

April 21, 2014

ECONOMIC DEVELOPMENT COMMITTEE

NO ITEMS

April 21, 2014

ADMINISTRATIVE COMMITTEE

1. Discussion of variance to sidewalk requirements contained in Article IV of the Land Development Code (LDC) in Parkwood Commons Phase I as requested by Thomas Homes Corporation.
2. Presentation/update on the NRDA artificial reef project which has been assigned to the Florida Fish and Wildlife Commission (FWC).
3. Discussion of renewal of the Leases for Office Space in Santa Rosa Kids House for Office of State Attorney and Guardian Ad Litem at current rates.
4. Discussion of acquisition of conservation easements on the following two (2) parcels adjacent to NAS Whiting Field in on-going base buffering program funded by Florida Defense Initiative Grant and US Navy REPI funds:
 - Beverly Craig Fontenot: 24 acre parcel with appraised value of \$92,000.
 - James Frank & Marguerite Paige Skinner: 12.29 acre parcel with appraised value of \$50,000.
5. Discussion of Amendment No. 5 to Agreement with U.S. Navy for encroachment in the vicinity of NAS Whiting Field.
6. Discussion of assumption of the former Sandy Bottoms lease for building on Navarre Beach by Deep South Investments, LLC.
7. Discussion of Amendment No. 3 to Florida Department of Environmental Protection Coastal Management Program Grant extending Bagdad Mill Site project through December 30, 2014.
8. Discussion of allocation of \$25,000 from District Three Recreation Funds for maintenance of Town of Jay recreation park.

9. Discussion of Triathlon event on Navarre Beach Saturday, September 13, 2014 with partial proceeds going to HOMES for HEROES.
10. Discussion of annual State Aid to Libraries Grant Agreement with Florida Division of Libraries and Information System and authorize execution of relevant documents.
11. Discussion of two (2) amendments to the Human Resources Policy as recommended by Human Resources Director.
12. Discussion of permitting Think Pink campaign to decorate Navarre Park pink, excluding two (2) large pavilions for the month of October and use of the entire park including pavilions on Saturday October 11, 2014 for associated event.
13. Discussion of submission of Florida Office of Greenways and Trails Certificate of Eligibility for grant to obtain easement for trail connecting NAS Whiting Field Military Heritage Trail on NAS Whiting Field to Blackwater River State Forest. **(Requires action Monday)**
14. Discussion of rescheduling MSBU rate hearing due to conflict with the August 26th primary election.
15. Public Hearing items scheduled for 9:30 a.m. Thursday, April 24, 2014:

April 15, 2014

RE: Variance Application, Parkwood Commons Phase 1, Santa Rosa County

Dear Property Owner:

An application has been filed with the Santa Rosa County Board of County Commissioners (BOCC) for a Variance for the properties located in Parkwood Commons Phase 1 subdivision.

The Variance request is to remove sidewalk requirements.

The property is located within one-quarter mile of an existing or planned school and Article 4.03.03.B.3.g.iii.b of the Land Development Code requires an acceptable pedestrian/bicycle route must be provided within any proposed development.

You are being notified because you own property within 150 feet of the subject property. The BOCC will discuss this issue in their committee meeting scheduled for **Monday, April 21, 2014 at 9:00 a.m.** A public meeting of the BOCC has been scheduled for **Thursday, April 24, 2014, at 9:30 a.m.** to consider this request. Both meetings will be located at the Santa Rosa County Administrative Complex Center in the Commissioners Board Room at 6495 Caroline Street, Milton, Florida.

You are invited to attend and present written and/or verbal comments. If you are unable to attend, you may provide written comments to our office for presentation to the Board. Comments regarding this item may be sent via fax at (850) 983-2161 or email to shirleyp@santarosa.fl.gov. Please reference the Variance ID number on any correspondence submitted. Also, any correspondence to be presented to the Board concerning this case will be accepted at this office until 1:00 p.m. on Wednesday, April 23, 2014. If you desire to attend, your correspondence will also be accepted at the meeting; however, we ask that you provide 12 copies of your letter (one for each of the Board members and staff).

Information concerning this item may be inspected Monday through Friday, 7:30 a.m. until 4:00 p.m. at our office located at 6051 Old Bagdad Highway, Milton, Florida. If you have any questions, please contact the Santa Rosa County Engineering Department at (850) 981-7100.

Sincerely,

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

**PARKWOOD COMMONS
2007S-017**

ENGINEERING

DEVELOPMENT PHASE	SUBMITTAL DATE	BOCC APPROVAL DATE
Preliminary Plat	9/11/2007	11/8/2007
Construction Plans	9/11/2007	11/8/2007
Final Plat	3/23/2010	6/10/2010*
Road Maintenance	3/24/2010	Not Accepted

BUILDING INSPECTION

CONTRACTOR	BLDG PERMIT ISSUED	ADDRESS	C.O. ISSUED	PUBLIC WORKS DRIVEWAY APPROVAL
D R Horton, Inc.	9/16/2010	5200 Parkside Drive	8/26/2011	8/26/2011
D R Horton, Inc.	9/16/2010	5201 Parkside Drive	12/17/2010	9/21/2010
D R Horton, Inc.	9/16/2010	5196 Parkside Drive	12/1/2010	11/19/2010
D R Horton, Inc.	9/21/2010	5197 Parkside Drive	12/1/2010	12/1/2010
D R Horton, Inc.	9/29/2010	5205 Parkside Drive	12/20/2010	12/1/2010
D R Horton, Inc.	9/29/2010	5188 Parkside Drive	11/15/2010	11/15/2010
Thomas Homes, Corp	10/24/2013	5193 Parkside Drive	Not Finaled	Not Finaled
Thomas Homes, Corp	10/24/2013	5192 Parkside Drive	Not Finaled	Not Finaled
Thomas Homes, Corp	10/27/2013	5208 Parkside Drive	Not Finaled	Not Finaled
Thomas Homes, Corp	11/1/2013	5204 Parkside Drive	Not Finaled	Not Finaled

*\$11,500.00 being held for uninstalled Development Order improvements (excludes sidewalks)
 Retention Pond Area \$7,000.00
 Interior Roadways \$3,700.00
 Engineers Certification \$800.00



PARKWOOD COMMONS



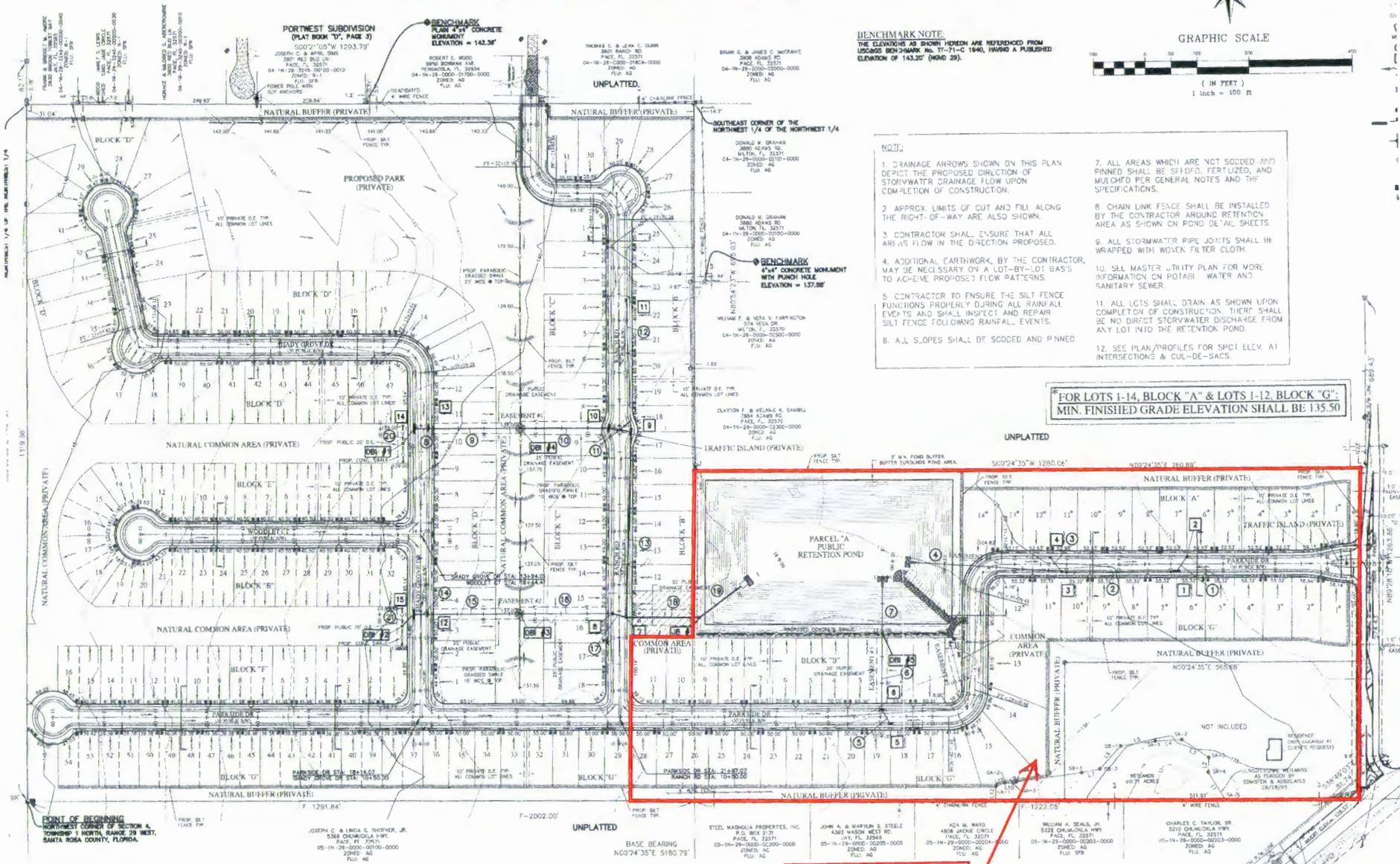
BENCHMARK NOTE:
THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM USCGS BENCHMARK No. 11-71-C 1940, HAVING A PUBLISHED ELEVATION OF 143.20' (MGS 29).

- NOTES:**
1. DRAINAGE ARROWS SHOWN ON THIS PLAN DEPICT THE PROPOSED DIRECTION OF STORMWATER DRAINAGE FLOW UPON COMPLETION OF CONSTRUCTION.
 2. APPROX. LIMITS OF CUT AND FILL ALONG THE RIGHT-OF-WAY ARE ALSO SHOWN.
 3. CONTRACTOR SHALL ENSURE THAT ALL AREAS FLOW IN THE DIRECTION PROPOSED.
 4. ADDITIONAL EARTHWORK, BY THE CONTRACTOR, MAY BE NECESSARY ON A LOT-BY-LOT BASIS TO ACHIEVE PROPOSED FLOW PATTERNS.
 5. CONTRACTOR TO ENSURE THE SILT FENCE FUNCTIONS PROPERLY DURING ALL RAINFALL EVENTS AND SHALL INSPECT AND REPAIR SILT FENCE FOLLOWING RAINFALL EVENTS.
 6. ALL SLOPES SHALL BE SODDED AND PINNED.
 7. ALL AREAS WHICH ARE NOT SODDED AND PINNED SHALL BE SPREAD, FERTILIZED, AND MULCHED PER GENERAL NOTES AND THE SPECIFICATIONS.
 8. CHAIN LINK FENCE SHALL BE INSTALLED BY THE CONTRACTOR AROUND RETENTION AREA AS SHOWN ON POND DETAILS SHEETS.
 9. ALL STORMWATER PIPE JOINTS SHALL BE WRAPPED WITH WOVEN FILTER CLOTH.
 10. SEE MASTER UTILITY PLAN FOR MORE INFORMATION ON POTENTIAL WATER AND SANITARY SEWER.
 11. ALL LOTS SHALL DRAIN AS SHOWN UPON COMPLETION OF CONSTRUCTION. THERE SHALL BE NO DIRECT STORMWATER DISCHARGE FROM ANY LOT INTO THE RETENTION POND.
 12. SEE PLAN/PROFILES FOR SPOT ELEV. AT INTERSECTIONS & CUL-DE-SACS.

FOR LOTS 1-14, BLOCK "A" & LOTS 1-12, BLOCK "G", MIN. FINISHED GRADE ELEVATION SHALL BE 135.50

**PARKWOOD COMMONS
PHASE I**

NOTE:
IT IS IMPERATIVE ALL STORM WATER FROM LOTS 1-17 & 40-54, BLOCK "G" AND LOTS 1-14 BLOCK "A" MUST BE DIRECTED TO PARKSIDE DRIVE TO ALLOW ALL STORM WATER FROM LOTS TO PARKSIDE DRIVE



POINT OF BEGINNING
NORTHWEST CORNER OF SECTION 4,
TOWNSHIP 1 NORTH, RANGE 29 WEST,
SANTA ROSA COUNTY, FLORIDA.

JOSEPH C. & LINDA G. HENDER, JR.
5388 ORLANDO A HWY.
PAGE, FL 32211
05-14-28-0000-00100-0000
ZONED: AG
FILED: AG

BASE BEARING
N00°24'35"E 5180.79'

STEEL MAGNOLIA PROPERTIES, INC.
P.O. BOX 2135
PAGE, FL 32211
05-14-28-0000-00200-0000
ZONED: AG
FILED: AG

JOHN A. & MARION S. STEELE
4300 WALTON WEST RD.
PAGE, FL 32211
05-14-28-0000-00300-0000
ZONED: AG
FILED: AG

ADA W. WARD
4808 SHARON CIRCLE
PAGE, FL 32211
05-14-28-0000-00400-0000
ZONED: AG
FILED: AG

WILLIAM A. SEALS, JR.
8122 ORLANDO HWY.
PAGE, FL 32211
05-14-28-0000-00500-0000
ZONED: AG
FILED: AG

CHARLES C. TAYLOR, SR.
8210 ORLANDO HWY.
PAGE, FL 32211
05-14-28-0000-00600-0000
ZONED: AG
FILED: AG

SEE PLAN/PROFILES FOR SPOT ELEV. AT INTERSECTIONS & CUL-DE-SACS.
TOP ELEV. = 135.08
P.P.C. ELEV. = 127.48'
P.P.C. ELEV. = 128.51'

Hunter Walker

From: Sheila Harris
Sent: Wednesday, April 16, 2014 1:09 PM
To: Hunter Walker
Cc: rsboston@bellsouth.net
Subject: Re: Add Santa Rosa County NRDA Phase III Artificial reef projects to CoCC agenda

Hunter,

Just wanted to make sure that you have a placeholder on Monday's agenda for Bob Boston to give the update on the approved NRDA reef projects as well as short and long term Reef development goals. Please let us know if you need any backup. The NRDA reef meeting is going well and Bob will be able to provide the Commission with a comprehensive update.

Sent from my iPhone

On Apr 1, 2014, at 8:51 AM, "rsboston" <rsboston@bellsouth.net> wrote:

Hunter,

Thx - agree with the assessment to wait until after the workshop, I am planning on attending at this time - invite by Mr. Dordrill. Which staff is working the land side items covered in SR-26 (Parking lot, wash down and walk over?) I would like to engage with them as I've worked the project from inception to this point.

V/R,

Bob

From: Hunter Walker <HunterW@santarosa.fl.gov>

To: 'rsboston' <rsboston@bellsouth.net>; Sheila Harris <sheilah@santarosa.fl.gov>

Cc: Roger Blaylock <RogerB@santarosa.fl.gov>; Mike Sandler <mjsandler@bellsouth.net>; Mark Griffith <mark.griffith.home@gmail.com>; "merry1@santarosa.fl.gov" <merry1@santarosa.fl.gov>; Dean Crouch <dean.crouch@mchsi.com>; Jay Kania <jaymkania@gmail.com>; Commissioner Lynchard <commlynchard@santarosa.fl.gov>; Commissioner Jim Melvin <CommMelvin@santarosa.fl.gov>; "laurie@navarrelistings.com" <laurie@navarrelistings.com>; Chris Verlinde <ChristinaV@santarosa.fl.gov>

Sent: Tuesday, April 1, 2014 8:27 AM

Subject: RE: Add Santa Rosa County NRDA Phase III Artificial reef projects to CoCC agenda

Bob,

FWC and FDEP are hosting a workshop in Walton County on Wednesday April 16, 2014 to discuss the NRDA artificial reefing which will be a key to fleshing out the timelines, funding, and deployment and more than likely the monitoring as outlined in your narrative below. Also; staff is working with NRDA Coordinator and others on the status of the third Gulfside pavilion and whether or not it will, or can include kayak/scuba wash-down area. I recommend briefing the Board at the April 21, 2014 Committee-of-the-Whole meeting, given that more specific information will be available. We certainly need to take global view of the restrictions around the reef and the beach in general. I believe the 21st Committee meeting will be the most productive briefing for Board and direction can be given. Hunter

From: rsboston [<mailto:rsboston@bellsouth.net>]

Sent: Friday, March 21, 2014 11:41 AM

To: Hunter Walker; Sheila Harris

Cc: Roger Blaylock; Mike Sandler; Mark Griffith; merry1@santarosa.fl.gov; Dean Crouch; Jay Kania;

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LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on April 15, 2014 by and between **Santa Rosa Kid's House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Office of State Attorney, First Judicial Circuit** (hereinafter referred to as the "Tenant").

In consideration of the covenants, representations and warranties set forth below, the parties agree as follows:

1. **THE PREMISES.** Landlord hereby agrees to lease to Tenant the following described premises:

1179 square feet, located at 5643 Stewart Street, Milton, Florida, to house members of the Office of State Attorney, First Judicial Circuit assigned to work child abuse cases and for no other purpose without the prior written consent of Landlord.

2. **TERM.** The term of this lease shall commence on March 1, 2014 and terminate on February 28, 2015.

3. **RENT.** Tenant shall pay Landlord annual rent in the amount Eleven Dollars and eighty five cents (\$11.85) per square foot of rentable space. Rentable space shall consist of the agency office plus a prorated share of common area. Additionally, Tenant shall pay Landlord a monthly fee of Twenty Five Dollars (\$25.00) per telephone used by Tenant. Annual rent of thirteen thousand nine hundred seventy-two dollars and fifty cents (\$13,972.50) shall be divided by twelve (12) and shall be paid on the first day of each month during the term of this lease, with said payments to be made by personal delivery or by mailing by United States mail to the Landlord's office, postmarked no later than the first day of each month during the term of the lease. The Tenant shall be responsible for all sales or other use tax purposes by any governmental authority, if any.

4. **PARKING.** It is agreed that Tenant employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof on any parcel adjacent to the building.

5. **USE.** Tenant shall use the premises as an office through which services will be delivered in association with child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without prior written consent of the Landlord. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the premises.

Personnel assigned to the office will have unlimited access (24 hours per day) to the building.

6. **COMPLIANCE.** Tenant agrees to observe all laws and governmental regulations applicable to its use of the premises.

7. **ALTERATIONS.** Tenant agrees that except for the Tenant improvements contemplated herein, they will make no alterations to the premises without the prior written consent of the Landlord.

8. **FACILITY MANAGEMENT PLAN.** Tenant agrees to adhere to policies and procedures as outlined Facility Management Plan. A copy of same is attached hereto.

9. **HAZARDS.** Tenant shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by Landlord insurance policies. Tenant shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow said premises be used for any improper, immoral, unlawful or unsafe purpose, including, but not limited to, the storage of any flammable material, nor shall Tenant use any apparatus, machinery or devise in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be a detriment to said building. Tenant further agrees that except for the tenant improvements contemplated herein, Tenant will not install or construct within the premises or building electrical wires, water or drain pipes, machinery to other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior consent of Landlord.

10. **CARE OF THE PREMISES.** Tenant agrees to take good care of the premises.

11. **LIABILITY.** Tenant agrees that Landlord shall not be liable for any damages or injury to persons or property out of the use of the premises by Tenant employees, invitees or visitors except that occasioned by the negligence or act of Landlord employees, servants, contractors, or subcontractors. Tenant will indemnify and hold Landlord harmless from any and all claims and/or loss on account of any such damage or injury; but Tenant shall not be liable for any damage or injury occasioned by any failure of Landlord to comply with their obligation hereunder or by reason of the negligence of Landlord employees, servants, contractors or subcontractors.

12. **RIGHT TO INSPECT.** Tenant agrees to permit Landlord and its authorized representatives to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which Landlord is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations of any public authority.

13. **REPAIRS AND MAINTENANCE.** Landlord agrees that it shall at its cost and expense, maintain the parking area described in paragraph 4, the parcel in which the premises is located, the building in which the premises are located, and the premises, and every part thereof, in good, first class condition, except that Tenant shall make any repairs or replacement necessitated by damage caused by Tenant or its employees, agents, invitees or visitors. Provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its sole option, make such repairs or replacements after at least ten (10) days prior written notice to Tenant and Tenant shall repay the cost thereof to Landlord on demand.

14. **UTILITIES.** Landlord agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal service, and sewage disposal service. In the event of any interruption or malfunction for any reason of any utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligations hereunder, or grant Tenant the right of setoff or recoupment of rent, or be considered to be a breach by Landlord of any damage. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the Landlord cease to function properly, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom for the length of time reasonable required for the repair thereof.

15. **DESTRUCTION OF PROPERTY.** If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for the conduct of Tenant business or so as not to injure Tenant business, then Landlord shall promptly and through the exercise of reasonable diligence repair and restore such damage, at Landlord expense, to the condition in which they existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

16. **ASSIGNMENT AND SUBLETTING.** Tenant may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing Landlord by Tenant. If Landlord is required hereunder to repair or reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

17. **DEFAULT.** Should Tenant at any time be in default on the payment of rent or other monetary obligation, and if said default continues for a period of ten (10) days after written notice from Landlord, or should Tenant be in default in the performance of other of its obligations herein and should such default continue for thirty

(30) days after written notice thereof from Landlord specifying the particulars of such default; or should Tenant vacate and abandon the premises, then and in any such events, the Landlord besides other rights or remedies it may have, shall, at its option, have the immediate right of reentry and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises. Such property may be removed and stored at a public warehouse or elsewhere at the cost of, and for the account of Tenant.

Should the Landlord select to remove the renter, this lease shall be deemed terminated, provided however, the Landlord shall be entitled to damages against Tenant for the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent the Landlord receives during such period from any subsequent tenant of the premises. The Landlord shall in such event have no obligations to relet the premises. Should the Landlord at any time terminate this lease under the Landlord's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the premises.

18. **REDELIVERY OF PREMISES.** Tenant agrees to redeliver to the Landlord the physical possession of the premises at the end of the term hereof, or any extension thereof in good condition, excepting reasonable wear and tear, and damage of fire or from any other cause not attributable to the willful or negligent act of Tenant, or its employees, agents, invitees or visitors.

19. **HOLDING OVER.** Any holding over after expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 110% the rental and other charges stated herein for the primary term of this lease.

20. **RECORDABLE ACCEPTANCE.** Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease.

