact fees pursuant to Ordinance 2005-37, as amended, is hereby suspended ~~for a one-year period~~ beginning on January 1, 2015, **and ending June 30, 2015.**

SECTION 2. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon the filing of a certified copy of this Ordinance with the Department of State within ten (10) days after enactment.

PASSED AND ADOPTED by a vote of __ yeas and __ nays and __ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the ____ day of March, 2015.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: _____
Chairman

ATTEST:

Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and sent electronically to the Secretary of the State of Florida, on this ____ day of _____, 2015.

Donald C. Spencer, Clerk of Court



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

Preliminary
Engineers Report
March 23, 2015

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 March 26, 2015 at 9:00 a.m. in Milton, Florida.

1. Discussion of cost estimate for C.R. 184A (Berryhill Road) Resurfacing project funded through the FDOT Local Agency Program. (Attachment A)
2. Discussion of the Navarre Beach Utilities Water and Sewer System cost of service and rate study. (Attachment B)
3. Discussion of solid waste rate study and business plan for the Central Landfill. (Attachment C)
4. Discussion of Addendum 1 to Supplemental Agreement 2013-2 for RESTORE Project Proposal work with Coastal Tech. (Attachment D)
5. Recommend approval of Preliminary Plat for The Waters, a 126 lot subdivision of a portion of Section 26. Township 2 South, Range 26 West, Santa Rosa County, Florida. (District 5) (Attachment E)

Location: 1-1/2 miles, more or less, South and East on Soundside Drive, property on the north side of Soundside Drive.

Roger Blaylock

From: Hunter Walker
Sent: Wednesday, March 11, 2015 11:27 AM
To: Roger Blaylock
Cc: Avis Whitfield; Chris Phillips
Subject: RE: CR184A - Berryhill Road Resurfacing

Second set of meetings in March makes sense to me. Hunter

From: Roger Blaylock
Sent: Wednesday, March 11, 2015 11:24 AM
To: Hunter Walker
Cc: Avis Whitfield; Chris Phillips
Subject: FW: CR184A - Berryhill Road Resurfacing

Hunter – When would you like to update the Board on the projected \$1.244 million shortfall. These estimates move our match to approximately 50% with the \$44,537.00 drainage alternative. We anticipate a June project bid date for this three month project.

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

From: Chris Phillips
Sent: Wednesday, March 11, 2015 10:10 AM
To: Roger Blaylock
Cc: Michael Schmidt
Subject: CR184A - Berryhill Road Resurfacing

Roger,

American Consulting has provided the 60% plans and Cost Estimate for review.

The cost estimate is \$2,198,061.84 for the base bid and \$44,537.13 for an alternate (additional drainage repairs).

The amounts programmed by FDOT for funding are as follows:

Design = \$119,000 (the contracted fee is \$119,831.51)
Construction = \$953,681 (\$1,244,380.84 shortfall)
CEI = \$134,000

A reminder:

This project was originally a SCOP projects but was turned into a LAP project when it was discovered SRC was over the SCOP population threshold of 150,000 citizens. The funding that was programmed was based off the SCOP application.

A quick review of the plans concludes our consultant has gone through an in depth investigation (geotech) to conclude the existing pavement is in really bad shape (a drive by observation confirms the same) and has produced a design that meets FHWA standards (as required by LAP) that will bring the road up to standard.

We will be meeting with our consultant this Friday morning to go over the plans in a more in depth manner.

Date: 3/8/2015

Page No. 1

COMPUTATION BOOK PAY ITEM SUMMARY SHEET

FORM 700-050-10
CONSTRUCTION
06/08

CONTRACT ID: _____ FIN. PROJECT ID: 418652-2-38-01
FINANCIAL PROJECT REGULAR WORK PAID: _____

MANAGING DISTRICT: 3 FAP NO. _____

FINAL QUANTITY	UNIT	PAY ITEM / ITEM CODE	S.A. NO.	PAY ITEM DESCRIPTION	CDMS DOC /	UNIT PRICE	PAY ITEM AMOUNT	ITEM CODE ADJ. AMOUNT	TOTAL ITEM PAID AMOUNT
				ROADWAY					
1.000	LS	101 1		MOBILIZATION (41865223801)			99911.89		\$ 99,911.89
1.000	LS	102 1		MAINTENANCE OF TRAFFIC (41865223801) (65 Days)			99911.89		\$ 99,911.89
4,485.000	ED	102 60		WORK ZONE SIGN		0.30	1345.50		\$ 1,345.50
27,523.000	ED	102 74 1		CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD		0.14	3853.22		\$ 3,853.22
976.000	ED	102 74 2		CHANNELIZING DEVICE, TYPE III, 6'		0.36	351.36		\$ 351.36
1,170.000	ED	102 77		HIGH INTENSITY FLASHING LIGHTS, TEMP, TYPE B		0.30	351.00		\$ 351.00
130.000	ED	102 99		PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY		16.04	2085.20		\$ 2,085.20
1,146.000	LF	104 10 3		SEDIMENT BARRIER		2.34	2681.64		\$ 2,681.64
1.000	EA	104 18		INLET PROTECTION SYSTEM		146.59	146.59		\$ 146.59
23.740	AC	107 1		LITTER REMOVAL		15.74	373.67		\$ 373.67
23.740	AC	107 2		MOWING		23.31	553.38		\$ 553.38
6.687	(AC)	110 1 1		CLEARING & GRUBBING (41865223801)		6,000.00	40122.40		\$ 40,122.40
91.000	SY	110 4		REMOVAL OF EXISTING CONCRETE PAVEMENT		11.85	1078.35		\$ 1,078.35
21.000	EA	110 7 1		MAILBOX, F&I SINGLE		117.78	2473.38		\$ 2,473.38
1,149.000	CY	120 2 2		BORROW EXCAVATION, TRUCK MEASURE		10.33	11869.17		\$ 11,869.17
1.000	LS	120 71		REGULAR EXCAVATION (3R PROJECTS ONLY) (222 CY)		10,000.00	10000.00		\$ 10,000.00
99,273.802	SY	327 70 6		MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH		1.65	163801.77		\$ 163,801.77
11,750.904	TN	334 1 23		SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22, PMA		84.04	987545.97		\$ 987,545.97
2,854.244	TN	337 7 42		ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-9.5, PG 76-22, PMA		89.43	255255.06		\$ 255,255.06
99,273.802	SY	341 70		ASPHALT RUBBER MEMBRANE INTERLAYER		4.00	397095.21		\$ 397,095.21
110.000	SY	524 1 1		CONCRETE DITCH PAVT, NON REINFORCED, 3"		43.01	4731.10		\$ 4,731.10
12,137.025	SY	570 1 1		PERFORMANCE TURF		0.62	7524.96		\$ 7,524.96
7,212.000	SY	570 1 2		PERFORMANCE TURF, SOD		1.73	12476.76		\$ 12,476.76
5.516	NM	710 11 111		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"		942.60	5199.38		\$ 5,199.38
43.000	LF	710 11 124		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"		1.59	68.37		\$ 68.37
476.000	LF	710 11 125		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"		2.05	975.80		\$ 975.80
25.000	EA	710 11 170		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS		33.07	826.75		\$ 826.75
								PAGE TOTAL	\$ 2,112,609.77

Date: 3/6/2015

Page No. 2

COMPUTATION BOOK PAY ITEM SUMMARY SHEET

CONTRACT ID: _____ FIN. PROJECT ID: 418652-2-38-01
 FINANCIAL PROJECT REGULAR WORK PAID: _____

MANAGING DISTRICT: 3 FAP NO. _____

FORM 700-050-10
 CONSTRUCTION
 06/08

FINAL QUANTITY	UNIT	PAY ITEM / ITEM CODE	S.A. NO.	PAY ITEM DESCRIPTION	CDMS DOC /	UNIT PRICE	PAY ITEM AMOUNT	ITEM CODE ADJ. AMOUNT	TOTAL ITEM PAID AMOUNT
				ROADWAY					
4.889	NM	710 11 211		PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"		955.97	4673.74		\$ 4,673.74
1,800.000	LF	710 11 224		PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"		1.35	2430.00		\$ 2,430.00
1.186	GM	710 11 231		PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		756.29	896.96		\$ 896.96
300.000	LF	710 11 251		PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, DOTTED/ GUIDELINE/6-10 GAP EXTENSION, 6"		0.60	180.00		\$ 180.00
1.000	LS	999 25		INITIAL CONTINGENCY					
				SIGNAL					
8.000	AS	660 2 106		LOOP ASSEMBLY, F&I, TYPE F		725.00	5800.00		\$ 5,800.00
				SIGNING					
6.000	AS	700 1 11		SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		319.36	1916.16		\$ 1,916.16
1.000	LS	710 90		PAINTED PAVEMENT MARKINGS, FINAL SURFACE (41865223801)		8,180.70	8180.70		\$ 8,180.70
43.000	LF	711 11 124		THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"		4.30	184.90		\$ 184.90
476.000	LF	711 11 125		THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"		5.36	2551.36		\$ 2,551.36
24.000	EA	711 11 170		THERMOPLASTIC, STANDARD, WHITE, ARROW		84.42	2026.08		\$ 2,026.08
1,800.000	LF	711 11 224		THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"		4.41	7938.00		\$ 7,938.00
300.000	LF	711 11 251		THERMOPLASTIC, STANDARD, YELLOW, DOTTED / GUIDELINE /6-10 GAP EXTENSION, 6"		0.88	264.00		\$ 264.00
5.516	NM	711 16 111		THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		4,427.29	24420.93		\$ 24,420.93
4.889	NM	711 16 211		THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		4,412.51	21572.76		\$ 21,572.76
1.186	GM	711 16 231		THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		2,037.26	2416.19		\$ 2,416.19

