

June 9, 2014

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of appointment of Jennifer McFarrin of the Greater Pensacola Chamber of Commerce as private sector representative on the CareerSource Escarosa Board of Directors.



Scott Ginnetti
Interim Board Chair

Susan Nelms
Executive Director

May 4, 2014

Hunter Walker, County Administrator
Santa Rosa County Board
Of Commissioners
6495 Caroline Street
Milton, FL 32570-4592

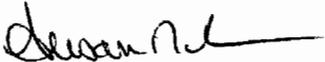
Dear Hunter,

The federal Workforce Investment Act (WIA) requires a representative from Economic Development sit on Regional Workforce Boards.

Kelly Reeser has represented the Greater Pensacola Chamber on the Workforce Escarosa Board of Directors, serving as Director of Entrepreneurial Development. Due to a change in duties, she no longer has the responsibilities and duties associated with Board matters. Jennifer McFarren has been assigned to handle matters associated with the Board.

I request your assistance with having Santa Rosa County Board of Commissioners review and accept Ms. McFarren's appointment to the CareerSource Escarosa Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this matter.

Sincerely,


Susan Nelms
Executive Director

SN/js

Attachment

www.careersourceescarosa.com
9111 A Sturdevant Street
Pensacola, FL 32514
p: 850.473.0939 | f: 850.473.0935

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)
 Minority Owned

Name: Jennifer McFarren Title: Director, Workforce Development
 Business Name: Greater Pensacola Chamber
 Address: 117 W. Garden St. Phone No.: 850 438 4081 x238
Pensacola, FL 32502 FAX No.: N/A
 E-Mail Address: jmcfarren@pensacolachamber.com
 Cell Phone No.: 850 292 9601

Home Address: 3261 Woodwind Pl.
Pensacola, FL 32504

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships
 United Ministries, Big Sister – Big Brothers Big Sisters, Pensacola Young Professionals, United Way of Escambia County

Board Memberships
 Vice President, United Ministries

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
 I have worked with the staff of CareerSource Escarosa as strategic partners in a variety of existing industry and attraction economic development projects. The many programs and services that CareerSource Escarosa provides to both job seekers and businesses are incredibly valuable and I hope to support the expansion of such services in our community.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
 Yes No

Please return this form along with your resume' to:

Jennifer McFarren
 Greater Pensacola Chamber
 P.O. Box 550
 Pensacola, FL 32583-0050

Phone No.: 438-4081 x238
 FAX No.: 438-6369

PROFESSIONAL EXPERIENCE

Greater Pensacola Chamber, Pensacola, Fla.

Director, Workforce Development, January 2013 – Present

- Serve as a conduit between primary business/industry and the K-20 education pipeline; communicating primary industry trends, influencing and aligning curriculum and connecting resources; partnered to develop 2 new secondary academies and 4 post-secondary certificates and degrees.
- Provide guidance and technical support on all state and federal workforce grants to business partners; securing over \$2.5 million in training dollars for 8 local companies.
- Consult with existing businesses and serve as strategic partner in developing talent acquisition strategies; connecting community resources.
- Partner with regional workforce board, CareerSource Escarosa, to support industry growth through employer services such as job fairs, applicant screening/testing and tax credits.
- Serve as key point of contact for all workforce development components of economic development projects and requests for proposal; successfully worked 4 announced economic development projects totaling 2,106 committed jobs and over \$215 million in capital investment.
- Create and manage timely workforce data and analytics to market the greater Pensacola region.
- Partner on regional workforce development efforts and projects such as the Northwest Florida Skilled Technician Task Force, Innovation Coast and SkillsUSA.

Programs & Events Manager, December 2010 – December 2012

- Responsible for services to include design and strategic implementation, brand and logistics of all Chamber events, programs and services; approx. 70 per year
- Managed the Leadership Pensacola Program consisting of:
 - 54 class members and 50 person curriculum committee
 - \$55,000 budget
 - Class sessions, projects, retreats and legislative trip
- Restructured, implemented and managed new benefit tiers for over 1,200 members.
- Managed the PACE Awards and Annual Meeting, increasing revenue by 20%.
- Cultivated and maintained working relationships with members, volunteers, elected officials and community leaders.
- Coordinated Vision 2015 economic development investor programs and events.
- Responsible for event budgets over \$30,000

Interim Vice President, Membership, May 2011 – August 2011

- Orchestrated ongoing membership/community market analysis to determine Chamber's products and services.
- Developed systems to support membership retention and growth.
- Created, changed and managed division's products and service based on data received from continuous analysis.
- Trained and mentored membership team to include programs, events, sales and retention.