21. **RADON GAS NOTIFICATION.** Pursuant to Florida Statutes §404.056(8) you are hereby given the following notice:

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

22. **WAIVER.** The waiver by either party of a breach of any provision of this lease agreement, or the terms incorporated herein, shall not operate or be construed as a waiver of any subsequent breach thereof.

23. **CAPTIONS.** The captions and title appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this Lease Agreement nor in any way affect this Lease Agreement.

24. **GENDER.** For purposes of this Lease Agreement, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person" or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

25. **NOTICE.** All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (register or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: **Santa Rosa County Administrator**
 On behalf of Office of State Attorney
 6495 Caroline Street, Suite D
 Milton, FL 32572

If to Landlord: **Coordinator**
 Santa Rosa Kids House, Inc.
 5643 Stewart St.
 Milton, FL 32570

26. **BINDING EFFECT.** This Lease Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

27. **SURVIVAL.** All recitals, representations, warranties and lease agreements of the parties continued herein or in any of the Exhibits, Schedules, lease agreements or documents referred to herein which are not in conflict with the terms of this Lease Agreement, are true, shall survive the termination or expiration of this Lease Agreement or any other lease agreement referred to herein and be enforceable as to the parties here.

28. **ATTORNEY'S FEES.** In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The Landlord acknowledges and understands that the Tenant is a State Agency. Since the Tenant's funding is solely dependent upon the appropriation process of the Florida Legislature, Landlord and Tenant acknowledge that if for any reason beyond the Tenant's control, the portion of the Tenant's funding allocated for rent is terminated, cut,

removed, reduced significantly, or otherwise withheld or not made available to the Tenant, the Tenant shall have the right to terminate this Lease Agreement on at least thirty (30) days written notice to the Landlord or the Landlord's agent.

29. **MISCELLANEOUS PROVISIONS.** This Lease Agreement contains the entire lease agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in the Lease Agreement shall control all printed provisions in conflict therewith. This Lease Agreement may be executed in counterparts each of which shall be deemed the original and all of which together constitute but one and the same instrument.

LANDLORD
SANTA ROSA KID'S HOUSE, INC.

Date of signing: 4/15/14

Wendell Hall
Wendell Hall, Chairman of Board
Santa Rosa Kids' House Board of Directors

WITNESS:

Andrea L. Skinner
Tamie M. Peterson

TENANT
SANTA ROSA COUNTY, FLORIDA

Date of signing: _____

By: _____
As: _____

WITNESS:

LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on April ~~14~~, 2014 by and between **Santa Rosa Kid's House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Guardian Ad Litem**, (hereinafter referred to as the "Tenant").

In consideration of the covenants, representations and warranties set forth below, the parties agree as follows:

1. **THE PREMISES.** Landlord hereby agrees to lease to Tenant the following described premises:

1783 square feet, located at 5643 Stewart Street, Milton, Florida, to house members of the Guardian Ad Litem Program, assigned to work child abuse cases and for no other purpose without the prior written consent of Landlord.

2. **TERM.** The term of this lease shall commence on March 1, 2014 and terminate on February 28, 2015.

3. **RENT.** Tenant shall pay Landlord annual rent in the amount Eleven Dollars and eighty five cents (\$11.85) per square foot of rentable space. Rentable space shall consist of the agency office plus a prorated share of common area. Additionally, Tenant shall pay Landlord a monthly fee of Twenty Five Dollars (\$25.00) per telephone used by Tenant. Annual rent of thirteen thousand nine hundred seventy-two dollars and fifty cents (\$21,125.63) shall be divided by twelve (12) and shall be paid on the first day of each month during the term of this lease, with said payments to be made by personal delivery or by mailing by United States mail to the Landlord's office, postmarked no later than the first day of each month during the term of the lease. The Tenant shall be responsible for all sales or other use tax purposes by any governmental authority, if any.

4. **PARKING.** It is agreed that Tenant employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof on any parcel adjacent to the building.

5. **USE.** Tenant shall use the premises as an office through which services will be delivered in association with child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without prior written consent of the Landlord. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the premises.

Personnel assigned to the office will have unlimited access (24 hours per day) to the building.

6. **COMPLIANCE.** Tenant agrees to observe all laws and governmental regulations applicable to its use of the premises.

7. **ALTERATIONS.** Tenant agrees that except for the Tenant improvements contemplated herein, they will make no alterations to the premises without the prior written consent of the Landlord.

8. **FACILITY MANAGEMENT PLAN.** Tenant agrees to adhere to policies and procedures as outlined Facility Management Plan. A copy of same is attached hereto.

9. **HAZARDS.** Tenant shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by Landlord insurance policies. Tenant shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow said premises be used for any improper, immoral, unlawful or unsafe purpose, including, but not limited to, the storage of any flammable material, nor shall Tenant use any apparatus, machinery or devise in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be a detriment to said building. Tenant further agrees that except for the tenant improvements contemplated herein, Tenant will not install or construct within the premises or building electrical wires, water or drain pipes, machinery to other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior consent of Landlord.

10. **CARE OF THE PREMISES.** Tenant agrees to take good care of the premises.

11. **LIABILITY.** Tenant agrees that Landlord shall not be liable for any damages or injury to persons or property out of the use of the premises by Tenant employees, invitees or visitors except that occasioned by the negligence or act of Landlord employees, servants, contractors, or subcontractors. Tenant will indemnify and hold Landlord harmless from any and all claims and/or loss on account of any such damage or injury; but Tenant shall not be liable for any damage or injury occasioned by any failure of Landlord to comply with their obligation hereunder or by reason of the negligence of Landlord employees, servants, contractors or subcontractors.

12. **RIGHT TO INSPECT.** Tenant agrees to permit Landlord and its authorized representatives to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which Landlord is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations of any public authority.

13. **REPAIRS AND MAINTENANCE.** Landlord agrees that it shall at its cost and expense, maintain the parking area described in paragraph 4, the parcel in which the premises is located, the building in which the premises are located, and the premises, and every part thereof, in good, first class condition, except that Tenant shall make any repairs or replacement necessitated by damage caused by Tenant or its employees, agents, invitees or visitors. Provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its sole option, make such repairs or replacements after at least ten (10) days prior written notice to Tenant and Tenant shall repay the cost thereof to Landlord on demand.

14. **UTILITIES.** Landlord agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal service, and sewage disposal service. In the event of any interruption or malfunction for any reason of any utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligations hereunder, or grant Tenant the right of setoff or recoupment of rent, or be considered to be a breach by Landlord of any damage. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the Landlord cease to function properly, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom for the length of time reasonable required for the repair thereof.

15. **DESTRUCTION OF PROPERTY.** If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for the conduct of Tenant business or so as not to injure Tenant business, then Landlord shall promptly and through the exercise of reasonable diligence repair and restore such damage, at Landlord expense, to the condition in which they existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

16. **ASSIGNMENT AND SUBLETTING.** Tenant may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing Landlord by Tenant. If Landlord is required hereunder to repair or reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

17. **DEFAULT.** Should Tenant at any time be in default on the payment of rent or other monetary obligation, and if said default continues for a period of ten (10) days after written notice from Landlord, or should Tenant be in default in the performance of other of its obligations herein and should such default continue for thirty (30) days after written notice thereof from Landlord specifying the particulars of such default; or should Tenant vacate and abandon the premises, then and in any such events,

the Landlord besides other rights or remedies it may have, shall, at its option, have the immediate right of reentry and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises. Such property may be removed and stored at a public warehouse or elsewhere at the cost of, and for the account of Tenant.

Should the Landlord select to remove the renter, this lease shall be deemed terminated, provided however, the Landlord shall be entitled to damages against Tenant for the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent the Landlord receives during such period from any subsequent tenant of the premises. The Landlord shall in such event have no obligations to relet the premises. Should the Landlord at any time terminate this lease under the Landlord's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the premises.

18. **REDELIVERY OF PREMISES.** Tenant agrees to redeliver to the Landlord the physical possession of the premises at the end of the term hereof, or any extension thereof in good condition, excepting reasonable wear and tear, and damage of fire or from any other cause not attributable to the willful or negligent act of Tenant, or its employees, agents, invitees or visitors.

19. **HOLDING OVER.** Any holding over after expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 110% the rental and other charges stated herein for the primary term of this lease.

20. **RECORDABLE ACCEPTANCE.** Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease.

21. **RADON GAS NOTIFICATION.** Pursuant to Florida Statutes §404.056(8) you are hereby given the following notice:

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

22. **WAIVER.** The waiver by either party of a breach of any provision of this lease agreement, or the terms incorporated herein, shall not operate or be construed as a waiver of any subsequent breach thereof.

23. **CAPTIONS.** The captions and title appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this Lease Agreement nor in any way affect this Lease Agreement.

24. **GENDER.** For purposes of this Lease Agreement, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person" or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

25. **NOTICE.** All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (register or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: **Santa Rosa County Administrator**
On behalf of Guardian Ad Litem
6495 Caroline Street, Suite D
Milton, FL 32572

If to Landlord: **Coordinator**
Santa Rosa Kids House, Inc.
5643 Stewart St.
Milton, FL 32570

26. **BINDING EFFECT.** This Lease Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

27. **SURVIVAL.** All recitals, representations, warranties and lease agreements of the parties continued herein or in any of the Exhibits, Schedules, lease agreements or documents referred to herein which are not in conflict with the terms of this Lease Agreement, are true, shall survive the termination or expiration of this Lease Agreement or any other lease agreement referred to herein and be enforceable as to the parties here.

28. **ATTORNEY'S FEES.** In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The Landlord acknowledges and understands that the Tenant is a State Agency. Since the Tenant's funding is solely dependent upon the appropriation process of the Florida Legislature, Landlord and Tenant acknowledge that if for any reason beyond the Tenant's control, the portion of the Tenant's funding allocated for rent is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the Tenant, the Tenant shall have the right to terminate this Lease Agreement on at least thirty (30) days written notice to the Landlord or the Landlord's agent.

29. **MISCELLANEOUS PROVISIONS.** This Lease Agreement contains the entire lease agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in the Lease Agreement shall control all printed provisions in conflict therewith. This Lease Agreement may be executed in counterparts each of which shall be deemed the original and all of which together constitute but one and the same instrument.

LANDLORD
SANTA ROSA KID'S HOUSE, INC.

Date of signing: 4/14/14

Wendell Hall
Wendell Hall, Chairman of Board
Santa Rosa Kids' House Board of Directors

WITNESS:

Shirley L. Skinner
Tamie M. Peterson

TENANT
SANTA ROSA COUNTY, FLORIDA

Date of signing: _____

By: _____
As: _____

ATTEST:



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

CC: HUNTER WALKER

FROM: ANGIE JONES 

DATE: April 14, 2014

**RE: ACQUISITION OF PROPERTY INTERESTS ON PARCELS BUFFERING
WHITING FIELD**

Together with the Navy, we have continued to work with several property owners regarding acquisition of easements over properties near Whiting Field. I submit the following projects for your consideration:

1. Beverly Craig Fontenot is agreeable to selling a restrictive easement (24 acres, parcel id no. 13-2N-28-0000-00200-0000, map attached). The appraised value of the easement is \$92,000.00. The county's Defense Infrastructure Grant will pay for 25% of the purchase price and the Navy's REPI finds will pay the balance.
2. James Frank Skinner and Marguerite Paige Skinner, are agreeable to selling a restrictive easement (12.29 acres, parcel id no. 03-2N-28-0000-00400-0000, map attached). The appraised value of the easement is \$50,000.00. The county's Defense Infrastructure Grant will pay for 25% of the purchase price and the Navy's REPI finds will pay the balance.

AERIAL MAP INCLUDING THE SUBJECT PROPERTY



Fontenot

CONTRACT FOR SALE OF RESTRICTIVE EASEMENT

Beverly Craig Fontenot, a married woman as to her non-homestead property, "Seller", and Santa Rosa County, "Buyer", hereby agree that the Sellers shall sell and Buyer shall accept a restrictive easement on the following property ("Property") upon the following terms and conditions which include the Standards for Real Estate Transactions attached hereto ("Standards").

I. DESCRIPTION:

(a) Legal description of Property located in Santa Rosa County, Florida:

Parcel ID #13-2N-28-0000-00200-0000

See Exhibit A attached hereto

II. PURCHASE PRICE: \$92,000.00

Buyer shall pay the full purchase price at time of closing.

III. TIME FOR ACCEPTANCE: EFFECTIVE DATE:

If this offer is not executed by all parties on or before the 30th day of April, 2014, this contract shall be withdrawn and null and void. The date of Contract ("Effective Date") shall be the date when the last one of Sellers and County has signed this offer.

IV. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered by the 31st day of October, 2014, unless extended by other provisions of the contract.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith.

VI. OTHER CONDITIONS:

1. Closing and recording costs will be paid by Buyer.
2. Buyer is purchasing a restrictive easement as developed by the U.S. Navy, attached as Exhibit B.

3. Approval by the US Navy of the purchase, including concurrence with appraisal, survey and other relevant documents, together with allocation of funding to the County by the Navy for the purchase price.

Executed by BUYER/COUNTY on the ___ day of _____, 2014.

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

By: Chairman

Executed by SELLERS on the ___ day of _____, 2014.

BEVERLY CRAIG FONTENOT

WITNESSES:

Name: _____

Name: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the easement to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's interest in the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Sellers at or before closing. Buyer shall have thirty (30) days, if abstract, or seven (7) days, if title commitments, from date of receiving evidence of title to examine same. If title is found defective, Buyer shall within five (5) days thereafter, notify Sellers in writing specifying defect(s). If said defect(s) render title uninsurable, Sellers will have 120 days from receipt of notice within which to remove said defect(s), and if Sellers are unsuccessful in removing them within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all moneys paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Sellers shall be released, as to one another, of all further obligations under this Contract. However, Sellers agree that Sellers will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefor, including the bringing of necessary suits. If a title policy is being furnished, Buyer has the right to require the Sellers to deliver an owner's marketability policy provided Buyer pays any additional charges and makes request therefor within seven (7) days after Effective Date.

B. SURVEY: Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements lands of others, or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall be treated as a title defect. The survey shall determine the exact number acres contained in the parcel.

C. LIENS: Sellers shall, both as to the Property and the Personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Sellers and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved, or repaired within said time, Sellers shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

D. PLACE OF CLOSING: Closing shall be held in county wherein Property is located, at the Office of the attorney or other closing agent designated by Buyers.

E. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

F. DOCUMENTS FOR CLOSING: Buyer shall furnish the restrictive easement and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish closing statement.

G. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance and cost of recording any corrective instruments shall be paid by Seller. The cost of recording the restrictive easement shall be paid by Buyer.

H. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer, provided, however that if the improvement has been substantially completed as of Effective Date, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement.

I. PROCEEDS OF SALE; CLOSING PROCEDURE: The restrictive easement shall be recorded upon clearance of funds and evidence of title continued at Buyers expense to show title of restrictive easement in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the proceeds of the sale shall be held in escrow by Sellers' attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said five (5) day period, notify Seller in writing of the defect and Seller shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event Sellers fail to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within five (5) days thereafter, be returned by Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to the Seller by special warranty deed and return the Personalty. In the event Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in the deed. The escrow and closing procedure required by this Standard may be waived in the event the attorney, title agent or closing agent insures against adverse matters pursuant to Section 627.7841, Florida Statutes (1983), as amended.

J. ESCROW: Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with terms and conditions of the Contract. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to escrow agent's duties or liabilities under the provisions of the Contract, the escrow agent may in agent's sole discretion, continue to hold the subject matter of this escrow until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or escrow agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. If a licensed real estate broker, the escrow agent will comply with provisions of Chapter 475, Florida Statutes (1983), as amended. In the event of any suit between Buyer and Seller wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All

parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

K. ATTORNEY FEES; COSTS: In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

L. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice thereof shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to said party.

M. CONVEYANCE: Seller shall convey title to the restrictive easement via easement document acceptable to Buyer.

N. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party of parties to be bound thereby.

N/2 OF SW/4 OF NE/4 & N/2 OF S/2 OF SW/4 OF NE/4 OF SECTION
13, TOWNSHIP 2 NORTH, RANGE 28 WEST, AS DES IN OR 464 PG 820 &
OR 588 PG 548 & OR 1735 PG 96, LESS S 222' OF E 280 YDS OF N/2 OF
SW/4 OF NE/4, LESS N 105' OF E 840' OF N/2 OF S/2 OF SW/4 OF NE/4,
LESS THAT PORTION IN OR 1328 PG 683

EXHIBIT A

Prepared by & Return to:
Naval Facilities Engineering Command Southeast
Naval Air Station Jacksonville
Director, Real Estate Services
Box 30 Bldg. 903
Jacksonville, FL 32212-0030

RESTRICTIVE EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2014, by _____, husband and wife, having an address at _____, hereinafter referred to as the "**Grantor**," to the **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, having an address at 6495 Caroline Street, Suite C, Milton, Florida 32570, hereinafter "**Grantee**."

WITNESSETH:

WHEREAS, Grantor is the sole owner of the fee interest in certain real property in Santa Rosa County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is in the vicinity of Naval Air Station Whiting Field, Florida (the "Installation") which is operated and used by the United States of America (hereinafter "the Federal Government") for military purposes; and

WHEREAS, Grantee and the Federal Government have entered into an agreement pursuant to the 10 U.S.C. § 2684a to work together to limit development that is incompatible with the mission of the Installation by acquiring certain real property interests located in the vicinity of the Installation; and

WHEREAS, Grantee has requested a restrictive easement from Grantor in order to limit development or use of the Property that would otherwise be incompatible with the mission of the Installation; and

WHEREAS, Grantee and Grantor intend for the Grantee to assign this Restrictive Easement to the United States of America, provided that such assignment will not enlarge the rights of the United States of America in the Property beyond the terms of this easement or impose any additional limitations on Grantor; and

WHEREAS, Grantee, acting through its governing body, the Santa Rosa County Council, finds that acquisition of this Restrictive Easement on the Property is in the best interests of Santa Rosa County, and the public in general inasmuch as same furthers the governmental interest of fostering the general health and welfare of the citizens of and visitors to Santa Rosa County, Florida.

NOW THEREFORE, in consideration of _____ Dollars (\$____.00), the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a restrictive easement (the "Easement") in perpetuity over the Property described in Exhibit "A," of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation.

2. Definitions. Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

a. "Grantor" shall be defined as the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, or subsequent owners.

b. "Grantee" shall be defined as the United States of America, acting by and through the Department of the Navy, designated as holder of this Easement, or upon any transfer of ownership of this Easement, then subsequently as its successors and assigns.

c. "Aircraft" shall be defined as any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:

a. To prohibit any development or use of the Property that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, and to require the removal of such non-complying development or uses of the Property pursuant to Section 7 below.

b. To enter upon and over the Property in a reasonable manner and at reasonable times in order to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

c. To grant or assign this Easement on the Property to any federal agency or department of the United States of America without prior written approval from Grantor, provided

that such grant or assignment will not enlarge the rights of Grantee in the Property or impose any additional limitations on Grantor.

4. Restricted Uses and Development Rights. Any activity or use of the Property inconsistent with the Purpose of this Easement is prohibited. The following activities and uses on the Property are expressly prohibited or restricted:

a. Activities. All activities, development, or use of the Property that would encumber, impede, limit or otherwise be incompatible with the mission of the Installation.

b. Human Habitation. Except for the rights reserved in Section 5 below, the Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, and tents.

c. Setbacks. No structure, with the exception of fencing, may be located within 50 feet of the property line abutting the Installation.

d. Height Restrictions. The erection, construction, installation, alteration or growing, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 50 feet above ground level (AGL) is prohibited. Upon prior notice to Grantor, Grantee, at Grantee's expense, reserves the right to enter upon the Property to cut down, top or trim and remove all trees, plants, vines, and vegetative growth not in conformance with the Height Restrictions of this Easement. At Grantor's cost and expense, and free from any consequential damages, Grantee may enter upon the Property to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, not in conformance with the Height Restrictions of this Easement which shall be erected, constructed or installed on the Property from and after the date of this Easement.

e. Lighting. All lighting equipment installed or maintained on the Property, including streetlights, floodlights and searchlights, shall be positioned so that no light is emitted above the horizontal plane.

f. Other Operational & Training Hazards. No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, ponds, (except as otherwise allowed hereunder), and mature crops left un-harvested, that may be dangerous for aircraft operating from the Installation. Commercial poultry enterprises are specifically prohibited.

g. Construction. New construction of any structure or edifice, and any other additions to, or alterations of the Property are prohibited except as provided in Section 6 below.

h. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited. A lease of a portion of the Property for an authorized use under this Easement shall not be prohibited or considered a division, subdivision, or de factor subdivision of the Property.

i. Motorized Vehicles. The use of motorized vehicles by Grantor is prohibited, except for in support of the authorized uses of this Section and Section 5 below, for motorized emergency vehicles as needed, and for private non-commercial recreational use of all terrain vehicles.

j. Burning. Controlled burns for agricultural purposes, habitat improvement, and mitigation of fire hazards must be approved in writing by the Grantee prior to commencing said activities. The burning of reasonable amounts of yard debris is permitted without prior Grantee notification or approval.

5. Grantor's Reserved Rights. Subject to the restrictions of Section 4 and the Notification requirements of Section 6, Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Property and accruing from law that are not expressly prohibited herein, provided such rights are compatible with the Purpose. In addition to these general reserved rights or interests, the following rights are expressly reserved to the Grantor, and to its personal representatives, heirs, successors and assigns, and deemed compatible with the Purpose and are expressly permitted hereunder:

a. Residential dwelling. One single-family, residential dwelling of no more than 4,000 heated square feet may be constructed on the Property at a location of Grantor's choice. A two-car garage may also be constructed. No other residential dwellings may be constructed on the Property.

b. Controlling predatory and problem animals. Controlled hunting and fishing may be permitted for the purpose of wildlife management. Exercise of this right must be made in coordination with the Grantee.

c. Fencing. Construction of fencing reasonably necessary for the permitted uses hereunder is compatible with this Easement.

d. Establishing retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. Grantor, in consultation with and with prior approval of the Grantee, will be permitted to create such storm water impoundments on the Property, provided they are not enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or operational hazard to the Installation, the Grantor, upon the request of the Grantee, shall modify the improvements to the extent required to ameliorate the training or operational hazard created. Such modification work shall be at the sole cost of the Grantor.

e. Agriculture and Farming. "Agriculture and farming" means all methods designed to produce and manage crops, and the farming activities of feeding and housing reasonable numbers of farm animals, such as cattle, goats, and horses, including, without limitation, the construction of new (and maintenance and restoration of existing) structures for the housing of farm animals or storage of farm equipment and not inconsistent with the other restrictions contained within this Easement (i.e. setbacks, height limits, lighting, etc.) or

the Purpose of this Easement. Notwithstanding the right to construct such buildings, Grantor is subject to the notice of construction provisions set forth herein.

f. Passive Recreational Use. "Passive, recreational use" means all non-public recreational activities (such as but not limited to hiking, horseback riding, bird watching, fishing, hunting and camping limited to the personal use by Grantors, Grantors' family, guests and invitees), that require no surface alteration or other development of the land, and are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

g. Silviculture and Use of Natural Resources. "Silviculture and Use of Natural Resources" means all silvicultural and other exploitation of the Property's natural resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), mechanical and chemical site preparation, reforestation, and all other activities associated therewith provided such uses are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

h. Hunting. To the extent allowed by law, non-commercial hunting by Grantor, his family, and invitees on the Property is permitted.

i. Undeveloped land. Undeveloped or raw land, which is defined as land on which no improvements have been made; land in its natural state before grading, construction, subdivision, or the installation of utilities, is compatible.

6. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, Grantor will notify the Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Agreement. Furthermore, should Grantor undertake to make any improvements to control stormwater runoff pursuant to Section 5.d. above, the provisions of this Section shall apply.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the purpose of this Easement and the restrictions on the use of the Property included herein.

7. Enforcement and Remedies. In the event of breach by Grantor of any terms, conditions, or obligations created by this Easement, the Grantor shall be afforded ninety (90) days from the

receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame or extension of time if granted by the Grantee, the Grantee may:

- a. Take necessary actions to correct the non-compliance and upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance; and/or
- b. Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. Institute suit to enjoin any breach or enforce any term by injunction.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

9. Noise and Other Effects of Air Operations. Grantor does hereby fully waive, remise, and release any right or cause of action which Grantor or its respective successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft from the Installation. Grantor specifically does not waive but retain all rights to causes of action, claims and rights to damages for any aircraft accident affecting the Property or persons thereon, including physical damages such as window breakage, contamination from fuel dumping, damage from falling aircraft components etc. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate.

10. Subsequent Transfers. Grantor agrees to reference and incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least thirty (30) days prior to the date of transfer.

11. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor:

To Grantee: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570
Attn: Chairman, Board of County Commissioners

To United States of America: Department of the Navy
Naval Facilities Engineering Command Southeast
Attn: Real Estate Business Line
P.O. Box 30, Building 903 (OPG4)
Jacksonville, FL 32212-0030

Copy to: Commanding Officer
Naval Air Station Whiting Field
Milton, FL _____

or to such other address as either party may designate by written notice to the other.

TO HAVE AND TO HOLD the aforesaid easement in, over, and upon the described Property of Grantor, with all the rights, privileges and appurtenances thereto belonging or in any wise appertaining, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

WITNESSES

GRANTOR

(Print Name)

(Print Name)

STATE OF FLORIDA)
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by _____ who are personally known to me or who has
produced _____ as
identification.

Notary Public
My Commission expires: _____

Exhibit "A"
Property Description

AERIAL MAP INCLUDING THE SUBJECT PROPERTY



CONTRACT FOR SALE OF PROPERTY

JAMES FRANK SKINNER and MARGUERITE PAIGE SKINNER, Husband and Wife, "Sellers", and SANTA ROSA COUNTY, a political subdivision of the State of Florida, "Buyer/County", hereby agree that the Sellers shall sell and County shall accept the following property ("Property") upon the following terms and conditions which include the Standards for Real Estate Transactions attached hereto ("Standards").

I. DESCRIPTION:

The Property shall consist of a restrictive easement, substantially like that attached hereto as Exhibit A over the following parcel located in Santa Rosa County, Florida:

Parcel ID # 03-2N-28-0000-00400-0000

See Exhibit B attached hereto

II. PURCHASE PRICE: \$ 50,000.00

Buyer shall pay the full purchase price at time of closing.

III. TIME FOR ACCEPTANCE: EFFECTIVE DATE:

If this offer is not executed by all parties on or before the 30th day of April, 2014, this contract shall be withdrawn and null and void. The date of Contract ("Effective Date") shall be the date when the last one of Sellers and County has signed this offer.

IV. TITLE EVIDENCE:

County shall obtain, in accordance with Standards for Real Estate Transactions (Standards) attached hereto and made a part hereof, a title insurance commitment with fee owner's title policy premium to be paid by County at closing.

V. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered by the 30th day of November, 2014, unless extended by other provisions of the contract.

VI. ASSIGNABILITY:

County may not assign Contract.

VII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith.

1. Buyer/County will pay all costs in connection with the closing of this transaction.

IX. CONTINGENCIES:

The closing of this transaction is contingent upon the following:

1. Approval by the US Navy of the purchase, including concurrence with appraisal, survey and other relevant documents, together with allocation of funding to the County by the Navy for the purchase price.

Executed by BUYER/COUNTY on the ___ day of _____, 2014.

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

By: Chairman

Executed by SELLERS on the ___ day of _____, 2014.

JAMES FRANK SKINNER

WITNESSES:

Name: _____

Name: _____

MARGUERITE PAIGE SKINNER

WITNESSES:

Name: _____

Name: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Sellers at or before closing. Buyer shall have thirty (30) days, if abstract, or seven (7) days, if title commitments, from date of receiving evidence of title to examine same. If title is found defective, Buyer shall within five (5) days thereafter, notify Sellers in writing specifying defect(s). If said defect(s) render title uninsurable, Sellers will have 120 days from receipt of notice within which to remove said defect(s), and if Sellers are unsuccessful in removing them within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all moneys paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Sellers shall be released, as to one another, of all further obligations under this Contract. However, Sellers agree that Sellers will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefor, including the bringing of necessary suits. If a title policy is being furnished, Buyer has the right to require the Sellers to deliver an owner's marketability policy provided Buyer pays any additional charges and makes request therefor within seven (7) days after Effective Date.

B. SURVEY: Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements lands of others, or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall be treated as a title defect. The survey shall determine the exact number acres contained in the parcel.

C. LIENS: Sellers shall, both as to the Property and the Personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Sellers and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved, or repaired within said time, Sellers shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

D. PLACE OF CLOSING: Closing shall be held in county wherein Property is located, at the Office of the attorney or other closing agent designated by Buyers.

E. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

F. DOCUMENTS FOR CLOSING: Sellers shall furnish deed and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish closing statement.

G. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance and cost of recording any corrective instruments shall be paid by Buyer. The cost of recording the deed shall be paid by Buyer.

H. PRORATIONS: Taxes will be prorated as of the date of closing.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by Sellers. Pending liens as of date of closing shall be assumed by Buyer, provided, however that if the improvement has been substantially completed as of Effective Date, such pending lien shall be considered as certified, confirmed or ratified and Sellers shall, at closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds and evidence of title continued at Buyers expense to show title in Buyer, without any encumbrances or change which would render Sellers' title unmarketable from the date of the last evidence, and the proceeds of the sale shall be held in escrow by Sellers' attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If Sellers' title is rendered unmarketable, Buyer shall within said five (5) day period, notify Sellers in writing of the defect and Sellers shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event Sellers fail to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within five (5) days thereafter, be returned by Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to the Sellers by special warranty deed and return the Personalty. In the event Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Sellers as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in the deed. The escrow and closing procedure required by this Standard may be waived in the event the attorney, title agent or closing agent insures against adverse matters pursuant to Section 627.7841, Florida Statutes (1983), as amended.

K. ESCROW: Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with terms and conditions of the Contract. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to escrow agent's duties or liabilities under the provisions of the Contract, the escrow agent may in agent's sole discretion, continue to hold the subject matter of this escrow until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or escrow agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. If a licensed real estate broker, the escrow agent will comply with provisions of Chapter 475, Florida Statutes (1983), as amended. In the event of any suit between Buyer and Sellers wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in

the event of any suit wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Sellers of items subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

L. ATTORNEY FEES; COSTS: In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

M. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice thereof shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to said party.

N. CONVEYANCE: Sellers shall convey title to the Property by warranty deed.

O. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Sellers unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party of parties to be bound thereby.

Prepared by & Return to:
Naval Facilities Engineering Command Southeast
Naval Air Station Jacksonville
Director, Real Estate Services
Box 30 Bldg. 903
Jacksonville, FL 32212-0030

RESTRICTIVE EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2014, by _____, husband and wife, having an address at _____, hereinafter referred to as the "**Grantor**," to the **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, having an address at 6495 Caroline Street, Suite C, Milton, Florida 32570, hereinafter "**Grantee**."

WITNESSETH:

WHEREAS, Grantor is the sole owner of the fee interest in certain real property in Santa Rosa County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"); and

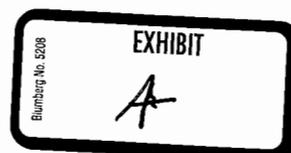
WHEREAS, the Property is in the vicinity of Naval Air Station Whiting Field, Florida (the "Installation") which is operated and used by the United States of America (hereinafter "the Federal Government") for military purposes; and

WHEREAS, Grantee and the Federal Government have entered into an agreement pursuant to the 10 U.S.C. § 2684a to work together to limit development that is incompatible with the mission of the Installation by acquiring certain real property interests located in the vicinity of the Installation; and

WHEREAS, Grantee has requested a restrictive easement from Grantor in order to limit development or use of the Property that would otherwise be incompatible with the mission of the Installation; and

WHEREAS, Grantee and Grantor intend for the Grantee to assign this Restrictive Easement to the United States of America, provided that such assignment will not enlarge the rights of the United States of America in the Property beyond the terms of this easement or impose any additional limitations on Grantor; and

WHEREAS, Grantee, acting through its governing body, the Santa Rosa County Council, finds that acquisition of this Restrictive Easement on the Property is in the best interests of Santa Rosa County, and the public in general inasmuch as same furthers the governmental interest of fostering the general health and welfare of the citizens of and visitors to Santa Rosa County, Florida.



NOW THEREFORE, in consideration of _____ Dollars (\$____.00), the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a restrictive easement (the "Easement") in perpetuity over the Property described in Exhibit "A," of the nature and character and to the extent set forth herein.

1. **Purpose.** It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation.

2. **Definitions.** Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

- a. "Grantor" shall be defined as the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, or subsequent owners.
- b. "Grantee" shall be defined as the United States of America, acting by and through the Department of the Navy, designated as holder of this Easement, or upon any transfer of ownership of this Easement, then subsequently as its successors and assigns.
- c. "Aircraft" shall be defined as any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

3. **Rights of Grantee.** To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:

- a. To prohibit any development or use of the Property that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, and to require the removal of such non-complying development or uses of the Property pursuant to Section 7 below.
- b. To enter upon and over the Property in a reasonable manner and at reasonable times in order to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- c. To grant or assign this Easement on the Property to any federal agency or department of the United States of America without prior written approval from Grantor, provided

that such grant or assignment will not enlarge the rights of Grantee in the Property or impose any additional limitations on Grantor.

4. Restricted Uses and Development Rights. Any activity or use of the Property inconsistent with the Purpose of this Easement is prohibited. The following activities and uses on the Property are expressly prohibited or restricted:

- a. Activities. All activities, development, or use of the Property that would encumber, impede, limit or otherwise be incompatible with the mission of the Installation.
- b. Human Habitation. Except for the rights reserved in Section 5 below, the Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, and tents.
- c. Setbacks. No structure, with the exception of fencing, may be located within 50 feet of the property line abutting the Installation.
- d. Height Restrictions. The erection, construction, installation, alteration or growing, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 50 feet above ground level (AGL) is prohibited. Upon prior notice to Grantor, Grantee, at Grantee's expense, reserves the right to enter upon the Property to cut down, top or trim and remove all trees, plants, vines, and vegetative growth not in conformance with the Height Restrictions of this Easement. At Grantor's cost and expense, and free from any consequential damages, Grantee may enter upon the Property to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, not in conformance with the Height Restrictions of this Easement which shall be erected, constructed or installed on the Property from and after the date of this Easement.
- e. Lighting. All lighting equipment installed or maintained on the Property, including streetlights, floodlights and searchlights, shall be positioned so that no light is emitted above the horizontal plane.
- f. Other Operational & Training Hazards. No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, ponds, (except as otherwise allowed hereunder), and mature crops left un-harvested, that may be dangerous for aircraft operating from the Installation. Commercial poultry enterprises are specifically prohibited.
- g. Construction. New construction of any structure or edifice, and any other additions to, or alterations of the Property are prohibited except as provided in Section 6 below.
- h. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited. A lease of a portion of the Property for an authorized use under this

Easement shall not be prohibited or considered a division, subdivision, or de factor subdivision of the Property.

- i. Motorized Vehicles. The use of motorized vehicles by Grantor is prohibited, except for in support of the authorized uses of this Section and Section 5 below, for motorized emergency vehicles as needed, and for private non-commercial recreational use of all terrain vehicles.
- j. Burning. Controlled burns for agricultural purposes, habitat improvement, and mitigation of fire hazards must be approved in writing by the Grantee prior to commencing said activities. The burning of reasonable amounts of yard debris is permitted without prior Grantee notification or approval.

5. Grantor's Reserved Rights. Subject to the restrictions of Section 4 and the Notification requirements of Section 6, Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Property and accruing from law that are not expressly prohibited herein, provided such rights are compatible with the Purpose. In addition to these general reserved rights or interests, the following rights are expressly reserved to the Grantor, and to its personal representatives, heirs, successors and assigns, and deemed compatible with the Purpose and are expressly permitted hereunder:

- a. Residential dwelling. Two single-family, residential dwellings of no more than 4,000 heated square feet each may be constructed on the Property at a location of Grantor's choice. A two-car garage for each dwelling may also be constructed. No other residential dwellings may be constructed on the Property.
- b. Controlling predatory and problem animals. Controlled hunting and fishing may be permitted for the purpose of wildlife management. Exercise of this right must be made in coordination with the Grantee.
- c. Fencing. Construction of fencing reasonably necessary for the permitted uses hereunder is compatible with this Easement.
- d. Establishing retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. Grantor, in consultation with and with prior approval of the Grantee, will be permitted to create such storm water impoundments on the Property, provided they are not enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or operational hazard to the Installation, the Grantor, upon the request of the Grantee, shall modify the improvements to the extent required to ameliorate the training or operational hazard created. Such modification work shall be at the sole cost of the Grantor.

- e. Agriculture and Farming. "Agriculture and farming" means all methods designed to produce and manage crops, and the farming activities of feeding and housing reasonable numbers of farm animals, such as cattle, goats, and horses, including, without limitation, the construction of new (and maintenance and restoration of existing) structures for the housing of farm animals or storage of farm equipment and not inconsistent with the other restrictions contained within this Easement (i.e. setbacks, height limits, lighting, etc.) or the Purpose of this Easement. Notwithstanding the right to construct such buildings, Grantor is subject to the notice of construction provisions set forth herein.
- f. Passive Recreational Use. "Passive, recreational use" means all non-public recreational activities (such as but not limited to hiking, horseback riding, bird watching, fishing, hunting and camping limited to the personal use by Grantors, Grantors' family, guests and invitees), that require no surface alteration or other development of the land, and are consistent with the restrictions contained in this Easement and the Purpose of this Easement.
- g. Silviculture and Use of Natural Resources. "Silviculture and Use of Natural Resources" means all silvicultural and other exploitation of the Property's natural resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), mechanical and chemical site preparation, reforestation, and all other activities associated therewith provided such uses are consistent with the restrictions contained in this Easement and the Purpose of this Easement.
- h. Hunting. To the extent allowed by law, non-commercial hunting by Grantor, his family, and invitees on the Property is permitted.
- i. Undeveloped land. Undeveloped or raw land, which is defined as land on which no improvements have been made; land in its natural state before grading, construction, subdivision, or the installation of utilities, is compatible.

6. Notification Provisions.

- a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, Grantor will notify the
Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Agreement. Furthermore, should Grantor undertake to make any improvements to control stormwater runoff pursuant to Section 5.d. above, the provisions of this Section shall apply.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the purpose of this Easement and the restrictions on the use of the Property included herein.

7. Enforcement and Remedies. In the event of breach by Grantor of any terms, conditions, or obligations created by this Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame or extension of time if granted by the Grantee, the Grantee may:

- a. Take necessary actions to correct the non-compliance and upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the noncompliance; and/or
- b. Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. Institute suit to enjoin any breach or enforce any term by injunction.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

9. Noise and Other Effects of Air Operations. Grantor does hereby fully waive, remise, and release any right or cause of action which Grantor or its respective successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft from the Installation. Grantor specifically does not waive but retain all rights to causes of action, claims and rights to damages for any aircraft accident affecting the Property or persons thereon, including physical damages such as window breakage, contamination from fuel dumping, damage from falling aircraft components etc. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate.

10. Subsequent Transfers. Grantor agrees to reference and incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least thirty (30) days prior to the date of transfer.

11. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor:

To Grantee: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570
Attn: Chairman, Board of County Commissioners

To United States Department of the Navy
of America: Naval Facilities Engineering Command Southeast
Attn: Real Estate Business Line
P.O. Box 30, Building 903 (OPG4)
Jacksonville, FL 32212-0030

Copy to: Commanding Officer
Naval Air Station Whiting Field Milton,
FL _____

or to such other address as either party may designate by written notice to the other.

TO HAVE AND TO HOLD the aforesaid easement in, over, and upon the described Property of Grantor, with all the rights, privileges and appurtenances thereto belonging or in any wise appertaining, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

WITNESSES

GRANTOR

(Print Name)

(Print Name)

STATE OF FLORIDA)
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ who are personally known to me or who has produced _____ as identification.

Exhibit "A" Property
Description

Notary Public

My Commission expires: _____

DESCRIPTION BY NORTHWEST FLORIDA LAND SURVEYING INC. (PARCEL-A)

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 666.12 FEET TO A ONE HALF INCH CAPPED IRON ROD #0340; THENCE CONTINUE SOUTH 84 DEGREES 39 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1236.68 FEET TO A ONE HALF INCH CAPPED IRON ROD #177; THENCE GO NORTH 33 DEGREES 28 MINUTES 03 SECONDS WEST A DISTANCE OF 80.86 FEET TO A (UNNUMBERED) FOUR INCH SQUARE CONCRETE MONUMENT; THENCE CONTINUE NORTH 33 DEGREES 10 MINUTES 03 SECONDS WEST A DISTANCE OF 1236.05 FEET TO A ONE HALF INCH CAPPED IRON ROD #0340 AT THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDED BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE GO SOUTH 86 DEGREES 22 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 722 A DISTANCE OF 163.66 FEET TO A ONE AND ONE QUARTER INCH DIAMETER ALLOY CAPPED ROD #0340 AT THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE GO NORTH 01 DEGREES 29 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF AN ACCESS EASEMENT (R/W VARIES) AS DESCRIBED IN THE AFORESAID OFFICIAL RECORD BOOK 1585 AT PAGE 722 A DISTANCE OF 79.78 FEET TO A ONE HALF INCH CAPPED IRON ROD #4882 AND THE SOUTH RIGHT-OF-WAY OF STATE ROAD NUMBER 67-A, LANGLEY STREET (100' R/W); THENCE GO NORTH 88 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 115.90 FEET TO A ONE HALF INCH CAPPED IRON ROD #4882; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY GO SOUTH 33 DEGREES 20 MINUTES 03 SECONDS EAST A DISTANCE OF 91.79 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

PARCEL "A" RIGHT-OF-WAY EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 666.12 FEET TO A ONE HALF INCH CAPPED IRON ROD #0340; THENCE CONTINUE SOUTH 84 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1236.68 FEET TO A ONE HALF INCH CAPPED IRON ROD # 177; THENCE GO NORTH 33 DEGREES 28 MINUTES 03 SECONDS WEST A DISTANCE OF 80.86 FEET TO A (UNNUMBERED) FOUR INCH SQUARE CONCRETE MONUMENT; THENCE CONTINUE NORTH 33 DEGREES 20 MINUTES 03 SECONDS WEST A DISTANCE OF 1236.05 FEET TO A ONE HALF INCH CAPPED IRON ROD #0340 AT THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE GO SOUTH 86 DEGREES 22 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1585 AT PAGE 722 A DISTANCE OF 11.51 FEET; THENCE GO NORTH 33 DEGREES 20 MINUTES 03 SECONDS WEST A DISTANCE OF 91.79 FEET TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD NUMBER 67-A, LANGLEY STREET (100' R/W); THENCE GO NORTH 88 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 11.52 FEET TO A ONE HALF INCH CAPPED IRON ROD # 4882; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY GO SOUTH 33 DEGREES 20 MINUTES 03 SECONDS EAST A DISTANCE OF 91.79 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

DESCRIPTION BY NORTHWEST FLORIDA LAND SURVEYING INC. (PARCEL-B)

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 666.12 FEET TO A ONE HALF INCH CAPPED IRON ROD #0340 AND THE POINT OF BEGINNING; THENCE GO NORTH 07 DEGREES 17 MINUTES 17 SECONDS WEST A DISTANCE OF 229.46 FEET TO A ONE INCH CAPPED IRON PIPE #3170 AT THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORD OF SAID COUNTY; THENCE GO SOUTH 85 DEGREES 02 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 727 A DISTANCE OF 333.86 FEET TO A (UNNUMBERED) ONE INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO NORTH 64 DEGREES 17 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 727 A DISTANCE OF 722.81 FEET TO A ONE INCH CAPPED IRON PIPE #3170 AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE GO NORTH 84 DEGREES 15 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 727 A DISTANCE OF 93.25 FEET TO A (UNNUMBERED) ONE HALF INCH ROD ON SAID NORTH LINE; THENCE GO NORTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF AN ACCESS EASEMENT (R/W VARIES) AS DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 41.80 FEET TO A (UNNUMBERED) ONE HALF INCH IRON ROD AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN SAID OFFICIAL RECORD BOOK 1585 AT PAGE 722; THENCE GO NORTH 86 DEGREES 21 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1585 AT PAGE 722 A DISTANCE OF 125.88 FEET TO A (UNNUMBERED) ONE INCH IRON PIPE AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 33 DEGREES 10 MINUTES 03 SECONDS EAST A DISTANCE OF 2116.76 TO A (UNNUMBERED) FOUR INCH SQUARE CONCRETE MONUMENT; THENCE CONTINUE SOUTH 33 DEGREES 20 MINUTES 03 SECONDS EAST A DISTANCE OF 80.86 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 3; THENCE GO NORTH 88 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1236.68 FEET THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1585 AT PAGE 722 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.



AMENDMENT NO. 5
TO AGREEMENT N69450-07-RP-00096
BY AND BETWEEN THE UNITED STATES OF AMERICA
AND SANTA ROSA COUNTY, FLORIDA CONCERNING ENCROACHMENT IN THE
VICINITY OF NAS WHITING FIELD

THIS FIFTH AMENDMENT to that certain Agreement By and Between the United States of America and Santa Rosa County, Florida, Contract Number N69450-07-RP-00096 dated September 25, 2007 (the "Agreement") is made the day and year last indicated below. The agreement is hereby amended as follows:

ARTICLE I – SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

a. This Agreement is between The United States of America, acting by and through The Department of the Navy, hereinafter called the "Navy," the County of Santa Rosa, a political subdivision of the State of Florida, hereinafter called the "County," and the Board of Trustees of the Internal Improvements Trust Fund of the State of Florida, hereinafter called the "State." The County and the State (hereinafter called the "Partners"), and the Navy, hereinafter collectively referred to as the "Parties," have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal funds for acquisition of long-term interests in parcels of land in the vicinity of Naval Air Station Whiting Field ("Whiting Field") and its six Navy Outlying Landing Fields located throughout Santa Rosa County, Florida in accordance with the provisions of 10 U.S.C §2684a.

c. From and after the date of this Amendment, any reference within this Agreement to "the Parties" or an individual "Party" shall include the State.

d. From and after the date of this Amendment, any reference within Articles II-VIII of this Agreement to the "County" shall include the State, so that the meaning shall be "the County or the State."