PAGE TOTAL	\$ 85,451.78
PROJECT TOTAL	\$ 2,198,061.54

TASK ORDER 29

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED -FEBRUARY 24, 2000 (AGREEMENT), FOR THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

2015 Update of the Navarre Beach Utilities Water and Sewer System Cost of Service and Rate Study

Article A. Background:

The Santa Rosa County Board of County Commissioners (CLIENT) authorized CH2M HILL Engineers, Inc. (CH2M HILL) to prepare a Cost of Service and Rate Study for Navarre Beach Utility's (NVBU) water and wastewater system for Fiscal Year (FY) 2004-05 (FY2005). Subsequent to that study, Hurricane Ivan made landfall in the Pensacola area with devastating effects and damage along the Florida/Alabama coastline, including Navarre Beach. Immediately following the hurricane, CH2M HILL was asked to revisit the water and wastewater rate analysis to revise the projections of system usage, revenues, and costs to reflect the impacts of Hurricane Ivan. The objective was to revisit the utility's financial position and to develop rates and charges that would allow the utility to cover its projected costs and fund the needed capital improvements resulting from the hurricane. These rates were projected through FY 2010.

A major hotel chain is in the early stages of constructing a new hotel at the location of the former Holiday Inn, which was destroyed by Hurricane Ivan, and other potential large customers are showing interest in developing on the island. NVBU is currently experiencing apparent water losses in its system that could be resulting in unnecessary costs and lost revenues to the utility. This update will revise the utility's costs and revenues to reflect current and projected conditions, plans to address the above challenges, and any projected capital improvements. This update will update the utility's needs through FY 2020.

Article B. Scope of Services:

Project Kick-Off Meeting and Data Collection

CH2M HILL will provide NVBU with a detailed list of the data needs and information necessary to perform the update to the water and wastewater rate analysis. After all of the available data is obtained, CH2M HILL will conduct a project kick-off meeting with NVBU. In the event that the requested data is not or will not be available or recoverable, CH2M HILL and NVBU will jointly determine at the kickoff meeting the most acceptable approach to satisfying the data and informational needs of the project. The deliverables for this subtask are:

-
- Detailed Work Plan and Schedule
 - Written Request for Data and Information
 - A Compiled Set of Updated Financial Data for NVBU
 - Kick-off Meeting Summary

Data Analysis, Financial Projections, and Rate Design

The information provided by NVBU will be reviewed and compiled for use in the update to the cost of service and rate analysis. CH2M HILL will identify the specific assumptions within the previous rate analysis that need to be adjusted to reflect current conditions or expectations regarding future growth and water usage, cost escalation, capital outlays, etc.

CH2M HILL will perform an analysis of the NVBU data and assumptions and will update the user demand and financial projections (expenses and revenue requirements) for the utility. These projections will be made utilizing the data and spreadsheet financial model developed specifically for the NVBU service area. The revenue requirements will be based on the cash requirements to operate the utility and to maintain the required bond coverage ratio to cover the costs of any proposed capital improvements. The updated model will be the basis of a proposed revised schedule of water and sewer rates and fees.

The deliverables for this subtask are:

- A list of assumptions.
- Tabular and graphical 5-year projections of system growth and user demands.
- Tabular and graphical 5-year expense projections.
- Tabular and graphical 5-year revenue projections.
- A recommended user fee and rate schedule for water and sewer.
- An updated list of water and sewer rates and fees from other area utilities

Rate Design Workshop

The spreadsheet model and proposed revised rate and fee schedule will be presented to NVBU during a Rate Design Workshop, which will be held via conference call with one CH2M HILL's Project Manager attending the workshop in person. During this workshop, the updated assumptions, user data, cost projections, revenue requirements and proposed user fee schedule will be evaluated using the model to demonstrate the financial outcome of probable near-term scenarios for the utility. Comparison of the typical user bills under projected and previously projected rates with other similar nearby communities will also be reviewed during the workshop.

Utilizing the scenario determined as most acceptable to NVBU, CH2M HILL will complete the revisions to the rate design model. The resulting rate design and fee schedule for both water and sewer will be designed to generate sufficient revenues to meet the combined system's project costs and other financial commitments, under an agreed upon set of assumptions.

The deliverables for this subtask are:

- A workshop summary
- A revised rate and fee schedule for water and sewer for NVBU

Summary of Rate Study Results

CH2M HILL will prepare a draft of the rate study report. The report will document the data, analyses performed, and the results of the rate modeling efforts. Ten copies of a draft report presenting the proposed fee schedules will be prepared for NVBU and CLIENT review. CH2M HILL will make a formal presentation of the findings of the report to the CLIENT at a regularly scheduled board committee meeting. Comments received from CLIENT will be incorporated into the final report. CH2M HILL will prepare and deliver 10 copies of the final report.

The deliverables for this subtask are:

- Ten (10) copies of the draft report
- Ten (10) copies of the final report.
- A revised rate and fee schedule for water and sewer for NVBU

Article C. Compensation Provisions:

As compensation for providing the services described within Task Order 29, CLIENT shall pay CH2M HILL in accordance with Article 2 of the Standard Master Agreement, based on CH2M HILL's Salary Costs plus 115 percent of CH2M HILL's Salary Costs for the actual time worked on the PROJECT, plus Direct Expenses plus 5 percent of Direct Expenses incurred for the Project. There will be a budget ceiling of \$39,100, which shall not be exceeded without a revision to Task Order 29. CH2M HILL will keep CLIENT informed of progress so that the budget and/or work effort can be adjusted if found necessary.

Article D. Period of Service:

The schedule for the Project within Task Order 29 is as follows:

Authorization to Proceed	March 12, 2015
Termination of Task Order	March 30, 2016

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to Task Order 29. Communications between the parties and between CH2M HILL's subcontractors shall be through the Authorized Representatives:

For CLIENT	For CH2M HILL
Name: Roger Blaylock, County Engineer	Name: William J. Klaus, P.E.
Address: 6051 Old Bagdad Highway Suite 300 Milton, Florida, 32583	Address: 25 W. Cedar Street Suite 560 Pensacola, Florida 32502
Telephone: (850) 981-7100	Telephone: (850) 941-7276

Article F. Authorization:

Task Order 29 is effective _____, 2015.	
Accepted for CLIENT by:	Accepted for CH2M HILL by:
Name	Name
Title	Title

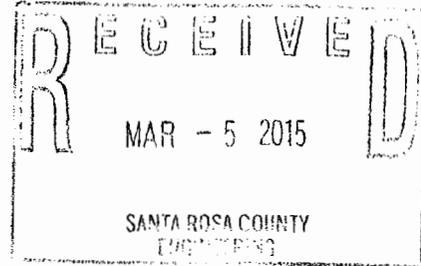
***** End *****



**SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT**
6075 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.
County Engineer

Ronald C. Hixson
Environmental Manager



Memo

To: Hunter Walker, County Administrator
From: Ronald Hixson, Environmental Manager *RCH*
Thru: Roger Blaylock, P.E., County Engineer *Rob*
Date: March 3, 2015
Re: Solid Waste Rate Study and Business Plan

Background

The Santa Rosa County Central Landfill provides solid waste disposal facilities for residential and commercial Municipal Solid Waste, Yard Waste, Special Waste Disposal (asbestos, contaminated soils), Household Hazardous Waste disposal, and recycling and reuse. Central Landfill also provides a collection center for residential single stream and commercial recyclables for transportation to materials recovery facility.