EDUCATION

University of West Florida, Pensacola, Fla.

Bachelor of Arts, Public Relations and Marketing

COMMUNITY INVOLVEMENT & LEADERSHIP

United Ministries, Vice-President – Board of Directors

Big Brothers, Big Sisters, Big sister

Pensacola Young Professionals, Economic Development Committee

United Way of Escambia County, Emerging Leader Society & Funds Distribution Committee

Trinity Presbyterian Church



May 27, 2014

Marilyn Wesley
Director of Community Affairs
Escambia County
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Ms. Jennifer McFarren, Director of Workforce Development for the Greater Pensacola Chamber. In this role, Jennifer serves as a conduit between our primary industry and business partners and our training institutions. She is actively working on identifying in-demand occupations in our community and how we meet the needs of our business and industry partners. She is also the point of contact for all workforce related incentives or programs with our existing industry or expansion projects. As such, she is ideally suited for the board position.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Ms. Jennifer McFarren
Director of Workforce Development
Greater Pensacola Chamber
117 W. Garden St.
Pensacola, FL 32502

He can be contacted via phone at (850) 292-9601 or jmcfarren@pensacolachamber.com

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth", written in a cursive style.

Scott Luth
Senior VP, Economic Development

June 9, 2014

ADMINISTRATIVE COMMITTEE

1. Discussion of proposed judicial facility sites with consulting architects HOK, Inc.
2. Discussion of proposed Amended and Restated Lease Agreement for Holi Corp and AmFi Investments on Navarre Beach.
3. Discussion of issuance of Certificate of Public Convenience and Necessity (COPCN) for Operation of Emergency Air Ambulance Transportation Services to Med-Trans Corporation d/b/a Lifeguard.
4. Discussion of request for placement of eight (8) benches adjacent to recently installed sidewalk/pedestrian path around Spencer Field.
5. Discussion of proposals received for processing and transporting recyclable material.
6. Discussion of acquisition of conservation easement on 60.6 acre parcel owned by Paul and Shelley Rupert adjacent to NAS Whiting Field in on-going base buffering program funded by Florida Defense Initiative Grant and US Navy REPI funds.
7. Discussion of applications and resumes received for County Attorney position.
8. Discussion of list of county owned property which could be offered for sale.
9. Discussion of Amendment No. 1 to Florida Coalition Against Domestic Violence contract for Domestic Violence Grant Program and authorize execution of relevant documents.
10. Discussion of applications for current Florida Flood Mitigation Assistance Program grant cycle for eight (8) repetitively flooded properties.

11. Discussion of Florida Department of Environmental Protection Land and Water Conservation Fund grant in the amount of \$200,000 for improvements to the Bagdad Mill Site requiring local match of \$80,000.
12. Discussion of Modification to Florida Division of Emergency Management extending the Ramblewood Drive Hazard Mitigation Grant Program (HMGP) project.
13. Discussion of scheduling public hearing on amendment to Ordinance 2012-01 regarding Economic Development Incentives correcting numerical error.
14. Discussion of Mad Dash for Missions 5K Run on Woodbine Road Saturday July 26, 2014 in neighborhoods adjacent to Woodbine United Methodist Church.
15. Public Hearing items scheduled for 9:30 a.m. Thursday, June 12, 2014:

Vacation of portion of plat including Lots 1, 4, & 9, Block 3, Floridatown Addition as requested by Steve Blanton.



June 10, 2014

Mr. Hunter Walker
County Administrator
Board of County Commissioners
Santa Rosa County Administrative Offices
6495 Caroline Street
Milton, FL 32570-4978

Re: Proposal for Additional Services for Santa Rosa County Courthouse
Additional Site - Downtown

Dear Hunter,

Based on our discussions, we are submitting the following additional services proposal for your review, comment and approval.