ARTICLE II – OBLIGATIONS OF THE PARTIES

Section 202. Obligations of the Partners.

a. The Partners shall exercise their best efforts to supervise, manage, operate, and/or maintain all activities or projects within the scope of this Agreement according to the terms, conditions, and specifications of this Agreement.

b. Partners shall provide sufficient funds and/or other acceptable in-kind consideration to pay their shares of the costs for the acquisition of property interests and related allowable transactional costs within the scope of this Agreement.

Section 204. Acquisition Process.

h. In order to expend closing funds, Navy and County agreed that for certain 2013 acquisitions, Navy's contribution would be ninety-five percent (95%) of the appraised value of the restrictive easement interests acquired, instead of seventy-five percent (75%) as provided in Section 204(f). Per Attachment C, County agreed to credit Navy the amount represented by this additional twenty percent (20%) contribution in future acquisitions associated with this Agreement. The amount of the Navy's contribution toward the 2013 restrictive easement acquisitions listed in Attachment C was \$861,650.00. Per this Section 204(h), County will credit Navy a total of \$181,400.00 in future acquisitions to account for the twenty percent (20%) additional Navy contribution toward the acquisitions listed in Attachment C. Upon County's fulfillment of crediting \$181,400.00 to Navy, this provision will have no further application to the Agreement, and all subsequent acquisitions between the Parties shall adhere to Section 204(f) above.

ARTICLE V – GENERAL PROVISIONS

Section 503. Successors and Assigns.

This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 507. Notices.

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other Parties at the addresses or facsimile transmission telephone numbers set forth below or as such other addresses as may be later designated and such notice shall be effective upon date of receipt:

For the State:

Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd.
Mail Station 100
Tallahassee, Florida 32399-3900
Facsimile #850-245-2572

For the Managing Agency:

Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Blvd
Mail Station 795
Tallahassee, Florida 32399-1650
Attn: Director
Facsimile #850-245-2082

Florida Department of Agriculture and Consumer Services
Florida Forest Services
3125 Conner Boulevard
C-25
Tallahassee, Florida 32399-1650
Attn: Director
Facsimile #850-921-6724

Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
Attn: Director/Commissioner

Section 511. Change of Circumstances.

Each Party shall promptly notify the other Parties of any change in circumstances, pending litigation, or any other event or condition that may adversely affect that Party's ability to carry out any of its obligations under this Agreement.

Section 515. Termination.

This Agreement may be terminated as to any non-binding commitments entered into with third parties by either Party giving 30 days prior written notice to the other Parties.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have affixed their respective signatures, in recognition and acceptance of the terms, conditions and provisions stated above in this Agreement, effective as of the date last written below.

For the County of Santa Rosa:

SANTA ROSA COUNTY, BOARD OF
COUNTY COMMISSIONERS

Attest: _____
CLERK OF COURT

BY: _____
JIM MELVIN, Chairman

STATE OF FLORIDA)
COUNTY OF SANTA ROSA)

I, _____, Notary Public for said County and State, certify that Jim Melvin personally came before me, this day and acknowledged that he is the Chairman for Santa Rosa County, a political subdivision of the State of Florida, and that by authority duly given and as the act of the County the foregoing instrument was signed in its name by its Chairman, sealed with its seal and attested by himself as the Vice Chairman for Santa Rosa County.

Notary Public

My Commission Expires: _____

(Official Seal)

For the State of Florida:

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

BY DIVISION OF STATE LANDS OF
THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Witness

BY: _____

Clifford D. Wilson III, P.E.
Assistant Deputy Secretary, Land and Recreation
Director, Division of State Lands
Florida Department of Environmental Protection

Witness

Date: _____

DEP LEGAL APPROVAL:

Date: _____

UNITED STATES OF AMERICA
BY DEPARTMENT OF THE NAVY

Witness

BY: _____
Robert W. McDowell III
Real Estate Contracting Officer

Witness

Date: _____

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, _____, Notary Public for said County and State, certify that Robert W. McDowell III personally came before me, this day and acknowledged that he is the Real Estate Contracting Officer for the Department of the Navy, United States of America, and that by authority duly given and as the act of the United States of America the foregoing instrument was signed in its name by its Real Estate Contracting Officer, sealed with its seal and attested by himself as its Real Estate Contracting Officer.

Notary Public

My Commission Expires: _____

(Official Seal)

Hunter Walker

From: Angie Jones
Sent: Wednesday, April 16, 2014 1:05 PM
To: Hunter Walker
Subject: assumption of Sandy Bottoms lease

Steve Hering and Larry Kingrey would like to assume the former Sandy Bottoms lease. They propose that, in addition to selling convenience items on the property, they would operate a real estate leasing office (ReMax). They propose to assume all the terms of the former lease, including monthly rental amount and 5% of retail sales (not to include real estate-related transactions). They inform me that they have worked independently with Sigma Tax Group on acquiring that entity's interest in the property.

If approved, Dr. Hering and Mr. Kingrey would like to assume the lease in the name of their company, Deep South Investments, LLC.

AJJ

Angie Jones
Santa Rosa County Attorney
6495 Caroline Street, Suite C
Milton, Florida 32570
(850) 983-1857

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.

Hunter Walker

From: Sheila Harris
Sent: Tuesday, April 15, 2014 1:43 PM
To: Hunter Walker
Cc: Merry Beth Andrews; Angie Jones
Subject: Coastal Partnership Grant (CM304) for Bagdad Mill Site - Amendment #3
Attachments: CM304 Amendment 3.pdf

Hunter,

The Coastal Partnership Initiative Grant Agreement for improvements to the Bagdad Mill Site expires June 30, 2014. Attached is an amendment to the contract that will extend the grant completion date through December 30, 2014. I will provide three originals to Merry Beth for execution.

This modification allows additional time associated with the delays regarding construction as a result of the subsurface concrete removal.

Please add to next week's agenda for board approval.

Sheila A. Harris, Special Projects/Grants
Santa Rosa County BOCC
6495 Caroline Street, Suite H
Milton, Florida 32570
(850) 983-1848 (850) 393-5239 (Cell)
(850) 983-1944 Fax
sheilah@santarosa.fl.gov

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.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

April 14, 2014

Ms. Shelia Harris
Santa Rosa Board of County Commissioners
645 Caroline Street, Suite H
Milton, Florida 32570

Re: DEP Agreement Number CM304
Bagdad Mill Site Passive Park & Trail Loop: Phase II Construction

Dear Ms. Harris:

Enclosed for signature are three copies of an amendment to your subgrant agreement. Please execute and return all copies to me as soon as possible. The person signing the amendment must be the signatory on the executed subgrant agreement, unless the person designated to act as signatory has changed. If the signatory designee has changed, please return a delegation of authority that indicates the new signatory.

This amendment extends the project end date to December 30, 2014 and changes the project Related Tasks and Deliverable timelines. If you have any questions regarding this amendment, please feel free to call me at (850) 245-2184.

Sincerely,

Toni R. Clanton
Grants Manager
Florida Coastal Management Program

Enclosures

**DEP AGREEMENT NO. CM304
AMENDMENT NO. 3**

THE DEP AGREEMENT No. CM304 entered into on the 30th day of August 2012, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "Grantee") is hereby amended as follows:

WHEREAS, due to a delay in construction, the Grantee determines that it is necessary to extend the project period ending date to **December 30, 2014**, amend Section (3C) of the grant Agreement and amend the Related Tasks and Deliverables, as shown in Attachment A to the Agreement; and

WHEREAS, the Department, acting as the Florida Coastal Management Program, agrees with the Grantee that the amendment is needed.

NOW, THEREFORE, DEP Agreement No. CM304 is hereby amended as follows:

1. Section (2) of the Agreement is revised to change the ending date of the Agreement from **June 30, 2014 to December 30, 2014**
2. Section (3) of the original Agreement is hereby deleted in its entirety and replaced with:
 - C. The Grantee shall submit a properly completed Attachment C, Payment Request Summary Form, upon the completion, submittal, and acceptance by the Department, of each deliverable identified in Attachment A. In addition to the Payment Request Form, the Grantee must provide a completed **Exhibit I**, Schedule of Expenditures; **Exhibit II**, Schedule of Match; copies of canceled checks; copies of invoices and a completed **Attachment B, Quarterly Progress Report**, for the period up to the completion of the deliverable. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (hereinafter "F.S."). Failure to provide Attachment B shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. A final payment request must be submitted to the Department no later than **January 10, 2015**, to assure the availability of funds for payment. The final payment will not be processed until the match requirement has been met.) Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
3. The Related Tasks and Deliverables in Attachment **A-2** is hereby deleted in its entirety and replaced with the Revised Related Tasks and Deliverables attached hereto as Attachment **A-3** and made part hereof. Any reference to these sections of Attachment **A-2** shall be replaced by reference to the corresponding sections of Attachment **A-3**.

In all other respects, DEP Agreement No. **CM304** and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SANTA ROSA BOARD OF COUNTY
COMMISSIONERS

By: _____
Jim Melvin, Chairman

Date: _____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Kevin Claridge, Director
Florida Coastal Office

Date: _____

Toni R. Clanton
DEP Grants Manager

APPROVED as to form and legality:



DEP Coastal Management Program Attorney

ATTACHMENT A-3
PROJECT WORK PLAN

DEP Agreement # CM304

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

Grantee

Organization Name: Santa Rosa County Board of County Commissioners
Chief Elected Official or Agency Head: Robert A. Cole
Title: Chairman
Address: 6495 Caroline St., Suite M
City: Milton
Zip Code: 32570
Area Code and Telephone Number: 850-983-1877
Area Code and Facsimile Machine Telephone Number: 850-983-1856
E-Mail Address: comm-cole@santarosa.fl.gov

Project Manager

Organization Name: Santa Rosa County Board of County Commissioners
Name: Sheila Harris
Address: 6495 Caroline Street, Suite H
City: Milton
Zip Code: 32570
Area Code and Telephone Number: (850) 983-1848
Area Code and Facsimile Machine Telephone Number: (850) 983-1944
E-Mail Address: sheilah@santarosa.fl.gov

Fiscal Agent

Organization Name: Santa Rosa County Board of Commissioners
Name: Sheila Harris
Address: 6495 Caroline St., Suite H
City: Milton
Zip Code: 32570
Area Code and Telephone Number: 850-983-1848
Area Code and Facsimile Machine Telephone Number: 850-983-1944
E-Mail Address: sheilah@santarosa.fl.gov

Mailing Address for Warrant (if other than the Grantee address):

FEID No.: 59-600842

DUNS No.: 077906444

Project Location: Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.

The location of the project is in Santa Rosa County. The address of the property is 6953 Main St. Bagdad, FL.

Watershed Name: Blackwater
USGS Cataloging Unit: 03140104

GIS Coordinates: Longitude: -87.032007 Latitude: 30.604453

****Watershed and hydrologic unit codes information can be found at <http://water.usgs.gov/GIS/huc.html>**

Scope of Work: Provide a summary of the project and the justification supporting the need for the Florida Department of Environmental Protection to fund the project. Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks and deliverables.

The Bagdad Mill Site Passive Park is located adjacent to the historic Village of Bagdad (a designated Waterfronts Florida Partnership Community) in Santa Rosa County at the confluence of Pond Creek and Blackwater River. The Village of Bagdad is the only county-zoned historic district in Santa Rosa County and is listed on the National Register of Historic Places. The property was previously operated as a saw mill, door and furniture factories and grist mill, but was donated to the State of Florida in 2000 with the intention that the site would be used as a public park. The County has a sublease with the Department of Environmental Protection's Office of Greenways & Trails through 2054 for overall management and development of the passive park. It is currently undeveloped and bordered by a chain-link perimeter fence, a cedar split-rails fence along the water and 81 recently-planted native trees.

Santa Rosa County seeks FCMP funds for some of the facility's site improvements – for the fishing pier, picnic tables, benches, grills, bike racks, water fountain and trash receptacles. Match funds will share in the costs of these amenities.

Tasks: Implement Phase II construction activities at the Bagdad Mill Site Passive Park.

- 1) Develop bid package/advertisement/contract selection.
- 2) Construct park amenities and inspection.

Deliverables

1. Bid package, contract, certification of completion, photos of before/during/after construction.

Project Related Tasks and Deliverables: Provide detailed tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), timeline for the completion of the tasks and submittal of the deliverables, the criteria that will be used to evaluate the successful completion of the task and deliverable budget information for each deliverable.

PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES: Deliverables must be submitted and approved prior to payment. Deliverables must be quantifiable, measurable and verifiable. Each deliverable must be directly related to a task specified in the scope of work and must identify the minimum level of service to be performed.

Task 1 (\$0.00): Prepare bid documents, advertise and award bid, and prepare contract.

Deliverable 1.1 (\$0.00): Copies of bid documents and final contract.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: July 15, 2014 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$0.00- FCMP & \$0.00-Match

Task 2 (\$0.00): Placement of sign at project location indicating NOAA/FCMP grant funding.

Deliverable 2.1 (\$0.00): Photo of installed funding acknowledgement sign that meets the requirements of the grant agreement.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 30, 2014 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$0.00- FCMP & \$0.00-Match

Task 3 (\$60,000): Implement Phase II construction activities at the Bagdad Mill Site Passive Park. Facility's site improvements include fishing pier, picnic tables, benches, grills, bike racks, water fountain and trash receptacles.

Deliverable 3.1 (\$60,000): Construction photos of the fishing pier and installed park amenities to include picnic tables, benches, grills, bike racks, water fountain and trash receptacles.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 30, 2014 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$30,000- FCMP & \$30,000-Match

Supplies: \$15,000- picnic tables, benches, grills, bike rack, water fountain and trash receptacles.

Contractual Services: \$45,000- construction of fishing pier.

Total Project Budget Schedule: Please type the total dollar amounts in all applicable categories and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%).

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment Purchases	_____	_____
5. Supplies	7,500	7,500
6. Contractual Services	22,500	22,500
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	\$30,000	
Match Total		\$30,000
NOAA Project Total	\$60,000	
Total Project Cost:	\$400,000	

(The total cost of the project includes all costs for the project provided by all funding sources)

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds:

Supplies \$7,500: \$7,500 for the purchase of picnic tables, benches, grills, bike rack, water fountain and trash receptacles.

Contractual Services \$22,500: A contractor will be hired for the construction of fishing pier.

Match Funds:

Supplies \$7,500: \$7,500 for the purchase of picnic tables, benches, grills, bike rack, water fountain and trash receptacles.

Contractual Services \$22,500: A contractor will be hired for the construction of fishing pier.

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 18, 2014

Mr. Don Salter
Santa Rosa County Commissioner
Milton, Florida 32570

The Town of Jay would respectfully like to request \$25,000.00 to help us with maintenance of our recreational park. The concession stand needs some upgrading and the batting cages need some repair. 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

7

Emily Spencer

From: Commissioner Jim Melvin
Sent: Monday, April 14, 2014 12:07 PM
To: Hunter Walker
Subject: Fwd: TRI for HEROES

Not sure you got this. Please put this on the agenda for the next round of meetings.
Jim

Sent from my iPad

Begin forwarded message:

From: "ROBBEN, JEREMY S 2d Lt USAF AFSOC 19 SOS/DOIG"
<jeremy.robben.1@us.af.mil>
Date: April 14, 2014 at 10:05:58 AM CDT
To: Board of County Commissioners <BCC@santarosa.fl.gov>
Subject: TRI for HEROES

Hey! My name is 2LT Jeremy Robben. I'm a member of the company grade officer committee for Hurlburt Air Force Base. We are very interested in putting on a Triathlon out on Navarre Beach with the goal of putting a fun and enjoyable event that promotes military and community relations. Proceeds will be split, half going back into future races as we hope to make this an annual event and the other half going to HOMES for HEROES. In partnership with the Emerald Coast Triathlon Club, we expect to put on a sizeable event reaching 150-200 participants bringing greater light to the beautiful Navarre Beach area that many locals have learned to love. I understand that such an event has been directed in the past and I hope to meet and exceed any expectations you may already have of such an event. I'm contacting you, because I would like to gain your support for the event as well as determine how to acquire the permits that will be needed in order for our organizational to put on such an event. Can you please place me in contact with/forward this information to the right person. We would like to hold the inaugural event September 13th, 2014. Please contact me with any questions you may have at 662-570-3053 or jsrobben@yahoo.com. I'm very excited about this event and am looking forward to working with you. Thank you for your time!

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.

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES
AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE 1
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Hunter Walker
FROM: DeVann Cook *DeVann*
SUBJECT: Library Grant Agreement
DATE: April 16, 2014

I request approval of the attached amendment to our State Aid to Libraries Grant Agreement. This amendment only adds a requirement to have at least one library open 40 hours each week. All of our libraries meet that requirement.

DC/lh

Attachment

cc: G. Wilson

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT

AMENDMENT TO THE GRANT AGREEMENT BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

GRANTEE: Santa Rosa County Board of County Commissioners for and on behalf of Santa Rosa County Library System

the PROJECT: State Aid to Libraries Grant

The parties entered into a grant agreement dated 2/11/2014, for implementation of a State Aid to Libraries Grant. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The grant agreement is hereby revised as follows:
 - I. The GRANTEE agrees to:
 - a. Provide the following as grant deliverables:

Have at least one library, branch library or member library open 40 hours or more each week.
 - II. The DIVISION agrees to:
 - c. To distribute grant funds in one payment. The payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the amendment.

3. This amendment shall be effective upon execution.

This amendment is executed and entered into _____.

WITNESSETH:

THE GRANTEE

THE DIVISION

Signature of Authorized Official

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Typed Name and Title of Authorized Official

Witness

Witness

Witness

Witness

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES
AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE I
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Hunter Walker
FROM: DeVann Cook *DeVann Cook*
SUBJECT: HR Policy Changes
DATE: April 16, 2014

I recommend the following changes to our HR Policies:

Policy 80-1, Section XIV, Extraordinary Appointments
Add co-op students to the "Trainee Appointments" section. This will give the co-op students greater opportunity to transition into the County workforce, if they meet all other requirements.

Policy 80-10, Section VI, Holidays and Other Authorized Activities
Currently, an employee that is on workers' compensation the day before a holiday receives no compensation for the holiday. We would add wording that clarifies the injured worker receives holiday pay.

DC/lh

cc: C. Williams

Hunter Walker

From: Tammy Simmons
Sent: Thursday, April 17, 2014 8:14 AM
To: Hunter Walker; 'Joyce Cox'; Board of County Commissioners
Subject: RE: Think Pink aka Pink Pirates Navarre Event

Correct, we would like for the two large pavilions that we rent to be excluded from the decorations as it causes conflict with scheduled events such as birthday parties, weddings, family reunions, etc.

From: Hunter Walker
Sent: Thursday, April 17, 2014 8:00 AM
To: 'Joyce Cox'; Board of County Commissioners
Cc: Tammy Simmons
Subject: RE: Think Pink aka Pink Pirates Navarre Event

All,
I can add to agenda for next week meeting. The primary feedback we received last year was from several customers renting the pavilions in the Park during October and they requested that the pavilions be excluded from the decorations because some were decorating for birthday parties or other events. As you will recall, this year the Board excluded the pavilions from the Blue Ribbon month decorations for the Park as granted to Families First and it seemed to work fine. The rest of the Park is fine, but would recommend excluding the pavilions.
Hunter

From: Joyce Cox [<mailto:eraworks@aol.com>]
Sent: Wednesday, April 16, 2014 10:29 PM
To: Board of County Commissioners; Hunter Walker
Subject: Think Pink aka Pink Pirates Navarre Event

Dear Commissioners:

Last year I approached you all about decorating the Navarre Park Pink for the month of October and about a one day event in the park to raise awareness and funds for mammograms. Last year I am proud to report that we were able to give over \$6,000.00 to Ann Baraco Center for Mammograms. We hope to do at least \$8,000.00 this year.

I am writing to ask permission to decorate the park pink the entire month of October and to use the park for a one day event on Saturday October 11, 2014 from 10 am to 7pm. This will be the same type event held last October. We will provide the necessary Liability Insurance Policy naming Santa Rosa County as additional insured prior to the day of our event. Just like last year there will be no alcohol on the premises. Last year you all agreed to waive the fees to lease the park since this is a nonprofit venture, I respectfully request you do this for us again this year.

I hope to hear from you soon, so we can move forward with getting our sponsorship and vendors lined up. Thank you in advance for your time.

Warmest regards,
Joyce Cox, Founder

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Hunter Walker

From: Sheila Harris
Sent: Thursday, April 17, 2014 8:57 AM
To: Hunter Walker
Subject: Agenda Item - OGT Acquisition Cycle
Attachments: Wolfe Creek Forest Gap Certificate Of Eligibility and Maps.pdf

Hunter,

Could you add this to next week's agenda for approval by the board at the Monday meeting (April 21st)? I would like to request that the Board approve an application to the Florida DEP for the 2014 Acquisition Cycle to acquire land (easement) through the property owned by Conservation Forest of Florida, LLC. The Wolfe Creek Forest Gap project will request funding to acquire an easement for the purpose of developing a trail to connect the existing Blackwater Heritage Trail and Military Heritage Trail to the Blackwater Forest and other recreation opportunities.

Attached is the certificate of eligibility and related maps that have been approved by the DEP.

The application will be completed and submitted for consideration of funding by next Thursday. This request complements the Florida Forever project submittal for Wolfe Creek that the Board discussed at the last BOCC meeting. Please let me know if you have any questions.

Sheila A. Harris, Special Projects/Grants
Santa Rosa County BOCC
6495 Caroline Street, Suite H
Milton, Florida 32570
(850) 983-1848 (850) 393-5239 (Cell)
(850) 983-1944 Fax
sheilah@santarosa.fl.gov

From: Birdsong, Robin [mailto:Robin.Birdsong@dep.state.fl.us]
Sent: Friday, January 31, 2014 3:00 PM
Subject: 2014 Acquisition Cycle Opens

2014 Acquisition Cycle Opens

The Department of Environmental Protection, Office of Greenways and Trails, will accept proposals for land acquisition funding under the Florida Greenways and Trails Program between **February 3, 2014 through April 25, 2014**. The Florida Greenways and Trails Program, funded through the sale of bonds authorized under the Florida Forever Act. Currently, approximately \$2.5 million is available for the acquisition of projects that will close gaps in the Florida Greenway and Trails System.