The Central Landfill is managed by the Environmental Department under direction of the County Engineer and operates as an Enterprise Fund. All expenditures associated with operation of the landfill including personnel salaries, equipment, operational cost and landfill expansions are supported by landfill tipping fees and miscellaneous revenues. The landfill received no general funds or tax revenues.

Under the proposed task order, SCS Engineers will review past revenues and expenditures and the anticipated future revenues, cost associated with landfill expansion, personnel, equipment, and anticipated changes by regulatory agencies. SCS Engineers will develop a Pro Forma Model and Business Plan that will evaluate critical parameters that impact landfill fees and future operations. The Pro Forma Model and Business Plan will be the foundation of a 10 year Solid Waste Management Plan for Santa Rosa County.

Recommendation:

That the Board of County Commissioners approves a Task Order with SCS Engineers (SCS) in the amount of \$32,100.00 to perform a Solid Waste Rate Study and develop a Business Plan for the County's Central Landfill.

SCS ENGINEERS

Scope of Services

Solid Waste Rate Study and Business Plan

The following scope of services and corresponding fee estimate is provided by SCS Engineers (SCS). This scope of services is to perform a solid waste cost of service and rate study for the County's solid waste landfill services.

Task 1- Kick Off Meeting

SCS proposes to kick off the project with an initial face-to-face meeting shortly following the award of this project. To help us frame the scope of this project, SCS will request background information so that we can review reports, data, and any other related information relevant to collection operations prior to the meeting. We will then prepare an agenda that will include the following:

- Summary of proposed project outline and data gaps that this project will address.
- Initial goals and objectives for this project that will drive the review.
- Project timeline, milestones, and deliverables.

Task 2 - Gather and Analyze Historical Information

An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. We will also gather pertinent demographic data, solid waste generation statistics, and financial data. These data will then be organized into a revised Pro Forma Model, which will enable SCS to provide the County with an analysis of the rate impacts of system changes.

Task 3 - Project Revenue Requirements

The "revenue requirement" is just what it implies. It is the total amount of money the County must collect to pay Landfill expenditures needed to provide its targeted levels of service while meeting its financial requirements (e.g., funding debt service obligations, maintaining coverage ratios, and maintaining fund balance requirements, etc.). The revenue requirement also will include long-term capital expenditures that are paid out of current rates and not paid by bond proceeds.

The revenue requirement at the time of ratemaking will be determined by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments would be made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year).

Revenue requirements for future years (e.g., 10-years through 2025) would then be projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, more strict requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. In addition to projected cash

expenditures, any adjustments will be made to account for required increases, if any, in fund balance or County financial policies.

Task 4 - Design New Rates for Each Customer Group

Once the preceding six steps are completed, SCS will finalize the Pro Forma Model to enable development of rate designs (e.g., \$ per ton for a number of materials such as MSW, Class III C&D waste, and special waste (asbestos, sewage sludge, etc. and minimize disposal rates for County residents that self-hauler). SCS will then work with the County to utilize the Pro Forma Model, which has been constructed specifically for this project, to construct a series of sensitivity analyses to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, cash versus debt financing, and alternative levels of services.

Santa Rosa County, with the exception of the City of Milton and Gulf Breeze, maintains exclusive franchises with "for profit" solid waste haulers to provide MSW, recycling, yard waste, and bulk waste hauling services in the County. The franchise agreements between the County and each hauler allow the haulers to "pass through" any rate increases to their customers. Haulers are also permitted an annual rate increase that might not exceed 4 percent of the previous year's rate. SCS will provide an estimation of each hauler's increase to their customers based on the suggested tipping fee increase at the Central Landfill.

Task 5 - Draft and Final Reports

Once these steps outlined above are completed, SCS will then prepare a Draft Report of the conceptual design of the system rate study. The Draft Rate Study will be issued to the County for review and comment. Based on comments received, SCS will then modify the Draft Rate Study Report and prepare a Final Report.

Rate Study Deliverables

- Revised Pro Form Rate Model in Microsoft Excel
- Draft Report
- Final Report

COST/FEE QUOTE

Exhibit 1. **Cost Estimate**

Task	Total Cost
Tasks 1 -5	\$32,100
Method	Lump Sum, billed monthly based on milestone

SANTA ROSA COUNTY FLORIDA

By: _____
Don Salter, Chairman

ATTEST:

Donald C. Spencer, Clerk

BCC Approved: _____

SCS Engineers

By: Marc Boyliff

Name & Title: Marc Boyliff, Project Director

Supplemental Agreement No. 2013-2, Addendum 1

Between

Santa Rosa County

And

Coastal Technology Corporation

For Professional Engineering Services

THIS IS SUPPLEMENTAL AGREEMENT NO. 2013-2 made and entered into this 9th day of March 2015, by and between the SANTA ROSA COUNTY hereinafter referred to as COUNTY and COASTAL TECHNOLOGY CORPORATION of Vero Beach, Florida hereinafter referred to as COASTAL TECH.

WHEREAS, the COUNTY and COASTAL TECH entered into a professional services agreement dated February 24th, 2000; and

WHEREAS, the COUNTY desires COASTAL TECH to perform specific services under such agreement; and

WHEREAS, the COUNTY and COASTAL TECH desire to reduce to writing their understandings and agreements pertaining to such services,

IT IS, THEREFORE, AGREED as follows:

1. Scope of Work: COASTAL TECH shall do, perform and carry out in a satisfactory and proper manner the work set forth in the Scope of Work which is attached hereto and marked as Attachment "A" and hereinafter referred to as "Scope of Work". Prior to the start of the Work and at milestones as may be identified by the COUNTY, COASTAL TECH will confer with the COUNTY's representative, to identify those portions of the Work to be performed by County staff.

2. Compensation: Work by COASTAL TECH will be provided as "Basic Services" – compensated on the basis of the approved "Hourly Rate Schedule" per Article 5A of our Master Agreement. COASTAL TECH shall be paid on the basis established in Attachment "B", provided the compensation under this Supplemental Agreement shall not exceed the sum of \$74,319 without prior authorization of the COUNTY. Such sum shall be the only compensation to which COASTAL TECH is entitled under this Supplemental Agreement.

3. Time: The work shall be performed within the Schedule designated in Attachment "B". Time is of the essence in performance of all work under this Supplemental Agreement.

4. Terms and Conditions: All of the terms and conditions contained in the professional services agreement dated February 24, 2000, are incorporated by reference into this Supplemental Agreement. To the extent of any conflict between the terms and conditions of the two agreements, the terms and conditions of this Supplemental Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 9th day of March, 2015.

BY: Michael P. Walther
Michael P. Walther, Vice President
COASTAL TECHNOLOGY CORPORATION

BY: _____
Roger Blaylock, County Engineer
SANTA ROSA COUNTY

Attachment "A" - Scope of Work
Supplemental Agreement 2013-2, Addendum 1

Introduction: In general, under this Scope of Work, COASTAL TECH will evaluate and assist the COUNTY with development of potential funding options for the Navarre Beach Re-Nourishment Project (*Project*). The following tasks describe the work by COASTAL TECH:

Task 1 – Funding Alternatives: COASTAL TECH will evaluate potential funding alternatives including:

- (a) potential State of Florida funding from FDEP, based on recent cost-sharing rule revisions in Chapter 62B-36, Florida Administrative Code,
- (b) future federal funding for the *Project* via individual authorization of the *Project* as a U.S. Army Corps of Engineers (USACE) Shore Protection Project (SPP).
- (c) potential local funding alternatives for the *Project* including:
 - general revenue,
 - sales tax,
 - tourist tax, and
 - special assessment via an MSBU.

In concert with evaluation of the above, COASTAL TECH will:

- (a) informally confer with USACE staff and other non-federal sponsors to determine the potential timing and extent of future federal funding through the USACE,
- (b) informally confer with COUNTY and Santa Rosa County Tourist Development Council staff relative to the availability and suitability of local funding sources.

Based on this evaluation and, in consultation with the COUNTY, COASTAL TECH will formulate and recommend a DRAFT FUNDING PLAN, which will:

- (a) identify potential funding levels from each source;
- (b) assess the advantages and disadvantages of each funding source;
- (c) chart the process and schedule for obtaining funds from each source; and,
- (d) recommend (via letter report) a funding plan most appropriate for the *Project*.

COASTAL TECH will meet with the COUNTY to review the DRAFT FUNDING PLAN and confirm the appropriate mechanism for generation of the local share of *Project* costs.