On June 09, 2014, the BoCC made a decision to evaluate an additional site in downtown Milton for the location of the new courthouse.

The work will include;

- Site plan for entire County property PLUS land to the railroad tracks (currently not owned), including parking and site access (incorporating Sheriff comments about access).
- Review of downtown Milton requirements
- A revised set of building plans to comply with the current program, configured to fit on this site.
- Evaluation of Flood Plains and building elevation to address current requirements.

These drawings will be brought to the same level of detail as the two Highway 90 sites to allow comparative cost analysis.

We currently anticipate that the County will select one site to proceed to complete the design work.

We have included fee here for HMM to assist in the engineering analysis. We also suggest increasing the reimbursable travel expense allowance by \$1,500, there will be additional presentations that flow from this work.

We propose an additional fee in the total of \$13,500 for the design team to evaluate the downtown site.



Fee Summary:	HMM	\$2,000.00 (increase in existing Allowance)
	HOK	\$10,000.00
	Add exp. allowance	\$1,500
	Total	\$13,500.00

If we don't use allowances that money will stay with the County.

Please review this and if you accept it, authorize us to proceed.

Yours sincerely,

Duncan C.S. Broyd, RIBA, LEED®AP
Senior Vice President

cc: Jonathan Rae, Tommy Sinclair, Anne Rogles (HOK)
Michael Broussard (Hatch Mott MacDonald)
Angela Jones (Santa Rosa County)



Santa Rosa County Judicial Center

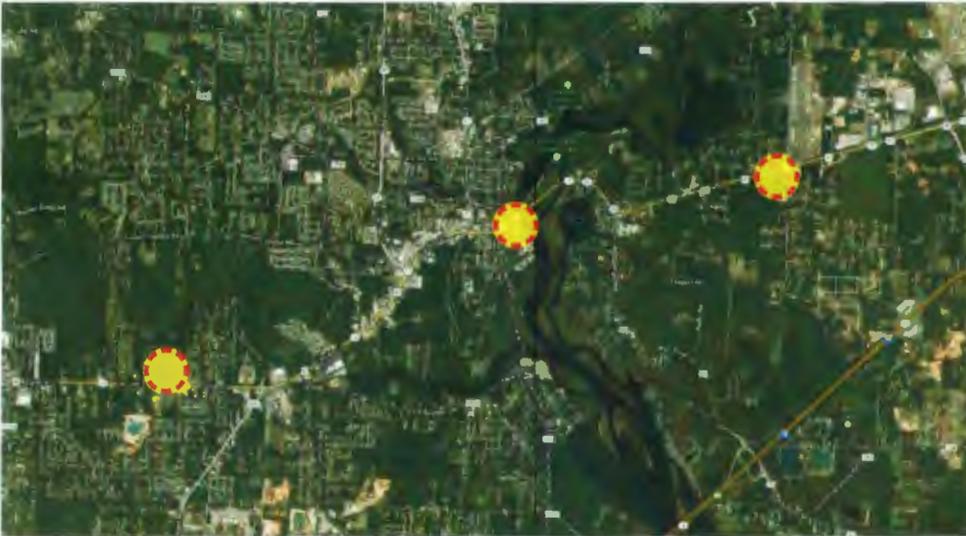
*Presentation to
Board of County Commissioners of Santa Rosa County, FL.*

June 29, 2014

Presented By:



 Hatch Mott
MacDonald



SITE COMPARISONS

- **BYROM**
- **PACE**
- **DOWNTOWN MILTON**

FLOOR PLAN DEVELOPMENT

NEXT STEPS



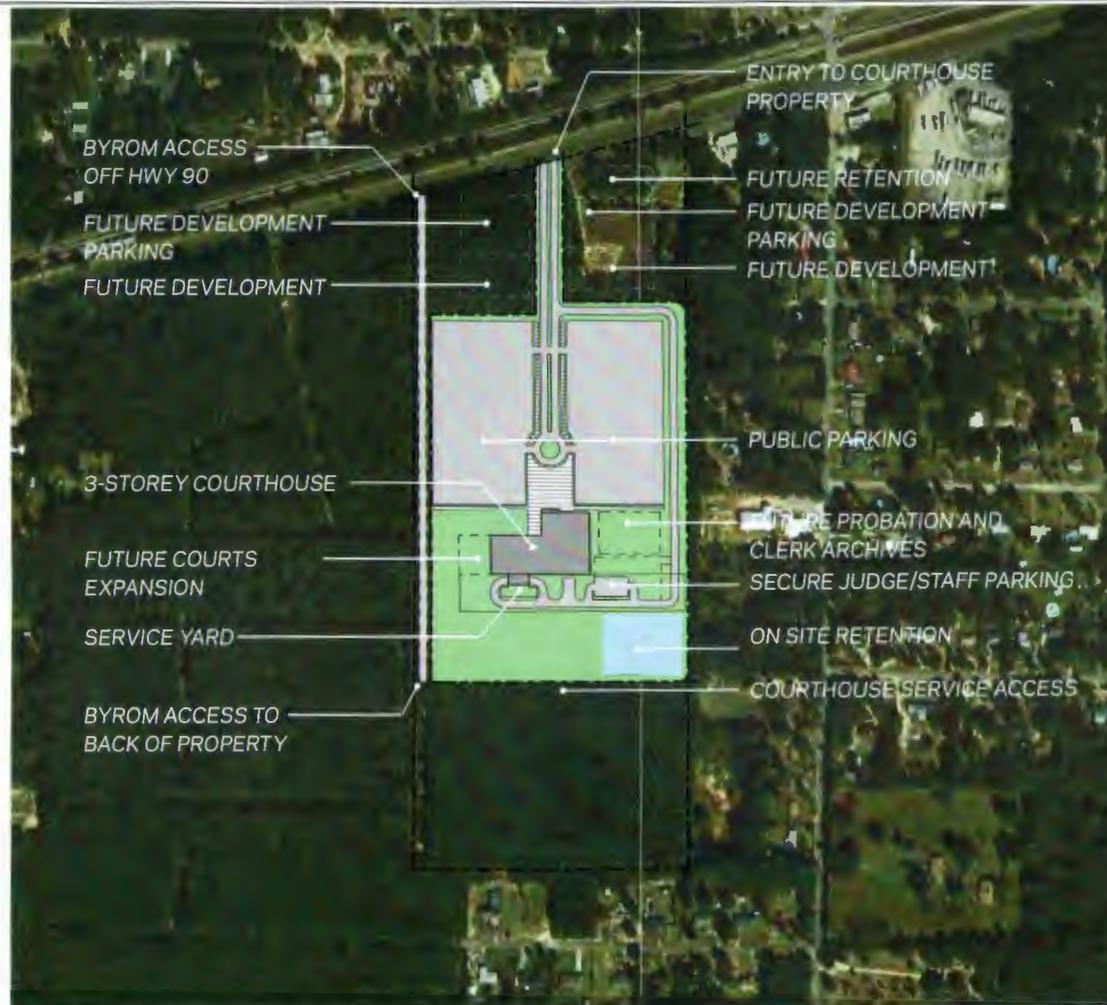
**Hatch Mott
MacDonald** March 10, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