Applicants must apply for and receive a "Certificate of Eligibility" prior to submittal of an application. Once eligible, an applicant must submit an original "Application for Acquisition of Land" to the Office of Greenways and Trails at the address listed below by 5:00 p.m. April 25, 2014. When possible, please submit application packages (including maps) on 8.5" x 11" paper. You must also provide a copy of the completed application and all attachments on a CD in PDF format. **Faxes cannot be accepted.**

For detailed program requirements, an application or copy of the rule, visit our web site at [Acquisition Program | Greenways and Trails | Florida DEP](#) , call 850-245-2052 or write the Office of Greenways and Trails at: Department of Environmental Protection, Office of Greenways and Trails, 3900 Commonwealth Blvd., MS 795, Tallahassee, FL 32399-3000.

You may also contact me directly.

Robin Birdsong
Regional Coordinator
Office of Greenways and Trails
3900 Commonwealth Boulevard, MS 795
Tallahassee, FL 32399-3000
robin.birdsong@dep.state.fl.us
O: 850-245-2909



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**DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREENWAYS AND TRAILS**

**CERTIFICATE OF ELIGIBILITY
TO APPLY FOR FUNDING UNDER THE FLORIDA
GREENWAYS AND TRAILS PROGRAM**

Please note: This form may be submitted at any time during the year, and is valid for twelve (12) months from the date of issuance by the Office of Greenways and Trails.

TO: Office of Greenways and Trails
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 795
Tallahassee, FL 32399-3000

RE: Wolfe Creek Forest Gap (Whiting Military to Blackwater State Forest J
Name of Project
Central Santa Rosa County, east of Blackwater River State Forest and
Address or Location of Project

FROM: Santa Rosa County Board of Commissioners
Name of Applicant
6495 Caroline St., Suite H
Address of Applicant
Milton, FL 32570
City, State and Zip Code
(850) 983-1848 Telephone
(850) 983-1944 Fax

REQUIREMENTS FOR CERTIFICATE OF ELIGIBILITY:

- A. The proposed project meets the statutory definition (Section 260.013, F.S.) of a greenway or trail, as follows:

“Greenway” means a linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridgeline, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; any natural or landscaped course for pedestrian or bicycle passage; an open space connector linking parks, nature reserves, cultural features, or historic sites with each other and populated areas; or a local strip or linear park designated as a parkway or greenbelt.

“Trail” means a linear corridor and any adjacent support parcels on land or water providing public access for recreation or authorized alternative modes of transportation.

Provide a general description of the project, including features that qualify the project as a greenway or trail:

The Wolfe Creek Forest gap project proposes to acquire an easement through property owned by Conservation Forest of Florida, LLC for the purpose of closing the gap between state owned properties and developing a multi-purpose trail that would connect the Blackwater Heritage State Trail and Military Heritage Trail to other state owned properties including the Blackwater River State Forest and Blackwater Multi-use Trail Corridor. The gap is identify on the 2012 Land Trails Opportunity Map as the Whiting Military to Blackwater State Forest Trail Corridor.

- B. The planned project corridor is located within or adjacent to at least one opportunity segment on one or more Recreational Prioritization Maps.

Identify the planned project corridor and all project boundaries on a 1:24,000 USGS Topographical Map, then attach to this application as Attachment "A." Please include the Section, Township and Range.

- C. At least eighty (80) percent of the planned project corridor has a landowner or landowners willing to negotiate the Department's acquisition of their property.

State the percentage of the total proposed project area for which the landowner(s) has/have indicated their willingness to negotiate the sale of their property to the state: 100%. Please explain how this was determined: There is one property owner for all of the related parcels identified for acquisition and owner is a willing seller.

Please note: Upon submitting an Application for Acquisition of Land, Applicant shall provide signed Willing Owner Certificates (DEP Form #OGT-4) for at least eighty (80) percent of lands within the planned project corridor.

- D. The proposed project has a willing managing entity.

Please provide the following information:

Name of Managing Entity: Florida Forest Service (Blackwater River State Forest)

Address of Managing Entity: 11650 Munson Hwy
Milton, FL 32570

Name of Contact/Representative: David Creamer, Recreation Administrator

Telephone: (850) 957-6140 Fax: ()

Please note: Upon submitting an Application for Acquisition of Land, Applicant shall provide a signed Willing Manager Certificate (DEP Form #OGT-3).

I hereby confirm that the information provided in this application is true and correct to the best of my knowledge.

Applicant Signature: [Signature] Date: 4/15/2014

CERTIFICATION (to be completed by the Office of Greenways and Trails):

Notice is hereby given that the above project, as currently proposed by the Applicant, has been certified by the Office of Greenways and Trails as eligible to apply for acquisition under the Florida Greenways and Trails Acquisition Program.

The proposed project, as submitted by the Applicant, appears to have met all of the criteria set forth in Section 62S-1.300(1), F.A.C. This Certificate of Eligibility is valid for twelve (12) months from the date certified below.

DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF GREENWAYS AND TRAILS

By: _____

Print Name: _____

Title: _____

Date Certified: _____

VERIFICATION (to be completed by the Applicant):

The following shall be completed at the time an Application for Acquisition of Land is submitted to the Office of Greenways and Trails for the certified project:

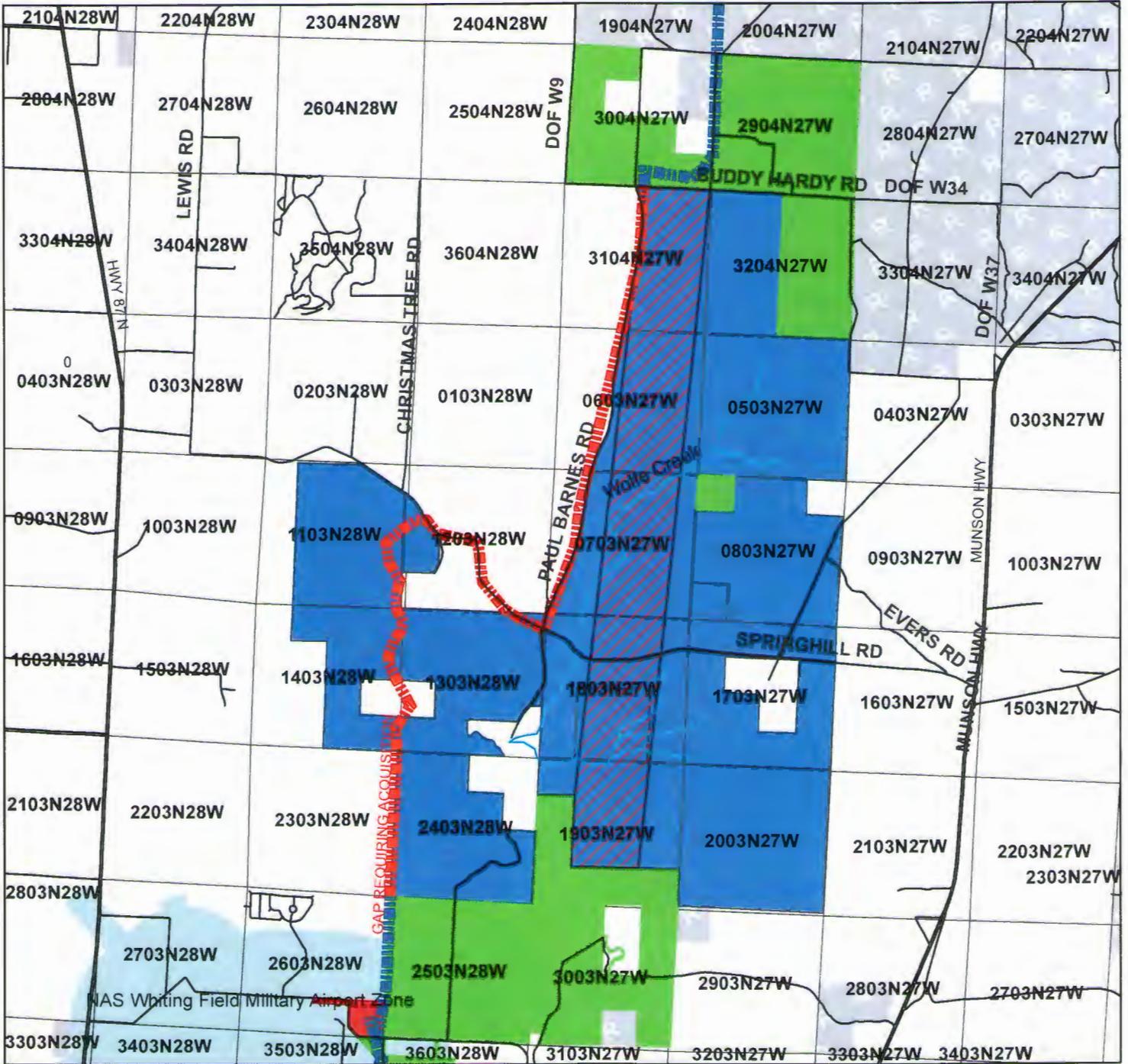
Applicant hereby confirms that all information provided in this Certificate of Eligibility remains the same. (If there are changes to the proposed project since this Certificate was issued, the project must be re-submitted to the Office of Greenways and Trails for eligibility certification.)

Signature of Applicant: _____ Date: _____

Santa Rosa County
Wolfe Creek Forest Gap
OGT Gap Analysis Priority



Wolfe Creek Forest Gap Section-Township-Range



- OGT Trail Priority STATUS**
- GAP NO ACQUISITION
 - GAP REQUIRING ACQUISITION
 - Proposed Trail Corridor Acquisition
- Gap_Acquisition_Parcel**

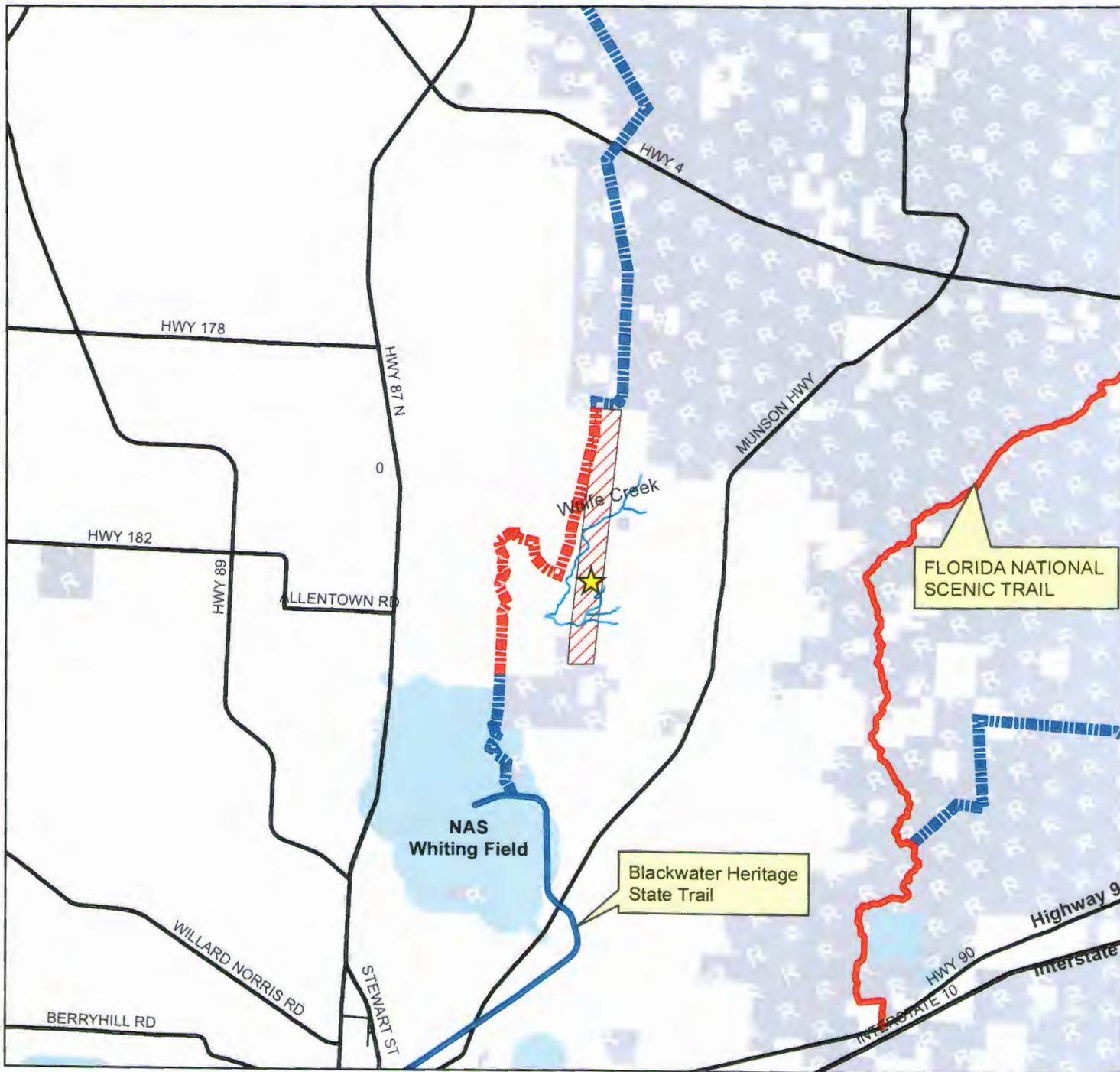
- OwnerName**
- CF FLORIDA LLC
 - SANTA ROSA COUNTY
 - STATE OF FLORIDA BOARD, TIITF/AGR-DIV FORESTRY; TIITF/STATE OF FLORIDA *State of Flori*
 - Section-Township-Range
 - State Lands
 - Military Airport Zones



1 in = 1 miles



Wolfe Creek Forest Gap General Location



NAME

- Florida National Scenic Trail
- Blackwater Heritage State Trail

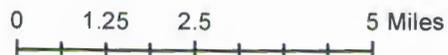
OGT Trail Priority

STATUS

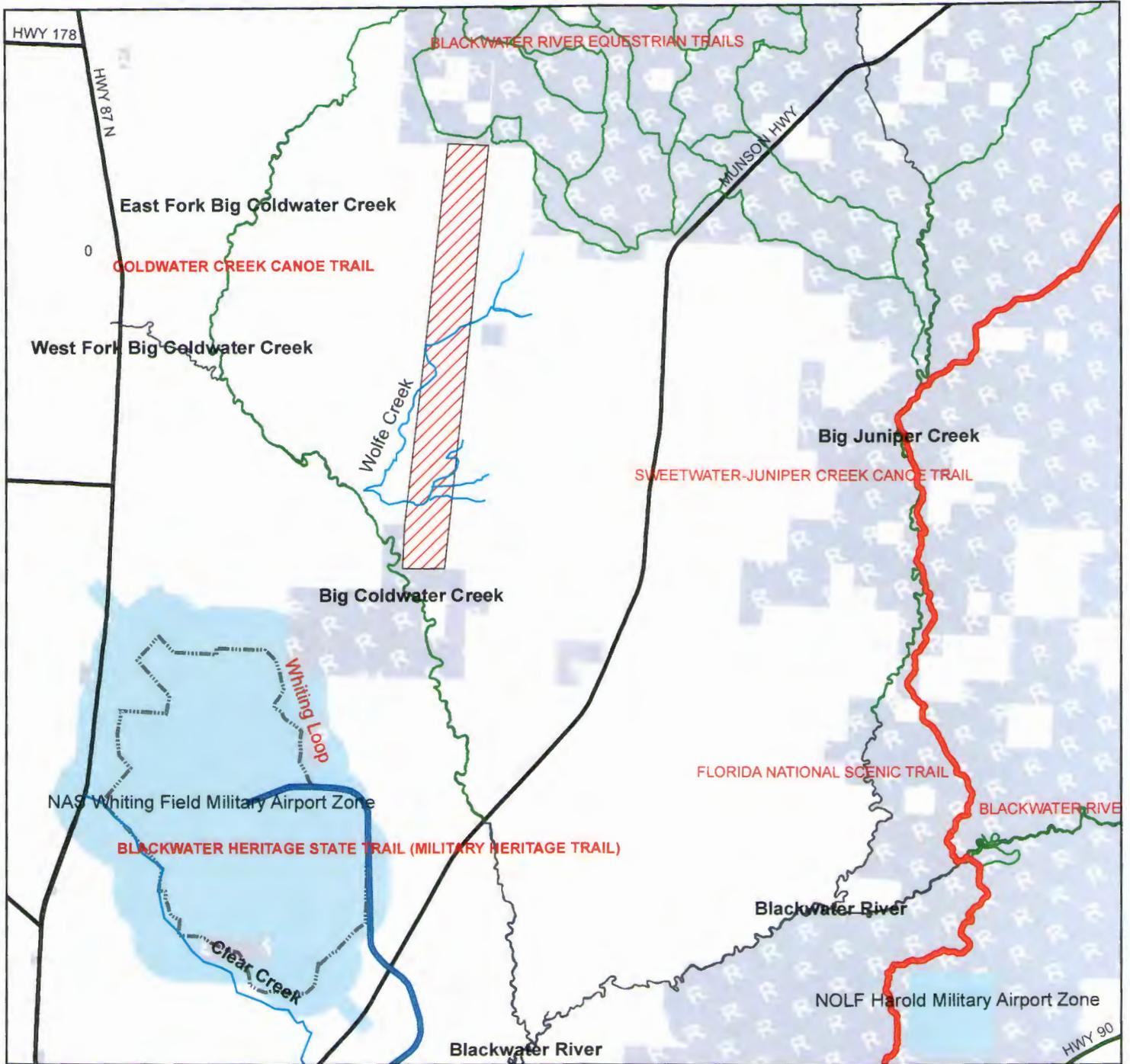
- GAP NO ACQUISITION
- GAP REQUIRING ACQUISITION
- Proposed Trail Corridor Acquisition
- State Lands
- Military Airport Zones



1 in = 3 miles



Wolfe Creek Forest Gap Recreational Opportunities

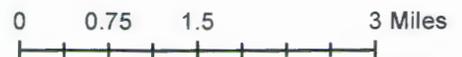


NAME

- Florida National Scenic Trail
- Blackwater Heritage State Trail
- Future Trails Options
- State Trails
- Proposed Trail Corridor Acquisition
- hydro3
- State Lands
- Military Airport Zones



1 in = 2 miles



No support documentation for this agenda item.

No support documentation for this agenda item.



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report

April 21, 2014

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 April 24, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of work order from Hatch Mott MacDonald in the amount of \$41,480.00 for the Peter Prince East Apron rehabilitation and Expansion. Funding will be 80% FDOT and 20% County. (Attachment A)
2. Discussion of Peter Prince T-Hanger project. (Attachment B)
3. Discussion of change order #1 to the contract with Panhandle Grading and Paving in the amount of \$25,173.40 for the Navarre Beach Causeway project. (Attachment C)
4. Discussion of contract with Volkert Inc. for engineering services in the amount of \$62,811.00 for site certification process for the Jeff Ates Road site. (Attachment D)
5. Discussion of work order from Baskerville Donovan in the amount of \$399,820.00 for the Holley by the Sea drainage study. Sections 1.0, 2.0, 3.0, 4.0 (Geotechnical & Environmental Services) (Attachment E)
6. Recommend approval of Construction Plans for Boracay Cove Subdivision, a 67 lot subdivision of a portion of Section 12, Township 1 North, Range 29 West, Santa Rosa County, Florida. (Working District 1) (Attachment F)

Location: 2 miles, more or less, West on U.S. 90 from the intersection of S.R. 281 (Avalon Boulevard), North on Evelyn Street, West on La Casa Circle, East on La Hacienda Drive, property at the end.
7. Recommend approval of Final Plat for New Haven Estates, a 23 lot subdivision a portion of Section 12, Township 2 South, Range 27 West, Santa Rosa County, Florida. (Working District 5) (Attachment G)

Location: 2-1/4 miles, more or less, West on East Bay Boulevard from Highway 87 South, property is on the South side of East Bay Boulevard.

WORK ORDER No. 005

Dated: _____, 2014

This Work Order is issued between **HATCH MOTT MacDONALD FLORIDA, LLC** ("CONSULTANT") and the **SANTA ROSA COUNTY** ("COUNTY") pursuant to the Contract for Professional Engineering and Design Services between the parties dated _____, 2011. This Work Order will encompass the development of the rehabilitation and expansion East Apron and Tie-Down area.

BACKGROUND:

This project consists of an overlay and crack fill of the existing East Apron / Tie- Down pavement area , plus an expansion of the tie-down area, including all necessary pavement markings and surface drainage.

The proposed repair/rehabilitation of the East Apron & Tie-down area and the associated expansion is part of the Airport Master Plan and ALP. Peter Prince Airport in 2013 has obtained funding from FDOT for the required design and Construction Administration services for this project. This repair, rehabilitation and construction of this project has been identified as the Airport's priority project for Fiscal 2014-2015 in support of its revenue generating initiatives. As per FDOT's State wide Airfield Pavement Management Report of May 2011, the referenced apron area has been identified having a poor condition with a PCI rating of 46.

The CONSULTANT has been requested to provide the required engineering and design related services for the Rehabilitation and Expansion of the East Apron and Tie – Down area at Peter Prince Airport.

SCOPE OF SERVICES TO BE PERFORMED:

CONSULTANT will perform the following services:

Task 1 – Project Kick-Off and Data Gathering

This task will include project kick-off, gathering and review of existing data and conditions. The consultant will gather existing as-built drawings, reports and record drawings of the work area as well as conduct a site inspection of the project area.

- Conduct a project kick-off meeting with the County designated key staff
- Gather and review existing engineering analysis, drawings and reports
- Conduct site inspection: Review and map existing conditions

Task 2 – Geotechnical Exploration

Geotechnical engineering and exploration.

Task 3– Construction Plans and Specifications

This task will involve preparation of plans and specifications necessary to rehabilitate and expand the asphalt portions of the existing East Aprons as shown on the attached conceptual site plan (Exhibit 1). Grading plan will include drainage improvements, structures and utilities necessary to serve the proposed apron expansion. Utility Connections will include water and sewer only. The plans will include, at a minimum, the following:

- Site Plan
- Site Demolition and Erosion Control Plan
- Site Geometry Plan
- Site Utility Plan
- Site Paving, Drainage and Grading Plan
- Details required for construction (i.e. drainage details, pavement details, etc.)
- Technical specifications clarifying construction materials, methods and standards required for the completion of the proposed improvements, which cannot be adequately detailed in the construction plans.

Task 4 – Permitting

This task will include preparation of permit applications and supporting plans and calculations for submittal to the following agencies:

Northwest Florida Water Management District: Grading Plan and Drainage calculations for Environmental Resource Permit.

This task will include any revisions stemming from agency reviews, certification of completion of construction to regulatory agencies as required to close permits and preparation of Record Drawings reflecting “as-built” conditions based on mark-ups provided by the contractor.

Task 5 – Advertising and Bid Support Services

- Develop Project Manual and assist in Bid advertisement.
- Prepare responses to RFI and Prepare Addenda for issuance
- Attends Bidders Conference
- Review Bids and prepare Bid Tabulation
- Prepare and submit Recommendation of Award

Task 6 – Construction Observation and Contract Administration

In the interest of public safety and to provide certification of completion of construction for regulatory agencies, the Engineer in responsible charge of the project, or an individual under their direct supervision, must make periodic observation of the construction efforts. We propose to provide the minimum level of Construction Observation and Contract Administration required for certification of completion to each regulatory agency.