Task 2 – Public Workshop: COASTAL TECH will participate in and create a presentation for a workshop with the COUNTY at a location acceptable to the COUNTY to present and obtain public input regarding the DRAFT FUNDING PLAN. COASTAL

TECH will prepare and submit to the COUNTY a summary of the public comments received at the workshop.

Task 3 – MSBU Update: If development of an MSBU is desirable for the *Project* based on the results of Tasks 1 and 2, the COUNTY will provide an updated list of properties within the proposed MSBU boundaries – as a modified assessment roll or list of properties from the previous MSBU - identifying those properties where ownership and/or use has changed. COASTAL TECH will identify potential assessments which may be required to provide the local share of costs for the *Project* based upon:

- the updated property list provided by the COUNTY,
- the probable costs – as determined separately by COASTAL TECH, and
- the MSBU assessment formulas adopted by the COUNTY for the original *Project* construction.

COASTAL TECH will:

- (a) prepare and provide a brief letter report summarizing the results of the above with an EXCEL spreadsheet of assessments by property, and
- (b) meet with the COUNTY to review the letter report and confirm the further actions required to develop an MSBU to fund the *Project*.

Task 4 – Final Plan: COASTAL TECH will prepare a FINAL FUNDING PLAN, based on the results of Tasks 1 - 3 above, input from stakeholders and direction from the COUNTY. COASTAL TECH will prepare a draft letter to the USACE from the COUNTY requesting USACE assessment of federal interests in a potential Navarre Beach SPP.

Task 5 – Public Hearings/Informal Meetings: COASTAL TECH will participate in up to three (3) public hearings or informal meetings, as requested by the COUNTY, associated with adoption of a funding plan. COASTAL TECH will present the FINAL FUNDING PLAN and advise the COUNTY on potential modifications in response to public comment.

Task 6 – RESTORE Project Proposal: In general, COASTAL TECH will prepare a Project Proposal in response to the Santa Rosa County Local RESTORE Council's Request for Proposals for projects to be included in the RESORE Multi-Year Implementation Plan (MYIP). Specifically, COASTAL TECH will review past *Project*-related Natural Resource Damage Assessment, Federal Emergency Management Agency and FDEP Beach Management Funding Assistance Program applications to identify prior representations and to provide a basis for consistent generation of the "Project Proposal". COASTAL TECH will prepare:

- draft “support letters” for consideration, editing, and execution by COUNTY staff and stakeholders – including the Santa Rosa County Chamber of Commerce, Santa Rosa County Tourist Development Council, and the Navarre Beach Leaseholders & Residents Association, Inc.; and
- a draft “Project Proposal” for submittal to Santa Rosa’s Local RESTORE Council for inclusion in the RESTORE Multi-Year Implementation Plan that will address category-specific selection criteria for the *Environment*, *General Infrastructure*, and *Tourism* general categories, as defined by the Project Scoring Sheets found on the Santa Rosa County Local RESTORE Council’s website (<http://www.santarosa.fl.gov/bocc/restore.cfm>).

COASTAL TECH will consult with COUNTY staff to (a) address staff issues/concerns relative to the draft “Project Proposal” and (b) otherwise support – as may be requested by COUNTY staff - COUNTY completion and submittal of the Project Proposal by April 3, 2015.

**Santa Rosa County - Navarre Beach
Re-Nourishment Funding**

Attachment "B"
Estimated Fees and Schedule
Supplemental Agreement 2013-2, Addendum 1
March 9, 2015

QA EOR PM

Michael Walther Principal Engineer	Cliff Truitt Senior Engineer	Jimmy Sellers Coastal Mgmt. Sp.	Lois Edwards Sr. Permit Specialist	Zander Neach ACAD Engineer Tec.	Brooke Edwards Clerical
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Notice to Proceed
September 23, 2013

Schedule			Task Description	QA	EO	R	PM	Total	Direct Costs		Line Total	Task Total	
Start	Finish	Days							Fees	Amount			Description
23-Sep-13	7-Dec-13	75	Task 1 - Funding Alternatives	\$250	\$176	\$99	\$133	\$60	\$53			\$19,344	
			Evaluate Potential Funding Options	1	1	36	4	2		\$4,642		\$4,642	
			Informal Consultation w/ USACE, COUNTY and other FL Counties	2		24	4			\$3,408		\$3,408	
			Formulate DRAFT Funding Plan	6	2	16				\$3,436		\$3,436	
			Meet w/ COUNTY to review DRAFT Funding Plan	20		20			1	\$7,033	\$825	Travel & Per Diem	\$7,858
7-Dec-13	21-Jan-14	45	Task 2 - Public Workshop									\$11,925	
			Create Presentation for Public Workshop	3	1	14	2	4		\$2,818		\$2,818	
			Participate in Public Workshop	20		20			1	\$7,033	\$825	Travel & Per Diem	\$7,858
			Prepare Summary of Public Workshop and Public Comments	1	2	6			1	\$1,249		\$1,249	
21-Jan-14	20-Feb-14	30	Task 3 - MSBU Update									\$5,772	
			Update MSBU with Property Information			8		16		\$1,732		\$1,732	
			Prepare Letter Report w/ Spreadsheet of Potential Assessments	1		8		2	1	\$1,215		\$1,215	
			Meet w/ COUNTY to review Letter Report			20				\$1,980	\$825	Travel & Per Diem	\$2,805
20-Feb-14	6-Apr-14	45	Task 4 - Final Funding Plan									\$3,570	
			Prepare Final Funding Plan	2	2	12	2			\$2,306		\$2,306	
			Preparation of USACE Letter	1	2	4	2			\$1,264		\$1,264	
23-Sep-13	21-Apr-14	210	Task 5 - Public Hearings/Informal Meetings									\$26,218	
			Attendance at up to three (3) Public Hearings or Informal Meetings	40		60				\$15,940	\$2,474	Travel & Per Diem	\$18,414
			Final Funding Plan Presentation	20		20				\$6,980	\$825	Travel & Per Diem	\$7,805
9-Mar-15	3-Apr-15	25	Task 6 - RESTORE Project Proposal									\$7,491	
			Review Past NRDA, FEMA, BMFAP Applications	2	1	4	2		1	\$1,391		\$1,391	
			Draft Support Letters and Project Proposal	4		40		2		\$5,080		\$5,080	
			Consult with COUNTY	1	1	6				\$1,020		\$1,020	
			Total Hours :	124	12	318	16	26	5	501			
			Total Costs :	\$31,000	\$2,112	\$31,482	\$2,128	\$1,560	\$265	\$68,547	\$5,772	\$74,319	
										\$68,547		\$74,319	



THE WATERS



Public Services Committee

Chaired by:

J. Williamson and Lynchard

Meeting:

March 23, 2015, 9:00 A.M.

AGENDA

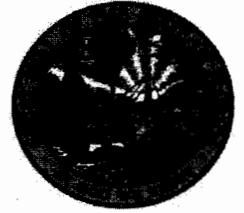
Development Services

1. Recommend Board approval of the agreement to lease six vehicles to Tri-County Community Council, Inc. for the use in the door-to-door public transportation service. The agreement continues the lease of four vehicles and adds the lease of two new vehicles.
2. Recommend approval of the mortgage subordination agreement for the property located at 5267 Deerfoot Ln., Milton. Agreement is consistent with Board policy.
3. Discussion of a floodplain variance request of V-zone construction standards for a lot located at 1102 Oyster Bay Dr., Milton.



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, Transportation Planner
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Vehicle Lease Agreement with Tri-County Community Council, Inc.
DATE: March 16, 2015

RECOMMENDATION

That the Board approve the attached agreement to authorize the County to lease six vehicles to Tri-County Community Council, Inc. for use in the door-to-door public transportation service. The agreement continues the lease of four vehicles and adds the lease of two new vehicles.

BACKGROUND

Currently, the County leases four vehicles to Tri-County Community Council, Inc. for door-to-door public transportation service in the County. In December 2012, the Board approved the local match as required by the Section 5310 Notification of Funding for the purchase of two additional public transportation vehicles. On January 22nd, two Ford commuter vans were delivered to Santa Rosa County.

The draft agreement is attached. The draft agreement will replace the lease agreement adopted by the Board on December 11, 2014 and adds the recently acquired new vehicles.

Once the lease agreement is adopted, the vehicles will be turned over to Tri-County Community Council, Inc. to be used for door-to-door public transportation service.