- Attend Pre-Construction meeting with County and successful Contractor to coordinate construction efforts/program. Consultant to prepare minutes of pre-construction meeting.
- Attend Pre-Construction conference with County, FDOT, FAA and Contractor to discuss / review in details the requirements and responsibilities of various stakeholders. Consultant to prepare minutes of pre-construction conference.
- Receive and review shop drawing submittals from Contractor, determine conformance with the design and contract documents.
- Review and prepare response to RFI(s) received from Contractor.
- Conduct periodic site visits during construction and attend construction site meetings with Contractor.
- Evaluate Contractor’s schedule and progress

- Review Contractor's applications for payment and determine the amount owing to the Contractor and recommend in writing, payments to the Contractor in such amounts.
- Conduct Substantial Completion Inspection and develop punch list items as necessary.
- Perform Final inspection of the completed project and prepare Engineer's report.
- Review Contractor's Record information (i.e. As Built).
- Review Contractor's Closeout and Final payment.
- Prepare and submit required documents to FDOT and FAA indicating completion of the work and ready for agency inspections.

EXCLUSIONS

The following tasks are EXCLUDED from the CONSULTANT's scope of services:

- Topographic and Boundary Survey (provided by County)
- Geotech Testing for Asphalt
- On Site Construction Administration and Inspection Services

COMPENSATION:

Our lump sum fee for the afore-mentioned scope of services for the **East Apron Rehabilitation and Expansion, (Tasks 1 thru 7)** is **\$ 41,480.00.**

Detailed summary of hours and fees for this Work Order:

Task Description	Total Hours	Total Fees
Task 1, Conduct Kick-Off meeting/Gather Existing Information	20	\$1,970.00
Task 2, Geotechnical Exploration	LS	\$2,500.00
Task 3, Design, Construction Plans & Specifications	154	\$20,870.00
Task 4, Permitting/Agency Coordination	8	\$1,020.00
Task 5, Bid Support Services	26	\$4,180.00
Task 6, Construction Coordination and Contract Administration	46	\$7,280.00
Task 7, QA/QC	12	\$2,160.00
Sub - Total	266	\$39,980.00
Expenses (prints, copies, etc.)	-	\$ 1,500.00
Grand Total		\$41,480.00

As part of this task order, the County will make available, in both hard copy and electronic format the following information:

- As Built plans of existing affected areas in both CAD format and hard copy.

- Latest FDOT Pavement Management Report

Should additional services be required beyond those described in this Scope of Services, additional fees will be required and will be negotiated based on the schedule of hourly rates.

TIME OF PERFORMANCE:

CONSULTANT shall complete its performance of the Services with 4 - 8 months upon receipt of Notice to Proceed. The schedule would be coordinated and agreed upon with the County and "anticipated" participation of others including FDOT, FAA, etc.

ACCESS:

The County agrees to provide access to all airport owned facilities and all information required to consultant in conducting the Master Plan Update and T-Hangar Grading Plan and Stormwater Permitting project.

SCHEDULE OF HOURLY RATES:

The following rates are specific for this Work Order only and are valid through December 31, 2012:

Employee Classification	Hourly Rate
Principal Project Director	\$ 200.00
Senior Project Manager	\$ 170.00
Sr. Project Engineer	\$ 145.00
Project Engineer	\$ 110.00
Engineer I/II	\$ 100.00
CAD Technician II	\$ 75.00
Administrative Assistant III	\$ 45.00

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ATTEST:

HATCH MOTT MacDONALD FLORIDA, LLC

By _____
David Skipper, P.E. Vice President

ATTEST:

Santa Rosa County

By _____

2

BID OPENING
April 15, 2014
Milton, Florida

Present: Procurement Officer, Michael Schmidt representing SRC Engineering, John T Snell representing Design/Build Systems, Inc., Melissa L. Wright representing Birkshire Johnstone, LLC, Bo Rollins representing Cathy Construction & Development, Carmen Hurst representing Southeastern Construction, Inc., and Jonathon Ignacio representing Hatch Mott MacDonald. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open bids for the construction on T-Hangars at Peter Prince Airfield; bids were received from the following:

Peter Prince Airfield T-Hangars:

	<u>Base bid with alternate</u>
1. Birkshire Johnstone, LLC.	\$ 941,204.00
2. Slack Construction, Inc.	\$ 958,803.20
3. Cathy Construction & Development	\$1,105,350.00
4. Design/Build Systems, Inc.	\$1,197,582.00
5. Southeastern Construction, Inc.	\$1,204,650.00



**PANHANDLE
GRADING AND
PAVING,
INC.**

2665 Solo Dos Familiaf
Pensacola, FL 32534

ph(850)478-5250, fax(850)479-5901
email: bobby@panhandlepaving.com

March 31, 2014

Santa Rosa County

S.R. 30/ U.S. HWY 98 & CR-S399 Navarre Beach Causeway
Change Order #1 per FDOT Revisions

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL
1	Increase 8" Rock Base to 10" Rock Base	1050	SY	\$4.15	\$4,357.50
2	Increase 2" SP-12.5 to 3.5" SP-12.5	1000	SY	\$7.69	\$7,690.00
3	Change 1" SP-9.5 to 1" FC-5(PG76-22)	3871	SY	\$2.90	\$11,225.90
4	Irrigation Relocation	1	LS	\$1,600.00	\$1,600.00
5	Additional Bond Premium	1	LS	\$300.00	\$300.00

CHANGE ORDER TOTAL \$25,173.40

* unit prices are additions to the established unit prices in the contract.

April 1, 2014

Santa Rosa County, Florida
Board of County Commissioners
Attn: Mr. Mike Schmidt, P.E.
6495 Caroline Street
Milton, Florida 32570-4592

SUBJECT: Jeff Ates Road (160 Site) Site Certification Program
Santa Rosa County, Florida
Volkert Proposal 14-P0207

Mr. Schmidt,

For good and valuable consideration as set out herein and in accordance with attached *Standard Business Conditions*, Volkert shall perform only the following task for Santa Rosa County, Florida Board of County Commissioners (CLIENT), which comprise the entirety of Volkert's scope of services hereunder. In the absence of a written agreement to the contrary, Volkert shall not perform and shall not endeavor to perform, any other tasks than the following for Jeff Ates Road 160 Acre Site located in Santa Rosa County, Florida.

GENERAL REQUIREMENTS

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
1	Complete Site and Community Questionnaire.	Santa Rosa Co.	N/A
2	General location map with industrial park boundaries identified.	Santa Rosa Co.	N/A
3	Industrial park boundary map.	Santa Rosa Co.	N/A
4	Aerial Photography with industrial park boundaries identified.	Santa Rosa Co.	N/A
5	USGS 7½ minute quadrangle map (scale of 1:24,000) with industrial park boundaries identified.	Santa Rosa Co.	N/A
6	General transportation map including roads, rail, ports, and airports within a 50-mile radius of the industrial park.	Santa Rosa Co.	N/A

Office Locations:

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



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SITE AVAILABILITY

The industrial park must be available for sale or lease (with a documented price and terms) to prospective industrial investors. If the industrial park is only available for lease, the lease term must be a minimum of 25 years.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
7	<p>Documentation that ensures that the industrial park will be available for a period of at least two years. This must be one of the following:</p> <ul style="list-style-type: none"> • An appropriate real estate listing agreement authorizing an agent to offer the property for sale; • An option to purchase; • A contingency contract to purchase or lease; or • A letter from the owner (or its authorized representative) indicating the intent to sale or lease the property (if the property owner is also the applicant). 	Santa Rosa Co.	N/A
8	Letter from the owner or controlling entity stating a price, conditions of a sale or lease, and the length of time the property will be offered.	Santa Rosa Co.	N/A
9	Copy of the present deed(s) indicating the current ownership of the industrial park.	Santa Rosa Co.	N/A
10	County tax parcel map depicting the location and property boundaries of the industrial park.	Santa Rosa Co.	N/A
11	Recordable boundary survey for the industrial park.	Santa Rosa Co.	N/A
12	<p>Title attorney opinion or title insurance must be submitted that shows clear title to the industrial park (the title search must encompass at least the prior 50-year history). Documentation must indicate:</p> <ul style="list-style-type: none"> • The owner has a saleable interest in the property; • Any restrictions on the use of the property (covenants or easements); and • Any liens that may exist against the property. 	Santa Rosa Co.	N/A

SITE DEVELOPABILITY

The industrial park must be a minimum of 100 subdividable acres with at least one parcel in the park being a minimum of 20 developable¹, contiguous acres. The developable acreage must be located outside of the 100-year flood zone.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
13	Documentation of any known rights-of-way, easements (including conservation easements), judgments, liens, restrictive covenants, and any other items that might impact the industrial park's developability.	Santa Rosa Co.	N/A
14	a FEMA flood map(s) with panel number indicated and industrial park boundaries identified (electronic file).	Santa Rosa Co.	N/A

¹ "Developable" acres are those that have no impediments to development, or mitigation for any known impediments can be accomplished within 90 days. Environmental contamination issues must be remediated prior to certification.

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Attachment #	Documentation Required for Certification	Provided By	Cost (\$)	
	b	If there is filling in designated flood areas of the industrial park, the applicant must attach an engineer's certification that the filled areas are in compliance with local ordinances or other recognized standards.	N/A	N/A
	c	If filling is anticipated for the industrial park, the applicant must provide an engineer's estimate of the cost and schedule required to fill the flood areas.	N/A	N/A
15	a	Phase I Environmental Site Assessment (ESA), performed in accordance with ASTM Standard E1527-13. (New Standards Released 2013). Includes research and field work.	Volkert	\$4,545.00
	b	If there is indication of a recognized environmental concern, a Phase II ESA must be completed. No Phase II ESA Anticipated – If required, a supplemental agreement will be developed.	Volkert	N/A
	c	If the recognized environmental concerns are part of or will impact the acreage to be developed and the Phase II ESA indicates that these areas will need to be remediated, then remediation must be completed prior to certification. Not expected if required, a supplemental agreement will be developed.	Volkert	N/A
16	a	National Wetland Inventory (NWI) map with industrial park boundaries identified (electronic file).	Santa Rosa Co.	N/A
	b	Submit a Desktop review for a preliminary Jurisdictional Determination (JD) to the US Army Corps of Engineers. If field work is required to receive the JD it will be performed by a supplemental agreement.	Volkert	\$870.00
	c	Submit a Desktop review for a preliminary Jurisdictional Determination from NFWFMD. If field work is required to receive the JD it will be performed by a supplemental agreement.	Volkert	\$871.00
	d	Wetland mitigation plan development (including costs and a schedule). If required, a supplemental agreement will be developed.	Volkert	N/A

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)	
17	a	Documentation indicating the presence and location of federal and state rare and endangered plant and animal species must be submitted. Mapping will detail location of listed species. This will be used for Concurrence communication with regulatory agencies. Includes background research and field work.	Volkert	\$9,000.00
	b	Acknowledgement letter from U.S. Fish and Wildlife Service.	Volkert	\$1,741.00
	c	Acknowledgement letter from the Florida Fish and Wildlife Conservation Commission.	Volkert	\$1,741.00
	d	Develop mitigation plan, including costs and a schedule. If required, a supplemental agreement will be developed.	Volkert	N/A
18	a	Documentation including report(s) and map(s) indicating the presence and location of archaeological findings, historic sites, or structures must be submitted.	Volkert / Brockington	\$9,217.00

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	b	An acknowledgement letter from the State Historical Preservation Officer (SHPO) should accompany the report(s). ²	Volkert / Brockington	Included Above
	c	Develop a mitigation plan, including costs and a schedule. If required, a supplemental agreement will be developed.	Volkert / Brockington	N/A
19	a	County soil survey with industrial park boundaries identified (electronic file).	Santa Rosa Co.	N/A
	b	Geotechnical study documenting that the industrial park's soil characteristics are compatible with industrial development must be submitted. The study should indicate a specific Seismic Site Class per current International Building Code (IBC). Classification can be based on soil boring up to 100 feet, shear wave velocity, or geophysical methods. It is required that communities do one drilling per 50 acres, but no fewer than four drillings, and no more than 16 drillings. The exception to this would be if considerable wetlands were on the site rendering a large amount of acreage unsuitable for development.	Volkert / NOVA	\$8,348.00
20		Topographic survey or topographic analysis of the industrial park indicating the two-foot contours of the industrial park. ³ LIDAR file to be provided.	Santa Rosa Co.	N/A
21	a	Engineer's cost and schedule estimate of the clearing, grubbing, and grading of a building pad on the industrial park. To complete this estimate, the applicant should assume a graded pad of 300 feet by 500 feet.	Volkert	\$1,000.00
	b	Provide a visual indicating the location of the proposed pad in the industrial park. Location/Layout to be coordinated with Santa Rosa County Economic Development Council and Santa Rosa County Engineering.	Volkert	\$2,500.00

² If a community has completed an archaeological and historical investigation on the industrial park, and they have received a letter from SHPO stating no additional cultural resource surveys are necessary, then the community does not have to redo the archaeological and historical study.

³ Aerial LIDAR surveys are acceptable.

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ZONING

The industrial park must be zoned appropriately or be able to be rezoned for industrial use within 90 days (if applicable).

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
22	Map illustrating the current zoning for the industrial park and surrounding area. If there is no zoning in the jurisdiction, please attach a comprehensive or long-range plan and/or map.	Santa Rosa Co.	N/A
23	a If there is zoning in the jurisdiction, provide a document that indicates the industrial park's current zoning description and outlines the acceptable uses under the current zoning description.	Santa Rosa Co.	N/A
	b If the zoning for the area surrounding the industrial park is different than the zoning for the industrial park itself, a description of allowable uses under current zoning classifications for surrounding property must also be submitted.	Santa Rosa Co.	N/A
24	Letter of willingness from authorized personnel to consider a change to the industrial park's zoning (if applicable). The letter should include an outline of the rezoning process specifying all steps and timeline. The rezoning process must be able to be completed within 90 days.	Santa Rosa Co.	N/A

TRANSPORATION

The industrial park must be directly served or be able to be served within six months by a road that is compatible with standards for tractor-trailer access (80,000 pounds / 20,000 pounds per axle).

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
25	a Map indicating the route from the industrial park to the closest interstate that also denotes: <ul style="list-style-type: none"> • Any bridges that must be crossed, and the weight limit of those bridges; and • Any underpasses that occur along the route, and the height and width clearances of those underpasses. 	Santa Rosa Co.	N/A
	If the route does not completely allow for tractor-trailer access, the applicant must submit the following:		
	b	Letter of Intent from appropriate authority stating access will be upgraded to required standards. This letter should contain specific details about all road improvements necessary to allow access to the industrial park.	Santa Rosa Co.
c	Plan including itemized cost and schedule estimates for making all necessary upgrades to the industrial park access. All necessary upgrades must be able to be completed within six months.	Santa Rosa Co.	N/A

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To market the industrial park as rail-served, the industrial park must be served or be able to be served within 12 months by rail.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
26	a	Map of existing rail infrastructure.	Santa Rosa Co. N/A
	b	Letter from the rail provider indicating its feasibility and willingness to provide rail access to the industrial park.	Santa Rosa Co. N/A
	c	Potential rail layout for the industrial park with industrial park boundaries identified.	Santa Rosa Co. N/A
	d	Plan (including the route, a cost, and a schedule) for providing rail to the industrial park. Rail extension must be able to be completed within 12 months.	Santa Rosa Co. N/A
	e	Proof that rights-of-way for a rail extension are under control with either a Letter of Intent from the owner(s) or an option (if applicable).	Santa Rosa Co. N/A

UTILITIES

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
27	<p>Infrastructure map(s) identifying the following:</p> <ul style="list-style-type: none"> The location and voltage of the nearest electric infrastructure serving the industrial park. The location and size of the nearest natural gas line(s) serving the industrial park. The location and size of the nearest water line(s) serving the industrial park. The location and size of the nearest wastewater line(s) serving the industrial park. The location of the nearest telecommunication infrastructure serving the industrial park. 	Santa Rosa Co.	N/A

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The industrial park must be served or be able to be served within six months by industrial quality power (a minimum of three-phase electric service).

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
28	a Letter from the electric supplier(s) addressing availability and time required to supply three-phase electric service to the industrial park, the location and voltage of the nearest electric infrastructure serving this industrial park, and the ability to serve the industrial park with transmission-level service.	Santa Rosa Co.	N/A
	If three-phase electric service is not within 500 feet of the industrial park, the applicant must <i>also</i> submit:		
	b Letter from the electric supplier(s) (items can be addressed in letter included in 28a): <ul style="list-style-type: none"> Identifying the route of proposed extension; Identifying rights-of-way and ownership and describing the acquisition process; and Providing a rough cost estimate and a timeline to extend electric infrastructure to the industrial park. 	Santa Rosa Co.	N/A
	c Engineer's detailed plan for extending three-phase electric infrastructure to the industrial park. The plan must include a visual indicating the proposed extension, and itemized cost estimate, and a schedule. Three-phase electric service extension must be able to be completed within six months. Includes Research and Coordination with Gulf Power.	Volkert	\$2,000.00
d Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. No documentation is needed if proposed extension(s) is along a public right-of-way (i.e., state or county roads).	Santa Rosa Co.	N/A	

The site must be served or be able to be served within six months by natural gas.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
29	a Letter from the natural gas supplier(s) indicating the size of the natural gas line(s), feasibility for serving the site, and reliability of supply.	Santa Rosa Co.	N/A
	If natural gas infrastructure is not within 500 feet of the site, the applicant must <i>also</i> submit:		
	b Letter from the natural gas supplier(s) (items can be included in letter supplied in 29a): <ul style="list-style-type: none"> Identify the route of proposed extension; Identify rights-of-way and ownership and describing the acquisition process; and Providing a rough cost estimate and a timeline to extend natural gas infrastructure to the site. 	Santa Rosa Co.	N/A
	c Engineer's detailed plan for extending natural gas infrastructure to the site. The plan must include a visual indicating the proposed extension, and itemized cost estimate, and a schedule. Natural gas extension must be able to be completed within six months. Includes Research and Coordination with City of Milton.	Volkert	\$1,808.00
d Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. No documentation is needed if proposed extension is along a public right-of-way (i.e., state or county roads).	Santa Rosa Co.	N/A	

The industrial park must be served or be able to be served within six months by water infrastructure and a water system with a minimum excess capacity of at least 300,000 gallons per day.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)	
30	<p>Letter from the water service provider addressing the following:</p> <ul style="list-style-type: none"> • The provider is willing and able to provide appropriate service to the industrial park. • The industrial park is within 500 feet of existing water infrastructure that can supply 300,000 gallons per day. (Indicate the location, size, and capacity of the existing water infrastructure that will serve the industrial park as well as the static and residual pressures in the vicinity of the industrial park.) • There is a minimum of 300,000 gallons per day of excess permitted capacity available. (Indicate the permitted capacity, allocated capacity, and peak utilization of the existing water treatment system as well as any available water storage capacity in the vicinity of the industrial park. List any encumbrances on the excess capacity including all known requests for additional capacity.) 	Santa Rosa Co.	N/A	
	If the water infrastructure to supply 300,000 gallons per day is not within 500 feet of the industrial park, applicant must <i>also</i> submit:			
	b	<p>Letter from the water service provider (items can be included in letter supplied in 30a):</p> <ul style="list-style-type: none"> • Identifying the route of proposed extension; • Identify rights-of-way and ownership and describing the acquisition process; and • Providing a rough cost estimate and a timeline to extend water infrastructure to the industrial park. 	Santa Rosa Co.	N/A
	c	<p>Engineer's detailed plan for extending water infrastructure to the industrial park. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and a schedule. Water extension must be able to be completed within six months. Includes Research and Coordination with East Milton Water System.</p>	Volkert	\$3,224.00
	d	<p>Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. No documentation is need if proposed extension is along a public right-of-way (i.e., state or county roads).</p>	Santa Rosa Co.	N/A
If the water system is not capable of providing 300,000 gallons per day, the applicant must <i>also</i> submit:				
e	<p>Engineer's detailed plan for expanding the existing water treatment system. The plan must include an itemized cost estimate and a schedule. Water system expansion must be able to be completed within six months, including permitting.</p>	Santa Rosa Co.	N/A	

The industrial park must be served or be able to be served within six months by wastewater infrastructure and a wastewater treatment plant with a minimum excess capacity of 200,000 gallons per day.⁴

Attachment	Documentation Required for Certification	Provided	Cost (\$)
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⁴ Septic tanks are not an acceptable wastewater treatment solution.

#		By	
	<p>A letter from the wastewater treatment service provider addressing the following:</p> <ul style="list-style-type: none"> The provider is willing and able to provide appropriate service to the industrial park. The industrial park is within 500 feet of existing wastewater infrastructure that can accommodate 200,000 gallons per day. (Indicate the location, size, and capacity of the existing collection lines that will serve the industrial park as well as the size and excess capacity of existing or proposed pumping facilities that are necessary to serve the industrial park.) There is a minimum of 200,000 gallons per day of excess permitted capacity available. (Indicate the permitted capacity, allocated capacity, average utilization, and peak utilization of the existing wastewater treatment plant as well as the type of treatment technology that is presently in use at the treatment facility. List any encumbrances on the excess capacity including all known requests for additional capacity.) 	Santa Rosa Co.	N/A
<p>If the wastewater infrastructure to handle 200,000 gallons per day is not within 500 feet of the industrial park, the applicant must <i>also</i> submit:</p>			
31	<p>Letter from the wastewater service provider (items can be included in letter supplied in 31a):</p> <ul style="list-style-type: none"> Identify the route of proposed extension; Identify rights-of-way and ownership and describing the acquisition process and Providing a rough cost estimate and timeline to extend wastewater infrastructure to the industrial park. 	Santa Rosa Co.	N/A
	<p>Engineer's detailed plan for extending wastewater infrastructure to the industrial park. The plan must include a visual indicating the proposed extension, and itemized cost estimate, and a schedule. Wastewater extension must be able to be completed within six months. Includes Research and Coordination with City of Milton.</p>	Volkert	\$3,225.00
	<p>Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. No documentation is needed if proposed extension is along public right-of-way (i.e., state or county roads).</p>	Santa Rosa Co.	N/A
<p>If the wastewater treatment plant is not capable of providing 200,000 gallons of treatment capacity per day, the applicant must <i>also</i> submit:</p>			
	<p>Engineer's detailed plan for expanding the existing wastewater treatment plant. The plan must include an itemized cost estimate and a schedule. Wastewater treatment plant expansion must be able to be completed within six months, including permitting.</p>	Santa Rosa Co.	N/A

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The industrial park must be served or be able to be served by a minimum of DS-1 or T-1 telecommunications infrastructure.

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
32	a Letter from the service provider(s) indicating all of the types of service available at the industrial park.	Santa Rosa Co.	N/A
	If telecommunications infrastructure is not within 500 feet of the industrial park, the applicant must also submit:		
	b Engineer's detailed plan for extending telecommunications infrastructure to the industrial park. The plan must include a visual indicating the proposed extension, and itemized cost estimate, and a schedule. Telecommunications extension must be able to be completed within six months. Includes Research and Coordination with Southern Lights.	Volkert	\$2,000.00
c Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. No documentation is needed if proposed extension is along a public right-of-way (i.e., state or county roads).	Santa Rosa Co.	N/A	

OTHER REQUIREMENTS

Attachment #	Documentation Required for Certification	Provided By	Cost (\$)
33	Master Development Plan that shows the location of park access roads, easements, utilities (existing and proposed), and proposed lot locations and sizes (total and developable acreage) must be submitted. The Master Development Plan should take into consideration and note the location of development limitations, such as wetlands, floodplains, and permanent easements. Master Development Plan to be coordinated with Santa Rosa County Economic Development Council and Santa Rosa County Engineering. Volkert will develop two Master Development Plan options for review.	Volkert	\$5,000.00
34	Set of draft protective covenants that at a minimum address the following: building type, landscaping, parking, outdoor storage, setbacks specifications, and sign control must be submitted. Draft protective covenants to be coordinated with Santa Rosa County Economic Development Council and Santa Rosa County Engineering.	Volkert	\$1,941.00

Project Meeting Schedule		Cost (\$)
1	Consultant Coordination Meeting for Report Preparation and Formatting	\$1,260.00
2	60% Project Completion Status Update and Scheduling Meeting	\$ 630.00
3	90% Project Completion Status Update and Scheduling Meeting	\$ 630.00
4	BCC Update Meeting	\$ 630.00
5	Draft Project Completion Report Review Meeting	\$ 630.00

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL/ENGINEERING SERVICES LISTED ABOVE IS \$62,811.00

VOLKERT

Five copies of the final report are included in the lump sum fee. Any additional copies requested will be produced at the cost of \$0.10 per page.

We appreciate the opportunity to present this proposal and look forward to working with you to the successful completion of this project. If you have any questions, please contact me at your convenience.

Sincerely,

Volkert, Inc.



Buddy Covington
Vice President
Environmental Services

ACCEPTANCE OF PROPOSAL NO. 14-P0207 FOR SANTA ROSA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS:

Signature

Date

Printed Name and Title

SS# or Tax ID #

Signature required by an officer with authority to legally bind the organization into this agreement. Signature of this document authorizes Volkert, Inc. to access the property to perform the environmental/engineering services contained in this scope of work.

**SANTA ROSA COUNTY
HOLLEY BY THE SEA
DRAINAGE IMPROVEMENTS PROJECT**

SCOPE OF ENGINEERING AND SURVEYING SERVICES

GOALS AND OBJECTIVES:

The intent of this project is to provide professional services to Santa Rosa County for watershed studies, feasibility and alternative analysis, and designs of drainage improvements within the Holley by the Sea development. The watershed study shall be organized into a report to provide an overall view of drainage within Holley by the Sea with an emphasis on identifying projects that will alleviate flooding or improve drainage conditions. The projects identified will be ranked and categorized as either phased or independent projects. Independent projects will be considered for preparation of construction documents throughout the project as directed by Santa Rosa County.

WORK SCOPE ELEMENTS:

The project will consist of three phases: I. Data Collection and Inspection, II. Watershed Modeling and Report and III. Surveying and Design Services. In general, the first phase is used to collect all accessible information about drainage at Holley by the Sea and prepare for input into a hydraulic model.

The second phase begins with development of an existing conditions model to identify the possible causes for flooding. Different solutions will be evaluated at each point in the system identified as a potential for flooding to determine the upstream and downstream effects. The results of this alternative analysis will be presented in the form of a project list categorized into projects that can be constructed independently and projects that should be phased because of potential negative upstream or downstream effects.

The third phase of the project is surveying and design services to develop construction drawings for projects identified during the previous two phases. These services will focus on projects identified in the watershed report.

PHASE I – DATA COLLECTION AND INSPECTION

Task 1 OBTAIN PERTINENT MAPS AND DATA

This task shall consist of researching and obtaining background maps and data of the drainage basin from Santa Rosa County, Northwest Florida Water Management District (NFWFMD), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT) and other State and Federal agencies. The maps and data shall include, but not necessarily be limited to, engineering reports, basin studies, existing and future land uses,

construction plans, soil surveys, flood gauge records, rainfall records, vertical and horizontal control data, aerial and topographic and Lidar maps, FIRM maps, and tax maps. The maps and data will be compiled, logged, scanned and documented as necessary for utilization in the Project Report.

Task 2 PROBLEM AREA MAPPING

This task shall consist of mapping of problem areas identified in Task 1. The map will identify the frequency, severity, and duration of flooding problems based upon collected data

Optional Services: GIS Formatting

The problem area map will be compiled into GIS format utilizing the parcel data for location purposes. Data fields will be coordinated with County staff and incorporate frequency, severity, and duration of flooding problems. A GIS template will be created and submitted to Santa Rosa County for approval prior to initiating GIS layer development.

Task 3 INSPECTION, INVENTORY AND CATALOGUE OF DRAINAGE FACILITIES

The primary drainage system, pipes or drainage ways with conveyance equal to or greater than a 24-inch pipe, will be inspected to develop the inputs for the hydraulic model, including Manning's n coefficients, pipe sizes, horizontal location, and vertical location. To reduce the inventory time, the horizontal and vertical location will use existing data to the maximum extent possible. In areas with well documented As-Builts or surveys, the existing information will be field verified for accuracy prior to input into the hydraulic model. In areas where existing data is insufficient for model development the infrastructure will be field measured. An overall map of the existing drainage system shall be compiled for inclusion in the initial report of findings.

Optional Services: GIS Formatting

This task shall consist of inventory of the drainage systems within the study area. Based on the maps and data compiled in Task 2, field inspections of the primary drainage systems shall be conducted to catalog location, dimensions, access and condition as well as accuracy and completeness of the available data. Drainage outfalls shall be identified and recorded. Digital photos shall be taken at each located structure and drainage conveyance. Additional photos shall be taken as necessary to illustrate adequate details. The catalogue nomenclature of the inspected features and accompanying photographs shall be based on a format approved by Santa Rosa County. The recommended catalogue nomenclature format shall be submitted and approved by Santa Rosa County before proceeding with the catalogue work. The primary drainage system and inspection data will be incorporated into GIS layers and overlaid on the contoured aerial maps obtained from Santa Rosa County.

Task 4 INITIAL ANALYSIS AND REPORT OF FINDINGS

The data and field reports shall be reviewed and an initial evaluation shall be performed to

identify potential drainage deficiencies. The analysis shall consider documented drainage problems identified in Task 2. A report of findings shall be prepared and submitted to Santa Rosa County for review and discussion. The report shall include a sample of the problem area identification and solutions for the Project Report. This step is to ensure that the findings in the evaluation remain pertinent to the overall goal of the project, to construct improvements that will alleviate flooding in Holley by the Sea. A meeting with Santa Rosa County shall be conducted to review the report of findings and define survey requirements for any Phase III work identified at this stage of the project.

Task 5 PUBLIC INVOLVEMENT

This task will include planning, preparation, and collection of public information to facilitate input from residents. A voicemail box and email account will be setup to collect input from the public. Input received from the public will be compiled and discussed with County staff.

PHASE II – WATERSHED MODELING, FEASIBLE ALTERNATIVES AND PROJECT REPORT

Task 6 EXISTING CONDITIONS MODEL SET UP

This task includes development of the existing condition models for the sub-basins based on a template supplied by Santa Rosa County. System schematics will be prepared from the obtained data. Once the schematics are established and verified, watershed basin and sub-basin boundaries shall be determined. Prior to construction of the model initial curve numbers and routing techniques will be discussed and approved by engineering staff. The ICPR model will be developed and include all nodes, cross sections, pipes, etc. to model the existing primary drainage system. A meeting will be conducted with Santa Rosa County to discuss results of the evaluations and identify existing model revisions prior to performing model simulations.

Task 7 CALIBRATION AND VERIFICATION OF MODEL

The model simulations will be set up in accordance with the standard control parameters. Design storms shall be simulated for the 10, 25, and 100-year critical duration rainfall events. Following successful routing of storm events the models will be calibrated from the best available data, which could be limited to high water marks and eye witness reports. Hydrologic parameters that may be adjusted for calibration include unit hydrograph, peak rate factors and runoff CN numbers. Hydraulic parameters that may be adjusted for calibration include roughness coefficients, and baseflow rates. Following completion of the model calibrations the preliminary model setup phase shall be concluded with a submittal and meeting with Santa Rosa County to discuss the methods used in the calibration task and the results of the calibration.

Task 8 CONCEPTUAL SOLUTIONS, ALTERNATIVES AND DRAFT REPORT

Feasible alternatives shall be developed to address flooding conditions identified in the existing condition models. The alternatives shall identify the size and location of retention/detention

facilities and conveyance improvements. Land acquisitions to implement the improvements as well as permitting constraints shall also be identified. Model simulations of the feasible alternatives shall be prepared for the model setup in Task 7. A review of the results shall include comparison of the maximum stages and flow rates for each storm event for the existing and improvement conditions. Preliminary cost estimates shall be prepared for the feasible alternatives. The alternatives shall be evaluated and scored using a decision matrix developed with Santa Rosa County Staff. Following completion of the scoring, the draft Project Report shall be prepared and submitted to Santa Rosa County. A meeting will be conducted with Santa Rosa County to discuss finding and recommendations.

Task 9 **FINAL SIMULATIONS AND REPORT**

The review comments from the Task 8 meetings will be incorporated into the models and report. The final model simulations shall be run and the model report shall be prepared. The final report of the Holley by the Sea watershed shall be prepared and submitted.

Optional Services: GIS Floodplain maps for the 100 year storm critical storm event for the existing and proposed conditions will be delivered in GIS format.

PHASE III – ENGINEERING AND SURVEYING SERVICES

Task 10 **PROJECT SCHEDULING**

This task shall include the categorization of projects identified in the Project Report as independent projects (Stage I) and phased projects (Stage II). Stage I projects include those which will not conflict with other projects and can be performed immediately. Stage II projects are projects identified in the Project Report that are dependent upon other improvements and require phasing. All categories of projects will be put into a proposed schedule, considering immediate needs, funding, and potential impact to the overall watershed. A meeting will be conducted with Santa Rosa County to discuss project scheduling and recommendations.

Task 11 **STAGE I PROJECT DESIGN**

This task shall include engineering and surveying services for projects categorized as Stage I projects as requested by Santa Rosa County. The Consultant shall coordinate with County Staff to develop of a scope of work and negotiate fees for the projects. The scope of work may combine individual Stage I projects. For each individual project, the following associated work shall be completed with this task:

- Prepare 65%, 95%, and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, wetland delineations, utility relocations, and other design considerations necessary for a complete design.
- Prepare permit applications as necessary to complete the projects including, but not limited to, potable water, sanitary sewer, wetland impacts and stormwater facilities.
- Coordinate proposed improvements with Santa Rosa County staff, Holley-Navarre Water

- and Sewer, Gulf Power, and other utility providers that may be impacted by the projects.
- Prepare cost estimates and bid documents. Assist Santa Rosa County with the bidding process.
 - Provide engineering services during construction and inspection, as requested and necessary to prepare permit certifications.

Task 12 STAGE II PROJECT DESIGN

This task shall include engineering and surveying services for projects categorized as Stage II projects as requested by Santa Rosa County. The Consultant shall coordinate with County Staff to develop of a scope of work and negotiate fees for the projects. The scope of work may combine individual Stage II projects. For each individual project, the Consultant shall complete the following work associated with this task:

- Prepare 65%, 95%, and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, utility relocations, and other design considerations necessary for a complete design.
- Prepare permit applications as necessary to complete the projects including but not limited to potable water, sanitary sewer, and stormwater facilities.
- Coordinate proposed improvements with Santa Rosa County staff, Holley-Navarre Water and Sewer, Gulf Power, and other utility providers that may be impacted by the projects.
- Prepare cost estimates and bid documents. Assist Santa Rosa County with the bidding process.
- Provide engineering services during construction and inspection, as requested and necessary to prepare permit certifications.

Task 13 SEWER TANK ABATEMENT PROGRAM

This task shall include coordination with state and local agencies to investigate funding sources to abandon existing septic systems as part of this project. The purpose of the funding is for design, bidding, and construction services for constructing gravity sewer mains, lift stations, forcemains, and other components for the purpose of abating existing septic tanks within the watershed. Engineering and surveying design services for the septic tank abatement program shall be included in the scope as Stage II Projects outlined in Task 12.

DELIVERABLES

Four (4) hard copies and one (1) digital copy (PDF format) of the final Project Report and documentation shall be provided. One (1) digital copy of the ICPR model data of the existing and improvement conditions shall be provided. One (1) digital copy of any optional GIS material selected from the project. Submittal deliverables and schedules for Stage I and Stage II projects will be included in the Scope of Work for those individual projects.

PROJECT SCHEDULE

Task 1 shall be complete within 45 calendar days following issuance of Notice to Proceed. Tasks 2 and 3 shall be complete within 60 calendar days following completion of Task 1. Task 4 shall be complete within 60 calendar days following completion of Tasks 2 and 3. Task 6 shall be complete within 45 calendar days following receipt of comments from Task 4 review. Task 7 shall be complete within 45 calendar days following receipt of comments from Task 6 review. Task 8 shall be complete within 75 days following receipt of comments from Task 7 review. Task 9 shall be complete with 45 calendar days following receipt of comments from Task 8 review.

Schedules for Stage I and II projects will be included in the scope of work for those projects.

FEE PROPOSAL FOR:

April 15, 2014

**Holley by the Sea
Drainage Improvements Project**

Santa Rosa County

PREPARED BY: MDI



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main Street
Pensacola, FL 32502
850-438-9661

1.0 ENGINEERING SERVICES		
PHASE I		\$ 73,055.00
PHASE II		\$ 178,805.00
	Subtotal =	\$ 251,860.00

2.0 SURVEYING SERVICES		
PHASE I		\$ 41,550.00
	Subtotal =	\$ 41,550.00

3.0 DESIGN SERVICES		
STAGE I ENGINEERING		\$ 57,660.00
STAGE I - SURVEYING		\$ 18,750.00
	Subtotal =	\$ 76,410.00

4.0 SUPPORT SERVICES BUDGET		
GEOTECHNICAL SERVICES BUDGET		\$ 10,000.00
ENVIRONMENTAL SERVICES BUDGET		\$ 20,000.00
STAGE II - SURVEYING BUDGET		\$ 30,000.00
	Subtotal =	\$ 50,000.00 30,000

5.0 OPTIONAL SERVICES		
PHASE I - GIS		\$ 130,825.00
PHASE II - GIS		\$ 10,220.00
	Subtotal =	\$ 150,045.00

SUMMARY OF FEES		
LUMP SUM ENGINEERING FEE		\$ 309,520.00
LUMP SUM SURVEY FEE		\$ 60,300.00
SUPPORT SERVICES BUDGET		\$ 30,000.00
OPTIONAL SERVICES FEE		\$ 150,045.00
TOTAL FEES		\$ 569,865.00

399,820.00

6



**BORACAY
COVE**

KEYSER LN

PENNINGTON LN

EASTER ST

EVELYN ST

LA CASA CIR

GREGG AV

EVELYN ST

SCHOOL LN

METRON WAY

HIGHWAY 90

HIGHWAY 90

POIRTER

CYRIL DR

BELL LN

PEADEN RD

SANTA VILLA DR

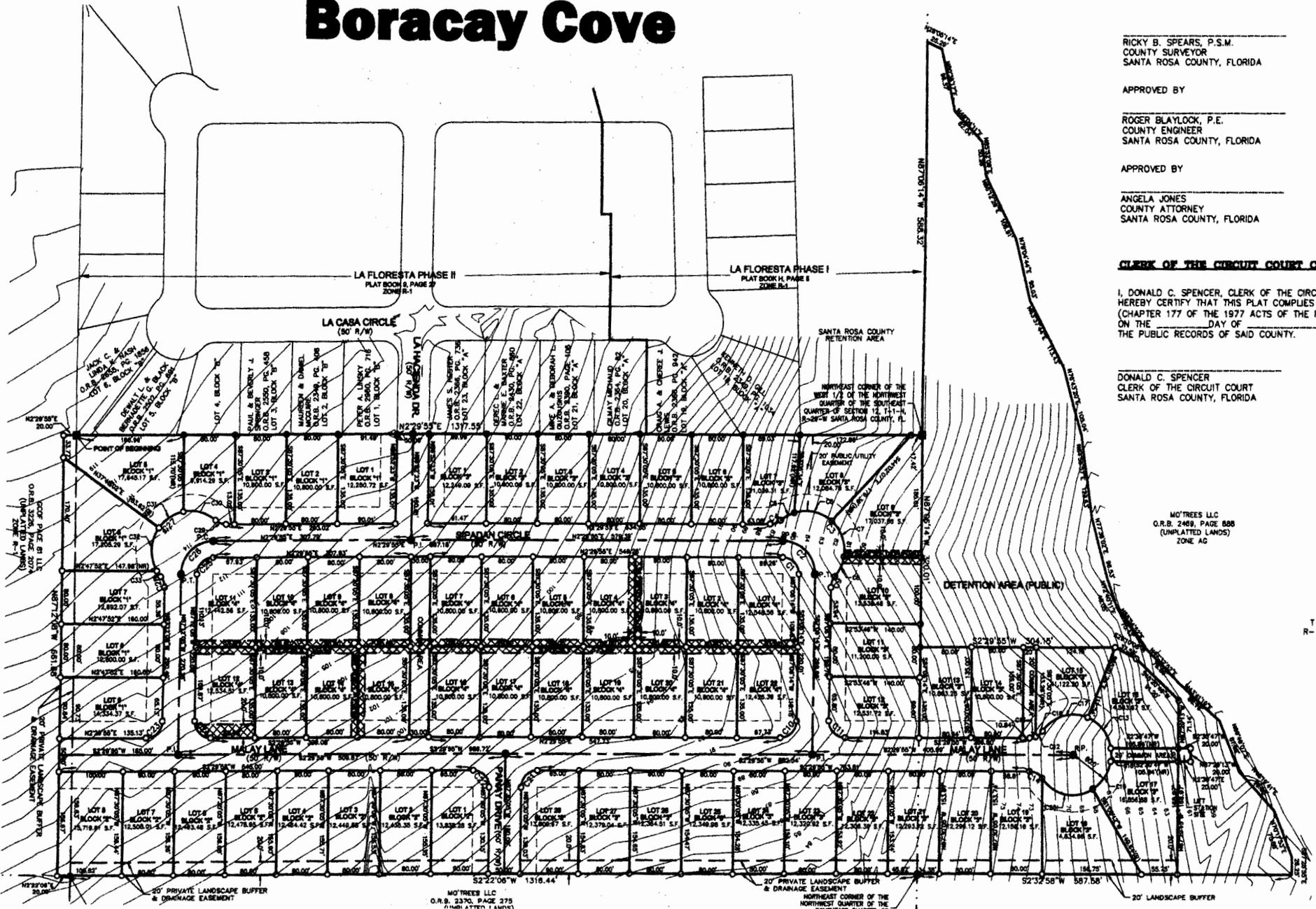
TAMARIND DR

STRUTH LN

GREATPINE DR

SUNSET DR

Boracay Cove



RICKY B. SPEARS, P.S.M.
COUNTY SURVEYOR
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ROGER BLAYLOCK, P.E.
COUNTY ENGINEER
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ANGELA JONES
COUNTY ATTORNEY
SANTA ROSA COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT OF

I, DONALD C. SPENCER, CLERK OF THE CIRCUIT COURT HEREBY CERTIFY THAT THIS PLAT COMPLIES (CHAPTER 177 OF THE 1977 ACTS OF THE FLORIDA LEGISLATURE) ON THE _____ DAY OF _____, 2017, THE PUBLIC RECORDS OF SAID COUNTY.

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

MO'TREES LLC
O.R.B. 2469, PAGE 686
(UNPLATTED LANDS)
ZONE AG

MO'TREES LLC
O.R.B. 2370, PAGE 275
(UNPLATTED LANDS)



GRAND BAY CT

PIRATES WAY

GALLEON DR

TEEPEE RD

JEWELL RD

EAST BAY BLVD

**NEW HAVEN
ESTATES**

BACKJACK DR

BREWSTER ST

HEMLOCK DR

PEPPER DR



Public Services Committee

Chaired by:
Lynchard

Meeting:
April 21, 2014, 9:00 A.M.

AGENDA

Development Services

1. Recommend that the Board award the bid for the SHIP Emergency Repair project to the lowest bidder, Kyser Siding & Construction, Inc. The bid amount of \$9,850, exceeds the maximum emergency repair limit of \$10,000. The total project cost and lien would be \$10,611.95.
2. Recommend approval of the SHIP second mortgage subordination request for the property located at 4373 Pine Villa Circle, Pace.
3. Recommend approval of the SHIP second mortgage subordination request for the property located at 6495 Skyline Drive, Milton.
4. Discussion of a floodplain variance request of V-zone construction standards for a lot located at 7513 North Shores Drive, Navarre.

Emergency Management

5. Recommend award of the printing of the 2014 Disaster Guides to Panaprint in the amount of \$16,697 for 30,000 copies as the lowest quote through comparison shopping.



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)
Emergency Repair
4573 School St, Bagdad FL 32530
15-1N-28-0120-04200-0020
DATE: April 7, 2014

RECOMMENDATION:

That the Board award the bid for the above referenced SHIP Emergency Repair project to the lowest bidder, Kyser Siding & Construction, Inc., and approve the use of funds to exceed the maximum allowed per unit as described in the Local Housing Assistance Plan.

BACKGROUND:

On March 25, 2014, housing staff sent RFP's to five contractors for the replacement of the homeowner's existing roof system. The maximum award amount per unit for Emergency Repair projects is \$10,000.00. We received two bids:

- Kyser Siding and Construction, Inc. \$9,850.00
- Mike Motes Builders, Inc. \$22,000.00

A lien of \$10,611.95 will be placed against the property, which includes bid amount and all related fees for the processing of the application.

Animal Services
Jale 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"



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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
4373 Pine Villa Cir, Pace, FL 32571
15-1N-29-3195-00000-0050
DATE: April 11, 2014

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 \$61,525

BACKGROUND:

HOME Second Mortgage: \$12,215.98
Recorded: 5/27/2011
Purpose: SHIP Substantial Rehabilitation Program

Proposal is to reduce the annual interest rate on the first mortgage from 7.336% to 4.25%

Current monthly principal and interest: \$592.00
Proposed monthly principal and interest: \$462.84

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

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
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Karen Haworth
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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
6495 Skyline Drive, Milton, FL 32570
28-2N-28-5030-00300-0240
DATE: April 11, 2014

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 \$69,936

BACKGROUND:

HOME Second Mortgage: \$7,500.00
Recorded: 12/14/2005
Purpose: SHIP First Time Homebuyer Program

Proposal is to reduce the annual interest rate on the first mortgage from 6.0% to 5.5%

Current monthly principal and interest: \$763.00
Proposed monthly principal and interest: \$663.00

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

Animal Services
Dale Hamilton
Director

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

**Building Inspections &
Code Compliance**
Rhonda C. Royals
Building Official

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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Rhonda Royals, Building Official *(RCR)*
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Floodplain Variance Request
DATE: April 14, 2014

DISCUSSION

Mr. Rosaria Trimarchi, property owner of a lot located at 7513 North Shores Dr, Navarre, FL (Parcel No. 24-2S-27-2790-00100-0020) is seeking a flood variance to Santa Rosa County's V-zone construction requirements.