Animal Services

Dale Hamilton
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

Building Inspections &

Code Compliance
Rhonda C. Royals
Building Official

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management

Brad Baker
Director

4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

Community Planning,

Zoning & Development
Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Veterans Services

Karen Haworth
Director

6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"

**EQUIPMENT LEASE AGREEMENT
SANTA ROSA COUNTY
AND
COMMUNITY TRANSPORTATION COORDINATOR**

This Agreement, entered into this ____ day of _____, 2015 by and between Santa Rosa County, hereinafter called the “Lessor”, and Community Transportation Coordinator, hereinafter called the “Lessee”, is effective on the date herein specified.

WITNESSETH

WHEREAS, the Lessee serving within the capacity of the Community Transportation Coordinator has been contracted to operate public transportation service in Santa Rosa County by Santa Rosa County;

WHEREAS, the Lessee, in its capacity as a transportation operator is in need of vehicles and equipment to serve the needs of the people of Santa Rosa County and is desirous of leasing from the Lessor passenger vehicles, as described in Exhibit A;

NOW, THEREFORE, for and in consideration of the premises and covenants contained herein, it is agreed as follows:

1. **LEASE TERM**

The vehicle(s) and equipment further described in Exhibit A, attached hereto and made a part hereof, are leased to the Lessee on the specified effective date, which is the latest date on the signature page, through June 30, 2015, consistent with the terms of the Emergency Contract for the Community Transportation Coordinator.

2. **LESSEE COSTS**

The Lessor agrees to a \$1.00 per year per vehicle lease.

3. **DELIVERY**

The equipment at Exhibit A has been delivered to Community Transportation Coordinator.

4. **TITLE**

It is expressly understood and agreed by the parties hereto that the title(s) to all equipment herein leased are and shall remain in the ownership of Santa Rosa County and the Lessee agrees not to loan, sell, sublet, assign or mortgage said equipment, or lend or permit said equipment to be subject to any legal process without the prior written consent of Santa Rosa County.

5. **MAINTENANCE**

A. The Lessee shall provide and pay the cost of maintenance and repair service of the leased equipment in accordance with standard preventive and corrective maintenance procedures on the basis of instructions in accordance with Florida Law – Rule 14-90, as amended, and/or supplied by the manufacturer. Preventive maintenance practices consistent with proper equipment care shall be exercised, including special attention to corrosion control. The Lessee further agrees to maintain the equipment in presentable condition.

B. All maintenance actions and replacement of parts shall be documented fully and reported to Lessor in accordance with reporting requirements, as contained in paragraph 14.

C. The Lessee understands and agrees to adhere to all requirements of the Federal Transit Administration (FTA) and FDOT relative to a satisfactory maintenance program for all leased equipment. The Lessee further agrees to submit an equipment maintenance plan and a safety plan and other appropriate reports to the FTA Sub-Grantee, which is the Lessor. These plans may be those included in the system safety program plan and security program plan that is part of the terms of the Lessee's contract.

6. FEDERAL INTEREST IN EQUIPMENT

This Lease Agreement provides for the use of public transportation equipment that has been financed by FTA. The Lessor and the Lessee warrant that the use of these FTA funded vehicles and equipment will be governed by the Lessor's FTA Agreement, by FTA Circular 9045.1, and by the Office of Management and Budget Circular A-87, codified at 2 CFR Part 225, as amended.

7. PROHIBITION ON CONFLICTS OF INTEREST

The Lessor and Lessee warrant that no employee, officer, or agent of the Lessor, nor any partner of such a person, nor any member of the immediate family of such a person, nor any organization which employs, or is about to employ, such a person, has a financial or other interest in the Lessee or will otherwise benefit from the execution or performance of this lease Agreement.

8. OWNERSHIP OF PARTS

The Lessee agrees to maintain a complete and accurate record with respect to any Lessor furnished equipment, parts, if any, using such parts only in the repair and maintenance of the Lessor's equipment. All such records shall be maintained on a generally acceptable accounting basis and shall be clearly identified and readily accessible to the Lessor upon request, at any and all reasonable times. However, it is expressly understood and agreed that nothing in this Agreement obligates the Lessor to furnish maintenance and repair parts to the Lessee and that all Lessee purchased parts installed on leased equipment become the property of the Lessor.

9. INSURANCE

The Lessee shall agree to carry insurance, or, if self-insured, guarantee liability, for minimum coverage as follows, naming Santa Rosa County as one of the insured:

Liability coverage in an amount of \$100,000 for the death or injury for anyone person, \$300,000 in the event of death or injury of two or more persons in a single accident, including liability to any employees engaged in operation of the vehicle(s), and \$50,000 for property damage. Comprehensive and collision coverage will be obtained for the full value of each vehicle, less normal deductible, not to exceed \$1,000.00, which shall be borne by the Lessee. Current value of equipment leased under this Agreement is as specified in Exhibit A.

10. EMPLOYMENT

The County 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 any subcontractors performing work or providing services pursuant to the state contract are required to 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. The Lessee is required to implement E-Verify to verify employment eligibility of all new employees hired during the term of this lease agreement.

11. OPERATIONS

In the operation of equipment leased by this Agreement, Lessee agrees:

A. To limit use of leased vehicle(s) and equipment to Santa Rosa County or its subcontractor. No changes of use of said vehicle(s) and equipment will be implemented by Lessee unless written authorization is received from Lessor.

B. To maintain an FDOT approved System Safety Program Plan (SSPP) and Security Program Plan as required by Florida Law - Rule Chapter 14-90, as amended, which stipulates equipment and operational safety standards governing public sector bus systems in the state and remain compliant with the SSPP, the SPP, and Rule 14-90 FAC, as amended.

C. To comply with the Substance Abuse Policy in accordance with 49 CFR Part 40 and 655, as amended, and provide information required for annual certification.

D. Not to make any alterations or modifications to the equipment except upon receipt of written consent of the Lessor. The only exception to this provision is for the installation or alteration of passenger seats, seat belts and wheelchair locking equipment; such changes, however, must be made in accordance with acceptable industry standards and Americans with Disabilities standards and shall not permanently mar or damage the vehicle(s) or equipment; further, such changes shall, upon the termination of this Agreement, remain the property of the Lessor or shall be changed to original condition as the vehicles were received by Lessee, at the Lessor's sole discretion and instruction.

E. To precisely follow the Lessor's guidelines for affixing or painting any designs, or marking signs on the leased vehicles. No political advertisements will appear on leased equipment. Public service posters or announcements may be placed in pre-existing advertising racks, if any.

F. Not to use the equipment in violation of federal, state or local statute, law, regulation, ruling, order or ordinance.

G. To hold Lessor harmless for all fines, forfeitures or penalties for traffic violations or other violations incurred in connection with the operation of this equipment by Lessee.

H. To cause each vehicle to be operated only by a fully qualified, competent, and properly trained and licensed driver. Lessee shall require each driver to have a good driving record and to operate with all due care and diligence to prevent injuries, loss and damage of any nature. Procedures and training will be outlined in the SSPP.

I. To maintain in force an approved Drug Free Workplace Program and regularly train all qualified drivers, mechanics and other safety-sensitive personnel about system safety and substance abuse.

J. To protect the equipment from theft and other hazards while under Lessee's control.

K. To be responsible for damages and loss to equipment in the event of disaster, fire, theft, flood, riots, strikes, conversion, collision, or other partial or total destruction except to the extent the County may be reimbursed by payment of insurance proceeds.

L. To verbally notify the Lessor immediately of any theft, fire, improper performance, damage, accidents or collision in which the equipment has been involved and, refrain from operation of such equipment so involved until permission is obtained from the County; to supply a copy of any report required to be filed with any administrative body or governmental unit, to supply a written report within seven (7) days of any theft, fire, accident or collision involving any equipment. In the event of failure to so notify Lessor, Lessee will be responsible for any loss to the County as a result of such failure; to cooperate fully with the County in any reasonable way to prevent loss; to aid in every reasonable way in the defense of suits or other proceedings which may be brought as a result of the operation of said equipment; to notify the County promptly of any papers, notices or documents served upon the Lessee, its agents, servants, or employees, arising out of the operation of said equipment.

M. Lessee shall not initiate any actions to recover losses for damages to equipment without written consent of Santa Rosa County. Lessee shall take no steps which would affect the County's claim for damages, if any, without written consent of the County.

N. The Lessee shall not operate the vehicles without proper air-conditioning.

O. The Lessee shall ensure two-way communication between the drivers and Community Transportation Coordinator dispatch during hours of transit service.

P. The Lessor shall ensure the words "Public Transportation" are displayed on the vehicles.

12. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The Lessee shall indemnify and hold harmless the Lessor against all claims and suits for injury or damage to any person or property whatsoever, including death, which may arise or result from the operation of the equipment leased by this Agreement, and will defend on behalf of the Lessor any suits jointly against the Lessee and Lessor or alone for or arising out of any of the aforesaid causes.

Further, the Lessee hereby agrees to indemnify, defend, save and hold harmless the Lessor from all claims, demands, liabilities and suits of any nature whatever arising out of, because of or due to the breach of this lease Agreement by the Lessee, its agents or employees, or due to any act or occurrence of omission or commission by the Lessee, its agents or employees. It is specifically understood and agreed that this indemnification Agreement does not cover or indemnify the Lessor for its sole negligence or breach of contract. The amount of indemnification shall not exceed the limits of the Lessee's policy and shall be no less than the limits established by Florida Statute.

13. DISCRIMINATION

The Lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, veteran's status, or physical handicap. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, veteran's status, or physical handicap. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places notices provided by Lessor setting forth the provision of this non-discrimination clause.

14. REQUIRED REPORTS

A. The Lessee shall maintain and implement an equipment maintenance plan as part of its SSPP to be submitted for approval by FDOT. The plan will establish procedures for maintaining all rolling stock, and other capital assets on a regular basis, minimizing down time due to repairs, and prolonging the useful life of each asset.

B. In addition to special reports, as necessary, certain regular operating and maintenance reports, including required reports of FTA or FDOT, shall be required by the Lessor, of the Lessee.

C. Maintenance Reports

(1) Records of inspection, corrective, or preventive maintenance actions, including identification and cost of parts used, labor hours and vehicle mileage will be recorded on work order forms. The work order should identify how failure(s), if any, were detected, whether by regular inspection, driver report, vehicle breakdown or other. The work order forms shall be accumulated and maintained on file, with inspection checklists, for the inspection of the Lessor at any and all reasonable times.

(2) Individual vehicle maintenance record files shall be kept current by the Lessee and shall be available for Lessor's review during periodic compliance inspections.

(3) It is the ultimate responsibility of the Lessee to ensure that all required reports are properly maintained and that any and all reports required by other agencies, including but not limited to FTA and FDOT, are properly maintained and submitted.

15. INVENTORY

The Lessor shall complete a biennial inventory of property. The Lessee shall cooperate and coordinate with the Lessor in completion of this task.

16. AUDITS AND INSPECTIONS

Lessee agrees to permit the Lessor's designated representatives to audit all books, records and files relative to the operation and maintenance of the leased vehicle(s), equipment and parts, as applicable; to assist in providing said documents and information and to permit inspection of vehicle(s), equipment, and parts by FTA, FDOT or the Lessor's representatives. Time for conducting said audits and inspections shall be during normal business hours.

17. SUBCONTRACTS

For the duration of this Agreement, the Lessee may need to enter various Agreements and contracts with third parties to provide the services needed to fulfill this Agreement. The Lessee shall enter into any contracts during the term of this Agreement with notification at contract execution to the County. Upon termination or expiration of this Agreement, such contractual obligations entered into by the Lessee in its capacity under this Agreement shall automatically revert to the Lessor, which may cancel, renegotiate, or continue these subcontracts. The Lessee shall include this statement in all subcontracts.

Contracts between the Lessee and its subcontractors shall also require the subcontractor to implement E-Verify to verify the employment eligibility of subcontractor employees hired during the term of the contract.

18. WARRANTS

The Lessee warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Lessee, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person other than a bona-fide employee working solely for the Lessee, any fee, commission, percentage brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Lessor shall have the right to annul this Agreement without liability.

19. TERMINATION

A. **BREACH:** The Lessor may, by written notice to the Lessee, cancel this Agreement for any of the following reasons, to be effective upon receipt of said notice:

- (1) The Lessee takes any action pertaining to this Agreement without approval of the Lessor which under the procedures of the Agreement would have required the approval of the Lessor.
- (2) The Lessee defaults under any provisions of this Agreement.
- (3) The Lessee uses the vehicle(s), equipment or parts in a manner not provided for under the provisions of this Agreement.

B. Either party, Lessor or Lessee, may cancel or terminate this Agreement without cause by not less than thirty (30) days written notice to the other party.

20. ACTION UPON EXPIRATION OR CANCELLATION

In the event of expiration or cancellation of this Agreement, Lessee agrees to proceed as follows:

A. Provide storage space for all leased vehicle(s), equipment and parts, if applicable, until Lessor is prepared to transport to the next destination.

B. To be responsible for the cost of repairing, replacing or restoring any of said vehicle(s), equipment or parts in substandard condition.

C. To insure that tread remaining on the tires of the vehicle(s) is no less than 7/32" on any of the tires to provide for safe transport by the Lessor to the next destination and to be responsible for the cost of replacing tires not meeting said standards.

D. Any vehicle not in the same or better condition, reasonable wear and tear excepted, at the time of expiration or cancellation of this Agreement as when the vehicles were delivered to the Lessee shall be considered as in substandard condition.

21. RENEWAL OF LEASE

This Lease shall be from the date of commencement, indicated in paragraph 1 of this Lease through June 30, 2015, consistent with the terms of the Emergency Contract for Community Transportation Coordinator.

22. COMPLETENESS OF AGREEMENT

This Lease sets forth all the Agreements, terms, conditions and understandings, between Lessor and Lessee and there are no Agreements, customs, usages, terms, conditions, or understandings, either oral or written, expressed or implied, between the Lessor and the Lessee, as Lessor and Lessee, other than are herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SANTA ROSA COUNTY

**COMMUNITY TRANSPORTATION
COORDINATOR**

W.D. "Don" Salter, Chairman BOCC

Signature

BOCC approved March 26, 2015

Printed Name & Title

Date

ATTEST:

WITNESSES:

Donald C. Spencer, Clerk of Court

Printed: _____

Date

Printed: _____

**EXHIBIT A
LEASE AGREEMENT**

This exhibit forms an integral part of the particular Lease Agreement between Santa Rosa County and Community Transportation Coordinator for those vehicles listed below:

Vehicle Description	VIN	DOT Control Number	County Control Number	County License Plate
2009 Ford E-250 Commuter Van	1FTNE24L69DA92602	80313	9009	TC4067
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K991173951	80316	9011	TD1933
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K791173348	80315	9010	TC3729
2013 Ford E-250 Commuter Van	1FTNE2EL0DDA63619	92359	9012	TD1913
2014 Ford E-250 Commuter Van	1FTNE2EL2EDB15252	92387	9013	TD8429
2014 Ford E-250 Commuter Van	1FTNE2EL2EDB15253	92386	9014	TD8428



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: Erin Malbeck, Housing Program Coordinator
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: State Housing Initiatives Partnership (SHIP)
Second Mortgage Subordination Request
5267 Deerfoot Ln, Milton, FL 32570
24-2N-29-1945-00B00-0280
DATE: March 16, 2015

RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$102,000.00

BACKGROUND:

SHIP Second Mortgage: \$9,543.24
Recorded: 4/20/2009
Purpose: SHIP First Time Homebuyer Program

Proposal is to reduce the annual interest rate on the first mortgage from 4.875% to 3.875%

Current monthly principal and interest: \$609.73
Proposed monthly principal and interest: \$611.40

The refinance and subordination request meets established guidelines and will:
Reduce the mortgage interest rate
Not provide any cash out

Note: The monthly mortgage rate will be increasing by \$1.67 due to the fact that the homeowner will be going from a 30 year fixed rate to a 20 year fixed rate.

Animal Services
Dale Hamilton
Director

Building Inspections & Code Compliance
Rhonda C. Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Brad Baker
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

Community Planning, Zoning & Development
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Veterans Services
Karen Haworth
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

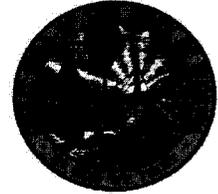
6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"



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
THRU: Tony Gomillion, Public Services Director
FROM: Rhonda Royals, Building Official
SUBJECT: Floodplain Variance Request – David Woodworth
DATE: March 10, 2015

DISCUSSION

Mr. David Woodworth is seeking a floodplain variance to allow the use of a slab foundation in lieu of a piling foundation as required by Article 10.03.02(A). The proposed project is construction of a single family home to be located at 1102 Oyster Bay Drive, Milton, Florida, identified by parcel number 25-1S-28-4914-00E00-0080. If granted, this variance would only vary our local "freeboard" or higher regulatory requirement and not the requirements set forth in the National Insurance Flood Program.