BACKGROUND

The property owner is requesting a variance to Santa Rosa County Land Development Code, Article 10.03.02 (A), which requires all new construction or substantial improvements of any residential structures within 200 ft of the mean high tide within certain coastal areas to be built to V-zone construction (piling construction) standards. The proposed dwelling will be located within 200 ft from the mean high tide line of Santa Rosa Sound. The required base flood elevation on the property is nine (9) feet with a design flood elevation (freeboard) requirement of twelve (12) feet. According to the construction drawings, the pre-construction ground elevation at the location of the dwelling varies from 9.5 ft to 11.54 ft with a proposed final grade elevation at 12.33 ft.

Animal Services
Dale Hamilton
Director

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

**Building Inspections &
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Rhonda C. Royals
Building Official

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Director

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(850) 981-7155

"One Team, One Goal, One Mission"

Santa Rosa County Floodplain Management Variance Request Application

Property ID #: 24-2S-27-2790-00100-0020

**The following are reasons to grant a variance.
Construction plans must accompany all variance applications.**

You must show good and sufficient cause (please attach any documentation).

Examples of what is NOT good and sufficient cause.

- The value of the property will drop somewhat.
- It will be inconvenient for the property owner.
- The owner doesn't have enough money to comply.
- The property will look different from the neighborhood.
- The owner started the building without a permit and now it will cost a lot to bring the building into compliance.

Exceptional Hardship (please attach documentation).

Examples of what is NOT exceptional hardship.

- Financial hardship
- Inconvenience
- Aesthetic Considerations
- Physical handicaps
- Personal preference
- Disapproval of the neighbors

Variations must not create a threat to health, safety, well-being and property of local citizens.

Variations must not defraud or victimize the public. Any building permitted below the required elevation faces the risk of damage from floods, and future owners of the property and the --- community -- are subject to all the costs, inconvenient, danger and suffering that those flood damages may bring.

Minimum necessary deviation from the requirement (please attach documentation)

I ROSARIO TRIMARCHI, hereby request a variance to the Santa Rosa County Floodplain Management Ordinance for the structure to be constructed rehabilitated () at

2513 NORTH SHORES DRIVE, NAVARRE.

Is the property in a designated floodway? Yes No (Variance CANNOT be granted if Yes)

Is the building listed on the National Historic Register? Yes No

I understand that if this variance is granted I am exposing myself and potential future owners, as well as the above referenced property to a greater risk of flooding and possible increases in flood insurance premium rates.

I have read the above reasons for granting a variance and have attached documentation as requested.

Name: ROSARIO TRIMARCHI Address: 2363 ASH DR

City, State & Zip: NAVARRE, FL 32566 Phone: 8506841449

Signature of Applicant: Rosario Trimarchi Date 4-8-14

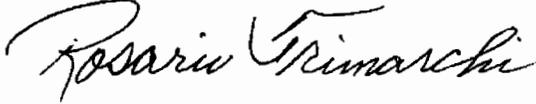
Date: 04-07-14

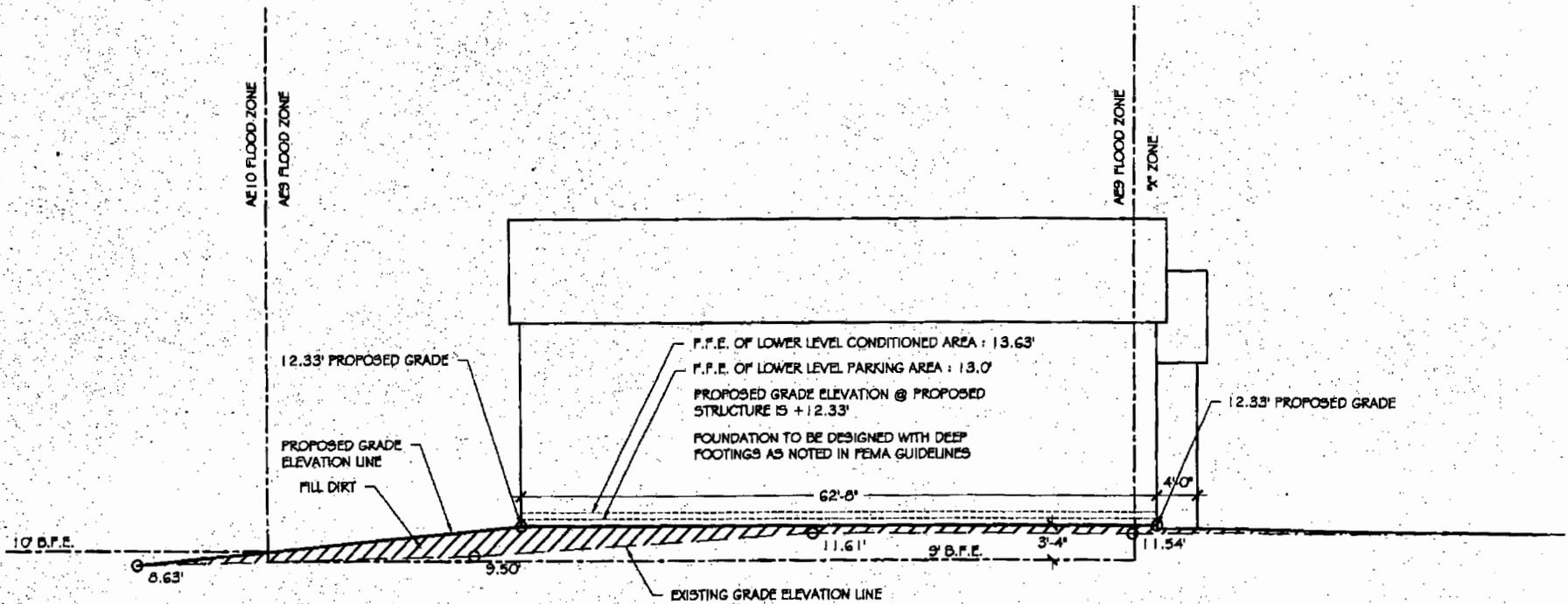
Re: 7513 North Shores Drive, Navarre, Fl 32566

Santa Rosa County Flood Plain Management
To whom it may concern:

We wish to obtain a variance to the V-Zone construction standards for the foundation as required in Article 10.03.02A of the Santa Rosa County Land Development Code. Our current ground elevation is such that meeting the 12 foot elevation requirement will not be an issue. Additionally, if this request is granted we will be applying for a Letter of Map Amendment based on the original ground elevation which is higher than the required elevation.

Sincerely,

A handwritten signature in cursive script that reads "Rosario Trimarchi". The signature is written in black ink and is positioned below the word "Sincerely,".



PROPOSED GRADE SECTION

SCALE: 1"=10'-0"



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

To: Santa Rosa County Board of County Commissioners
From: Brad Baker, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Disaster Guides – 2014
Date: April 24, 2014

RECOMMENDATION

Recommend award for printing the 2014 Disaster Guides to Panaprint in the amount of \$16,697 for 30,000 copies as lowest quote through comparison shopping.

BACKGROUND

This annual guide is an all hazards publication that provides information and tips regarding mitigation, preparation, response and recovery efforts. It provides the public with information and maps describing the location of risk shelters, evacuation routes, evacuation zones and fire districts. They are distributed at the beginning of hurricane season and have proven to be a very useful tool year round.

Listed below are four (4) price quotes for 30,000 copies of the guides:

Panaprint	\$16,697
Kost Enterprises	\$17,600
FormSystems	\$23,755
Tom White the Printer	\$24,796

Funding will be provided by the EMPA grant and is included in the 2014 budget.

COMPLETION

Upon approval the publication will be printed and distributed throughout the county.

Animal Services
Dale Hamilton
Director

Building Inspections & Code Compliance
Rhonda C. Royals
Building Official

Emergency Management
Brad Baker
Director

Community Planning, Zoning & Development
Rebecca Cato
Director

Veterans Services
Karen Haworth
Director

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

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

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

"One Team, One Goal, One Mission"

AGENDA
PUBLIC WORKS COMMITTEE

April 21, 2014

Chairman:

Vice Chairman: Commissioner Cole

1. Discussion of resurfacing the following roads in working District Five at an estimated cost of \$134,797.00:

Frontera Street (Nevada St to Escola St.)
Pamplona Street (Eastern End)
El Fernando Way
El Sereno Place
Village Parkway (Champagne Ave to Hwy 98)
Cypress Lane
Pro Am Court

2. Discussion of posting "No Thru Trucks" signage on Chantilly Way and Ridge Avenue in District One.
3. Discussion of one year extension of agreement with Southern Energy Company for fuel, oil and lubricants at the same pricing which is equal to Santa Rosa School Board pricing.
4. Discussion of comparison shopping proposals from Smith Tractor Company and Beard Equipment Company in the amount of \$13,532.75 each for two 10 foot Flex-wing Rotary Mowers.
5. Discussion of approximately 2600 feet of storm drain replacement on Pine Blossom Road.



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

Stephen Furman
Asst. Director of Public Works
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

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

Thad Allen
Superintendent
Building Maintenance/Parks
P. O. Box 864
981-7071

April 16, 2014

Mr. Lane Lynchard
Santa Rosa County Board of County Commissioners
6495 Caroline St., Suite M
Milton, FL 32570

Dear Mr. Lynchard,

Please find listed below the estimated cost for resurfacing the following roads in working District Five at an estimated cost of \$ 134,797.00:

Frontera Street (Nevada St. to Escola St)	\$43,721.00
Pamplona Street (Eastern End)	4,336.00
El Fernando Way	5,225.00
El Sereno Place	30,848.00
Village Parkway (Champagne Ave to Hwy 98)	27,469.00
Cypress Lane	7,904.00
Pro Am Court	15,294.00

Sincerely,

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

Avis Whitfield
Public Works Director

AW/tt

Tom Collins

From: Rex <rjones@cougaroil.com>
Sent: Tuesday, April 15, 2014 1:12 PM
To: Tom Collins
Subject: Petroleum Products Bid
Attachments: SR School 2012.pdf

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

Email scanned by Check Point



Department of Public Works
SANTA ROSA COUNTY, FLORIDA

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191

Stephen Furman
Asst. Director of Public Works
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

Thad Allen
Superintendent
Building Maintenance/Parks
P. O. Box 884

MEMO

TO: Hunter Walker, County Administrator
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Proposals on Flex-Wing Mowers
DATE: April 16, 2014

Due to a need to replace two Flex-Wing Rotary Mowers, we received proposals from Beard Equipment Company and Smith Tractor Company. Both dealers provided proposals through the competitively bid National Purchasing Partners (NPP) program. Therefore, their proposals were the same at \$13,532.75 per unit. Both dealers have provided dependable and quality service to Santa Rosa County for many years. Therefore, I recommend we purchase one mower from each dealer.

AW/tt



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
fkane@beardequipment.com

Quote Summary

Prepared For:

Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Delivering Dealer:

Beard Equipment Company
Buddy Cole
3195 W Nine Mile Rd
Pensacola, FL 325349444
Phone: 850-476-0277
bcole@beardequipment.com

Quote ID: 9452692
Created On: 03 April 2014
Last Modified On: 03 April 2014
Expiration Date: 30 April 2014

Equipment Summary

JOHN DEERE CX15 - 10 Ft. Flex-
Wing Rotary Cutter - 540 RPM Stump
Jumpers - Single Suction Blades - 5
Wheels

Selling Price	Qty	Extended
\$ 13,532.75 X	1 =	\$ 13,532.75

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 3, 2014

Equipment Total **\$ 13,532.75**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 13,532.75
Trade In	
SubTotal	\$ 13,532.75
Total	\$ 13,532.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,532.75

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 9452692

Customer Name: SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
fkane@beardequipment.com

JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM Stump

Hours:

Stock Number:

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment

Selling Price *
\$ 13,532.75

Price Effective Date: April 3, 2014

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225CP	CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 5 Wheels	1	\$ 17,575.00	23.00	\$ 4,042.25	\$ 13,532.75	\$ 13,532.75

Standard Options Per Unit

0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Suggested Price

\$ 13,532.75

Total Selling Price \$ 17,575.00 \$ 4,042.25 \$ 13,532.75 \$ 13,532.75



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

Quote Summary

Prepared For:

Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Delivering Dealer:

Smith Tractor Company, Inc.
Richard Walther
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote ID: 9448896
Created On: 03 April 2014
Last Modified On: 03 April 2014
Expiration Date: 06 May 2014

Equipment Summary

JOHN DEERE CX15 - 10 Ft. Flex-
Wing Rotary Cutter - 540 RPM Stump
Jumpers - Single Suction Blades - 5
Wheels

Suggested List

\$ 17,575.00

Selling Price

\$ 13,532.75 X

Qty

1

Extended

= \$ 13,532.75

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 3, 2014

Equipment Total

\$ 13,532.75

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 13,532.75
Trade In
SubTotal \$ 13,532.75
Total \$ 13,532.75
Down Payment (0.00)
Rental Applied (0.00)
Balance Due \$ 13,532.75

Salesperson : X _____

Accepted By : X _____

Confidential

RX Date/Time
04/07/2014

09:33

04/06/2014

18506756934

20:09

18506756934

SMITH TRACTOR CO

DEERE

Selling Equipment

Quote Id: 9448896

Customer Name: SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580:
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM Stump

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment

Suggested List *

\$ 17,575.00

Price Effective Date: April 3, 2014

Selling Price *

\$ 13,532.75

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225CP	CX15 - 10 Ft Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 5 Wheels	1	\$ 17,575.00	23.00	\$ 4,042.25	\$ 13,532.75	\$ 13,532.75

Standard Options - Per Unit

0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Suggested Price

\$ 17,575.00

\$ 4,042.25 \$ 13,532.75 \$ 13,532.75

\$ 13,532.75

Confidential



Department of Public Works
SANTA ROSA COUNTY, FLORIDA

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191

Stephen Furman
Asst. Director of Public Works
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

Thad Allen
Superintendent
Building Maintenance/Parks
P.O. Box 884

MEMO

TO: Hunter Walker, County Administrator
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Pine Blossom Storm Drain
DATE: April 16, 2014

A major storm drain on Pine Blossom Road that is about a half-mile in length is experiencing significant failures and needs to be replaced. We are currently renting a pump to by-pass a segment of the storm drain that is caved in.

A project to replace the storm drain will be very challenging and expensive due to most of the culverts being approximately 20 feet below the natural ground elevation and being in ground water. Well points will be required to address the ground water and sheet piling will need to be installed on each side of the trench to prevent cave-ins.

Our interim measures will include renting sheet piling and a well point system in order to excavate and clear the clogged area. This will result in an open trench that will need to be fenced for safety purposes.

We have made at least four repairs at different locations along the storm drain in the last couple of years. The latest failure is of greater magnitude. Therefore, it doesn't seem prudent to continue patching a failed system.

I recommend complete replacement of the storm drain with consideration of the following options:

- Authorize Engineering to develop bid documents and solicit bids.
- Public Works prepare an estimate to do the project in-house which would include either rental or purchase of 300 feet of 50 foot long sheet piling, rental or purchase of a well point system, and rental of a long reach excavator. It should be noted that the project could take up to seven months to complete. A significant percentage of our resources would be devoted to this project which will delay other projects as well as routine maintenance.

AW/tt

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Lynchard

April 21, 2014

Budget:

- 1) **Budget Amendment 2014 – 114** in the amount of \$ **3,500** to increase the budget for the FEMA HMGP Settlers Colony HMGP grant to include reimbursement of project management costs approved by the BOCC at the April 10, 2014 Regular Meeting. The grant will fund 75% of project management costs (\$2,625) with local match coming from Electric Franchise Fee Drainage Reserves.
- 2) **Budget Amendment 2014 – 115** in the amount of \$ **125,000** to carry forward funds for the NWFL Marine EDGE, Inc. Gateway to the Gulf program as approved at the April 10, 2014 BOCC Regular Meeting in the Tourist Development Fund.
- 3) **Budget Amendment 2014 – 116** in the amount of \$ **23,820** to fund the drainage work in the Santander Subdivision by Three Trade Consultants, Inc. as approved at the April 10, 2014 BOCC Regular Meeting in the Road & Bridge Fund.
- 4) **Budget Amendment 2014 – 117** in the amount of \$ **40,780** to carry forward funds in the General Fund for engineering services for site certification process for Northwest Florida Industrial Site at I-10 as approved at the April 10, 2014 BOCC Regular Meeting.
- 5) **Budget Amendment 2014 – 118** in the amount of **75,179** to recognize Dori Slosberg Driver Education Safety Act Revenue FY 2013 of \$ 32,108 and \$ 43,071 FY 2014 earned to date and distributes to fund driver's education programs for Santa Rosa County in the General Fund.

County Expenditure/Check Register:

- 6) Discussion of County Expenditures / Check Register

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: April 10, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

Line Item Number **Description**
Amount

FUND 101:	101 – 33150022	FEMA HMGP Revenue – Settlers Colony	\$ 2,625
	101 – 3810001	EFF Drainage Reserves	\$ 825
	2106 – 53400035	Contractual Services – Settler’s Colony	\$ 3,500
FROM:	9106 – 5990016	Reserves – Road & Drainage	(\$ 825)
	9106 – 59100101	To Road & Bridge Fund	\$ 825

State reason for this request:

To increase the budget for FEMA HMGP Settlers Colony HMGP grant to include reimbursement of project management costs as authorized with Grant Modification #1 approved by the Board on April 10, 2014. The grant funds 75% of project management costs (\$2,625) with local match coming from Electric Franchise Fee Drainage Reserves.

Requested by Sheila Harris/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-114**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 04/21/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of April, 2014.

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: April 11, 2014

FROM: **Tourist Development Tax 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:	107 – 3990001	Cash Carried Forward	\$ 125,000
To:	4010 – 5820028	Aid to Organizations	\$ 125,000

State reason for this request:

Carries forward funds for the NWFL Marine EDGE, Inc. Gateway to the Gulf program to attract off-season visitors to Navarre Beach as recommended by the Tourist Development Council and approved at the April 10, 2014 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-115

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 21, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of April, 2014.

ATTESTED:

CLERK OF THE COURTS

CHAIRMAN

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: April 14, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 106:	9106 – 5990016	Road & Drainage Reserves	\$ 23,820
	9106 – 59100101	To Road & Bridge Fund	\$ 23,820
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 23,820
	2100 – 534001	Other Contract Services	\$ 23,820

State reason for this request:

To fund the storm drain replacement in the drainage easement off Calle De Castelar in the Santander Subdivision by Three Trade Consultants, Inc. from the Road & Drainage Reserves in the Electric Franchise Fee Fund as approved at the April 10, 2014 BOCC Regular Meeting.

Requested by: Avis Whitfield/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-116**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 21, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this **24th** day Of April, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Stephen Furman
Sent: Friday, April 11, 2014 12:56 PM
To: Hunter Walker
Cc: Avis Whitfield; Jayne Bell
Subject: Re: PW agenda item #7/Pipe replacement at Calle De Castelar

Merry Beth has prepared and sent the contract to Three Trade. I spoke with them yesterday and today, and they are going mobilize as quickly as possible.

Stephen

Sent from my iPhone

> On Apr 11, 2014, at 10:24 AM, "Hunter Walker" <HunterW@santarosa.fl.gov> wrote:

>

> Avis,

> At the April 10, 2014 meeting the Board of Commissioners accepted the proposal from Three Trade Consultants, Inc. in the amount of \$23,815.50 for drainage work in Santander Subdivision based on comparison shopping. Please proceed with this at your discretion.

>

> Hunter Walker

> County Administrator

>

> -----Original Message-----

> From: Avis Whitfield

> Sent: Tuesday, April 08, 2014 2:21 PM

> To: Hunter Walker

> Cc: Stephen Furman; Jayne Bell

> Subject: PW agenda item #7/Pipe replacement at Calle De Castelar

>

> Hunter,

>

> See attached proposals for drainage work in an easement off Calle De Castelar in the Santander Subdivision. Our recommendation is:

>

> Recommend low proposal for storm drain replacement in the drainage easement off Calle De Castelar in the amount of \$23,815.50 from Three Trade Consultants, Inc. to be funded from Road & Bridge Reserves.

>

>

> Avis Whitfield

> Director

> Santa Rosa County Public Works

>

> -----Original Message-----

> From: Stephen Furman

> Sent: Monday, April 07, 2014 2:42 PM

> To: Avis Whitfield

> Subject: Pipe replacement at Calle De Castelar

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: April 16, 2014

FROM: **Economic Development**
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	\$ 40,780
To:	0018 – 534001	Other Contract Services	\$ 40,780

State reason for this request:

Funds the contract with Jehle-Halstead, Inc. for engineering services for site certification process for Northwest Florida Industrial Site at I-10 as approved at the April, 10, 2014 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-117**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 21, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of April, 2014.

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: April 17, 2014

FROM: **BOCC Other Obligations**
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 – 3515001	Driver's Ed Trust -- Traffic	\$ 43,071
	001 – 3990001	Cash Carried Forward	\$ 32,108
To:	0013 – 5490025	Driver's Ed Trust – Traffic	\$ 75,179

State reason for this request:

Recognizes Dori Slosberg Driver Education Safety Act revenue from FY 13 \$32,108 and FY 14 earned to date (\$43,071) and distributes to fund driver's education programs for the Santa Rosa County School District.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-118**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 21, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of April, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Adm
Jayne

MILTON OFFICE
6658 Park Avenue
Milton, FL 32570
Phone (850) 983-5650
Fax (850) 983-5655



GULF BREEZE OFFICE
675 Gulf Breeze Parkway
Gulf Breeze, FL 32561
Phone (850) 934-4095
Fax (850) 934-4097

Patrick G. McLellan
Director

April 14, 2014

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

Dear Mr. Walker,

As the person in charge of the Driver's Education programs for the school district in Santa Rosa County, I would like to request any funds available to us from the Dori Slosberg Driver Education Safety Act. The district not only provides classroom instruction but also actual in car driving for our students in Santa Rosa County. I would also like also request any funds from last year that we requested and did not receive.

The funds from the county will be used for salaries for our teachers, car rental, registration, tags and gas for the cars. The funds will also enable us to reduce the cost of the driving lab portion to our students.

We greatly appreciate the county's help with this program. I can be contacted at 983-5650.

Again thank you for your help in this matter.

Sincerely,

Pat McLellan, Director
Santa Rosa Community School

No support documentation for this agenda item.