BACKGROUND

Mr. Woodworth's property lies in an AE flood zone but is within 200 feet from the mean high tide line in an area where local regulation imposes V-zone construction standards. V-zone construction standards require a structure to be elevated on pilings so the lowest horizontal member is located no lower than the required base flood elevation. The required elevation at this site is 9 feet above mean sea level. However, based on the soil conditions at this site (see attached report) the engineer suggests "the best option for building would be a shallow foundation on additional fill." The plans indicate a monolithic mat foundation with elevation of the structure on 12" x 12" concrete masonry block piers. The proposed finished floor of the home is shown at 10 ft. 8-inches above grade with the ground floor listed as a garage/storage area with installation of hydrostatic vents in surrounding walls. The permit will require the builder to adhere to our current erosion control protective measures which consists of silt screens and hay bales placed between the development site and water body to prevent sediment or debris from leaving the development parcel. Additionally, any use of red clay or clay-sand mixtures will be limited to foundations and driveways and must be capped within seven (7) days of placement.

Animal Services
Dale Hamilton
Director

**Building Inspections &
Code Compliance**
Rhonda C. Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

**Community Planning,
Zoning & Development**
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Veterans Services
Karen Haworth
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"



**BAILY
ENGINEERING/
TESTING, L.L.C.**

GEOTECHNICAL • MATERIALS

P.O. BOX 427 • PENSACOLA, FLORIDA • 32591-0427 • (850) 434-5500

Project No. 14-162
March 3, 2015

VIA EMAIL

Mr. Dave Woodworth
1656 Tidewater Lane
Navarre, FL 32566

Re: Subsurface Conditions - Lot E8, Sea Pines S/D
Proposed Woodworth Residence, Garcon Point
Santa Rosa County, Florida

Mr. Woodward,

Submitted here is a brief summary of subsurface conditions present at Lot E8 of the Sea Pines Subdivision near Dickerson City on Garcon Point. This letter is furnished per your request on March 2, 2015. Two sample borings were completed previously at this lot on your verbal authorization on October 31, 2014.

Subsurface Conditions

Two sample borings were made on Lot E8 on November 7, 2014. Boring B-1 was completed to 35-ft depth at the northeast corner of the proposed residence; Boring B-2 was then made to 45-ft depth at the southwest residence corner. These borings both found 8 ft of silty, clayey sand of average or better degree of compaction below ground surface. Clay of various textures were disclosed beneath the upper sand to at least 45-ft depth. In both borings these clays were judged to be extremely weak and highly compressible under a sustained static load. Further, very soft and soft clay tend to consolidate as a consequence of the pile driving installation. The pile walls serve as conduits for escaping water where there were no drainage paths before. Hence, the weak clays settle downward together with the overlying sand.

Variance Recommendation

Although we do not know the depth to suitable soils for supporting piling, it's a certainty that such soil lies 50 or more ft below present ground surface. On the eastern shoreline of Garcon Point, a little further north, we have drilled to 65-ft depth on another lot without any sign of strong soils.

Given the significant depth required for support of the piling and the presence of 8 ft of competent sand already on this lot, the best option for building would be a shallow foundation on additional fill. Extended-depth grade beams or footings along the entire residence perimeter is warranted to protect the interior, contained sand against wave scour. Additionally, ground armoring using any form of hardscape should be provided along the bayfront side, around the corners and down the sides to the extent practical. Raising grade between the residence rear and the shoreline bulkhead would offer even more protection.

Armoring and filling on the bay side are considered sacrificial in nature and primarily serve to protect the shallow foundation. Whereas, the deepened perimeter foundation element as well as the contained sand within are the foundation to be protected. I believe it would be much easier to build a deeper perimeter foundation using a monolithic-concrete slab where the perimeter grade beams can be turned down to 3-ft or more depth.

Closing

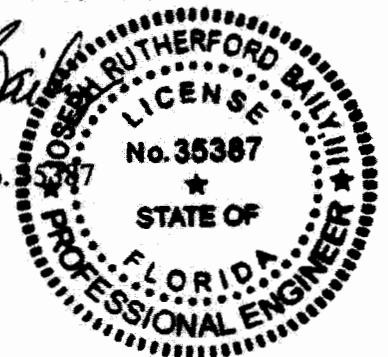
I appreciate the opportunity to have been of assistance in the design and construction of your planned residence. Please contact me when I can be of further assistance during design or construction.

Respectfully submitted,

BAILY ENGINEERING/TESTING, LLC



Joseph R. Baily, P.E. Reg. No. 35387
Principal of Firm



Attachments: Logs of Borings B-1 and B-2



AGENDA
PUBLIC WORKS COMMITTEE

March 23, 2015

Chairman: Commissioner Cole

Vice Chairman: Commissioner Rob Williamson

1. Discussion of one year extension of agreement with Southern Energy Company for fuel, oil and lubricants equal to Santa Rosa School Board pricing.
2. Discussion of additional funding of \$500,000 from Road & Bridge Reserves to pave and resurface residential roads.
3. Discussion of contract renewal, and modifications to Addendum "A", for WS986 with the Florida Department of Corrections, for three Work Squads to be utilized in the Road and Bridge Department.

Tom Collins

From: Rex <rjones@cougaroil.com>
Sent: Thursday, March 05, 2015 4:12 PM
To: Tom Collins
Subject: Petroleum Products Bid
Attachments: SR School 2012 (1).pdf

Tom,

Southern Energy/Cougar Oil will be willing to match the prices on the Santa Rosa County Schools Petroleum Products bid number 12-02. The mark-up over OPIS average at the Pensacola Terminal on unleaded gasoline is \$0.009 with an additional mark-up of \$0.02 for orders less than 4000 gallons. The mark-up over OPIS average at the Pensacola Terminal on diesel is \$0.0015 with an additional freight of \$0.025 on orders less than 4000 gallons. Orders originating out of other terminals outside of Pensacola have a mark-up of \$0.029 on gasoline and \$0.022 on diesel. The payment terms on this bid are 10 days.

I have attached a copy of the bid.

Rex Jones
Southern Energy
Cougar Oil
850-433-8557 o
334-410-2346 c

Email scanned by Check Point

**MINIMUM SPECIFICATIONS
FUEL, OIL AND LUBRICANTS**

INTENT:

Santa Rosa County intends to contract with a qualified vendor for the purchase and delivery of unleaded gasoline, Un-dyed #2 Ultra Low Sulfur Diesel, bio-diesel, oils and lubricants. ~~Contract period shall be for 12 months with~~
~~extensions allowed for successive like periods of time by mutual consent.~~

PRICING:

Fuel Prices shall be based on the daily average price for each product for all companies at the Pensacola Terminal (regardless which terminal is actually used) as reported by the Oil Price Information Service (OPIS) plus a firm mark up or discount. The firm mark up or discount includes the vendor's profit, delivery cost and any other cost the vendor wishes to include. The firm mark up or discount shall not change during the term of the contract. The petroleum inspection fee, Florida and local option road use taxes, and all applicable taxes shall be listed and added at the time of invoicing. No other charges shall be added.

Fuel taxes shall be excluded from all calculations. All transportation and complete delivery charges shall be included in the price bid.

EVALUATION/AWARD:

Evaluation of fuel bids shall be based on the firm mark up or discount to the Pensacola OPIS daily average quoted in the bid section. Discounts to the OPIS daily price shall be considered as a negative add-on.

VENDOR QUALIFICATIONS:

The primary benefit to the County in contracting for the purchase of motor fuels is to be assured of delivery throughout the contract period at fair market price. Therefore, vendor qualification is paramount and the County reserves the right to require post bid documentation to the degree felt necessary in order to determine the ability of the bidder to meet all contractual demands. This includes, but is not limited to requiring that a "middleman" or Jobber submitting a proposal to furnish a letter of agreement from his supplier acknowledging with approval, the estimated volumes to be furnished during the contract period.

Vendors shall furnish a complete specification sheet for each type of fuel bid.

ESTIMATED QUANTITIES & DELIVERY METHODS:

Annual purchase quantities are not guaranteed, but are **ESTIMATED** from past usage. The County's following purchase quantities are approximated to better enable bidders to determine a competitive bid price for the period of contract.

MEMO

TO: Hunter Walker, County Administrator
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Additional Funding for paving and resurfacing residential roads
DATE: March 11, 2015

Per our recent discussion, I will have an agenda item for the Board to consider additional funding of \$500,000 from Road & Bridge Reserves for paving dirt roads and resurfacing existing paved roads that are in poor condition.

The formula previously approved by the Board to divide paving funds is as follows:

- *50% of funding divided equally per voting district
- *50% of funding based on percentage of road miles in each voting district

<u>Miles</u>	<u>Percentage</u>	<u>Equal Funding</u>	<u>% Funding</u>	<u>Total</u>
District 1	15%	\$50,000	\$37,500	\$87,500
District 2	21%	\$50,000	\$52,500	\$102,500
District 3	42%	\$50,000	\$105,000	\$155,000
District 4	14%	\$50,000	\$35,000	\$85,000
District 5	8%	\$50,000	\$20,000	\$70,000

Tana Tynes

From: Stephen Furman
Sent: Tuesday, March 17, 2015 12:45 PM
To: Avis Whitfield
Cc: Tana Tynes
Subject: Agenda Item, Inmate contract renewal

Avis, we will have an agenda item on the next BCC Committee Meeting for the discussion of the renewal of the Work Squad Contract with the Dept. of Corrections. The big change in this contract over past contracts is that the renewal period will be three years, with a three year renewal option; instead of the one year renewal in past contracts.

Please let me know if you have any questions.

Stephen

Stephen L. Furman P.E.
Assistant Public Works Director
Santa Rosa County
(850) 981-7121

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.

**CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

SANTA ROSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and Santa Rosa County, Board of County Commissioners ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, Santa Rosa County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on September 23, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or September 22, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional three (3) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide three (3) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for three (3) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Stephen Furman, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583
Telephone: (850) 626-0191
Fax: (850) 623-1331
Email: stephenf@santarosa.fl.gov

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Santa Rosa Correctional Institution
5850 East Milton Road
Milton, Florida 32583
Telephone: (850) 983-5901

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Stephen Furman, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583
Telephone: (850) 626-0191
Fax: (850) 623-1331
Email: stephenf@santarosa.fl.gov

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: SANTA ROSA COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: _____
NAME: **Kelley J. Scott**
TITLE: **Director, Office of Administration
Department of Corrections**
DATE: _____

SIGNED BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Addendum A

**Inmate Work Squad Detail of Costs for Santa Rosa County Board of County Commissioners
Interagency Contract Number WS986 Effective October 1, 2015**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

Officers Salary	# Officers: Multiplier	<u>3</u>	\$ 54,194.00	**	\$ 162,582.00
Salary Incentive Payment			\$ 1,128.00		\$ 3,384.00
Repair and Maintenance			\$ 121.00		\$ 363.00
State Personnel Assessment			\$ 354.00		\$ 1,062.00
Training/Criminal Justice Standards			\$ 200.00		\$ 600.00
Uniform Purchase			\$ 400.00		\$ 1,200.00
Uniform Maintenance			\$ 350.00		\$ 1,050.00
Training/Criminal Justice Standards *			\$ 2,225.00		

TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,972.00</u>		<u>\$ 170,241.00</u>
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*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads	Total Annual Cost
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II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

3	<u>\$ 2,250.00</u>
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TOTAL - To Be Billed By Contract To Agency	<u>\$ 2,250.00</u>
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III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: **ES** **O**
 ENCLOSED TRAILER REQUIRED: **ES** **O**

Addendum A
Inmate Work Squad Detail of Costs for Santa Rosa County Board of County Commissioners
Interagency Contract Number WS986 Effective October 1, 2015

	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:						
Hand Held Radio MACOM \$4969.00			\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Ra: MACOM \$5400.00	<input checked="" type="checkbox"/>	3	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency			\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL ANNUAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Annual Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$170,241.00
\$2,250.00
\$172,491.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

YEAR 1	\$172,491.00
YEAR 2	\$172,491.00
YEAR 3	\$172,491.00
TOTAL	\$517,473.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Santa Rosa County Board of County Commissioners
Interagency Contract Number WS986 Effective October 1, 2015

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Williamson
Vice Chairman: Commissioner Cole

March 23, 2015

Bid Actions:

- 1) Discussion of bids received for three pickups for the Inspections Department; Hub City Ford, Inc. is the low bidder meeting specifications with a bid of \$19,699 each.
- 2) Discussion of bids received for three pickups for the Health Department; Hub City Ford, Inc. is the low bidder meeting specifications with a bid of \$25,999 each.
- 3) Discussion of bids received for one sport utility vehicle for the Health Department; Hub City Ford, Inc. is the low bidder meeting specifications with a bid of \$26,599.

Budget:

- 4) **Budget Amendment 2015 – 121** in the amount of \$ **106,583** for pickup trucks for Engineering and Mosquito Control and a 15 passenger van for Co-Op Extension as approved at the March 12, 2015 BOCC Regular Meeting.
- 5) **Budget Amendment 2015 – 122** in the amount of \$ **11,450** to carry forward funds in the General Fund for the Emergency Management Accreditation Program (E-MAP) and will be reimbursed by the Florida Department of Emergency Management.
- 6) **Budget Amendment 2015 – 123** in the amount of \$ **23,899** to carry forward funds in the Landfill Fund for one (1) 4 wheel drive pickup truck as approved at the March 12, 2015 BOCC Regular Meeting.

County Expenditure/Check Register:

- 7) Discussion of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

- 1. PRODUCT/SERVICE:** 6000 GVWR PICKUP
- 2. RESPONSIBLE OFFICE:** BUILDING INSPECTIONS DEPARTMENT
- 3. DESCRIPTION OF SERVICE/PRODUCT:**
6 Cylinder Pickup Truck
- 4. SCOPE OF WORK:**
3
- 5. BIDDERS AND PRICES:**

A. Hub City Ford, Inc.	\$19,699
B. McKenzie Buick, GMC	\$20,837
C. Milton Chevrolet	\$21,088.21

PROCUREMENT RECOMMENDATION

- 1. PRODUCT/SERVICE:** 6000 GVWR PICKUP
- 2. RESPONSIBLE OFFICE:** HEALTH DEPARTMENT
- 3. DESCRIPTION OF SERVICE/PRODUCT:**
8 Cylinder Pickup Truck
- 4. SCOPE OF WORK:**
3
- 5. BIDDERS AND PRICES:**
 - A. Hub City Ford, Inc. \$25,999
 - B. Hub City Ford, Inc. \$26,999 (In Stock Additional Equipment)

PROCUREMENT RECOMMENDATION

1. PRODUCT/SERVICE: SOORT UTILITY VEHICLE

2. RESPONSIBLE OFFICE: HEALTH DEPARTMENT

3. DESCRIPTION OF SERVICE/PRODUCT:

Sport Utility Vehicle

4. SCOPE OF WORK:

1

5. BIDDERS AND PRICES:

A. Hub City Ford, Inc.	\$26,599	(Explorer)
B. McKenzie Buick, GMC	\$27,604	(GMC Sierra)
C. McKenzie Buick, GMC	\$28,124	(GMC Acadia)

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: March 9, 2015

FROM: **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>
Fund 302:	9302 – 5990017	Future Capital Outlay	(\$ 106,583)
	9302 – 59100001	To General Fund	\$ 106,583
Fund 001:	001 – 38100023	From Capital Fund	\$ 106,583
	0200 – 564001	Machinery & Equipment	\$ 28,499
	2420 – 564001	Machinery & Equipment	\$ 47,731
	0630 – 564001	Machinery & Equipment	\$ 30,353

State reason for this request:

Transfer of funds from the Capital Fund to the General Fund for trucks for Engineering and Mosquito Control and a 15 passenger van for the Co-Op Extension Department as approved at the March 12, 2015 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-121**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: March 23, 2015

Approved: _____ Hold: _____ Withdrawn: _____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this **26th** day Of **March, 2015**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

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: March 18, 2015

FROM: **Emergency Management**
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	\$ 11,450
To:	3400 – 534001	Other Contract Services	\$ 11,450

State reason for this request:

Carries forward funds for the Emergency Management Accreditation Program (E-Map). Santa Rosa County will be reimbursed by the Florida Department of Emergency Management.

Requested by Deb Grinde/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-122

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: March 23, 2015

Approved: _____ Hold: _____ Withdrawn: _____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this **26th** day of **March, 2015**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

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: March 9, 2015

FROM: **Landfill 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:	411 – 3990001	Cash Carried Forward	\$ 23,899
To:	2400 – 564001	Machinery & Equipment	\$ 23,899

State reason for this request:

To carry forward funds for one (1) 4 wheel drive pickup truck for Landfill as approved at the March 12, 2015 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-123**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: March 23, 2015

Approved: _____ Hold: _____ Withdrawn: _____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 26th day Of March, 2015.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.