SITE COMPARISONS

BYROM



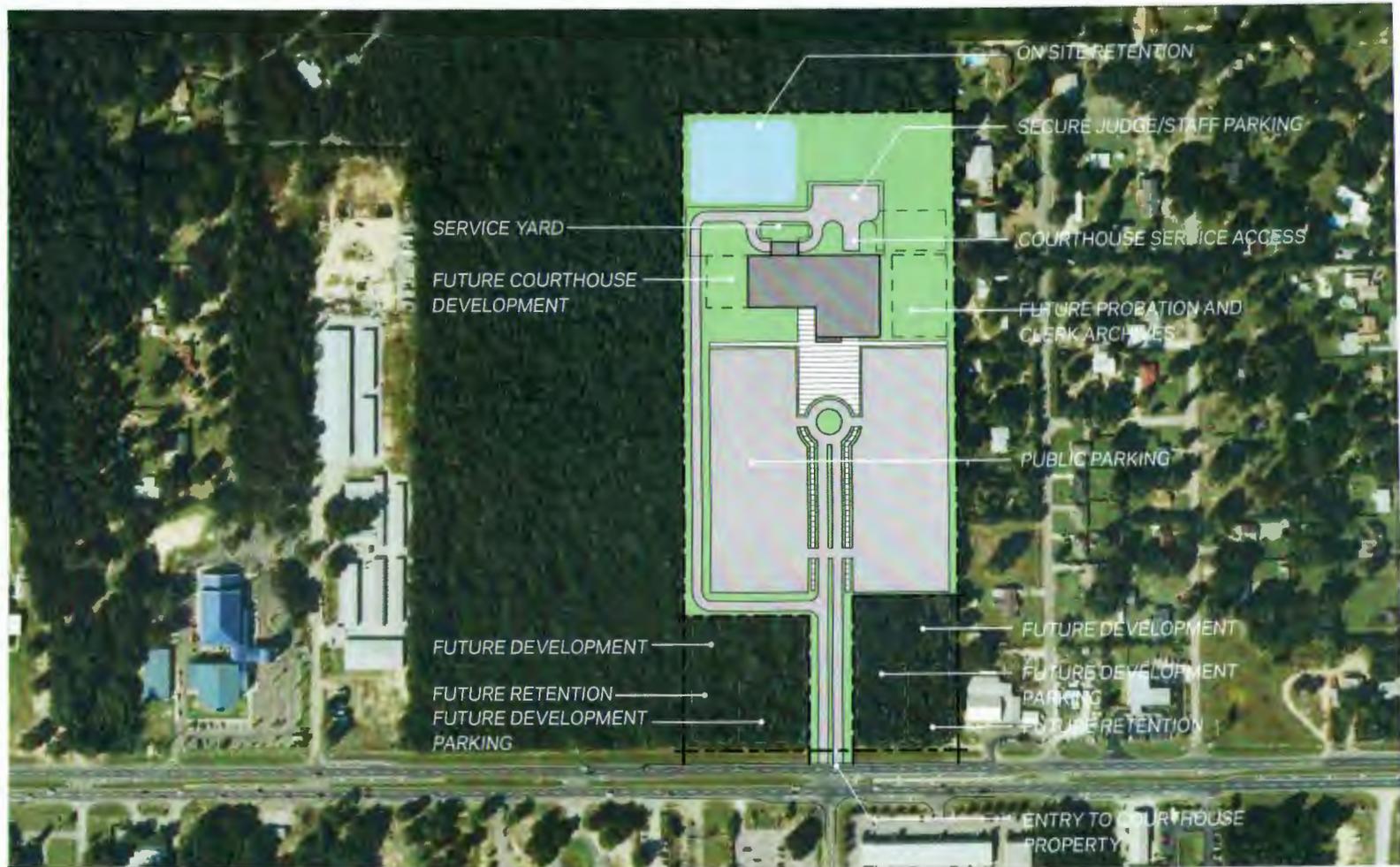
Hatch Mott
MacDonald March 10, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

SITE COMPARISONS

PACE

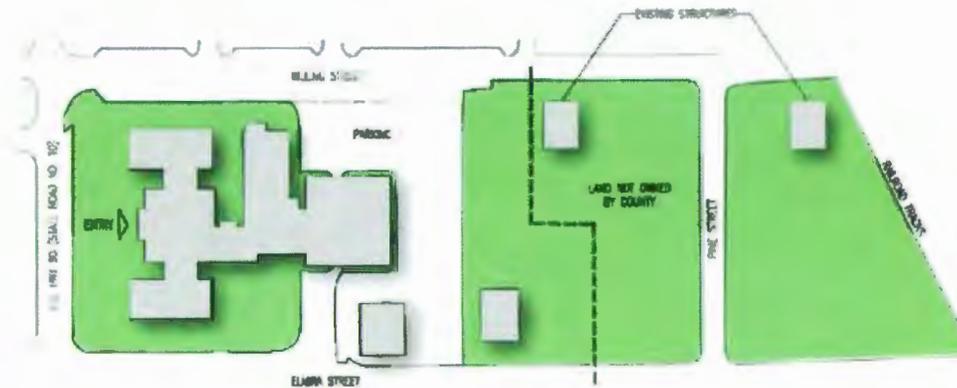


Hatch Mott
MacDonald March 10, 2014

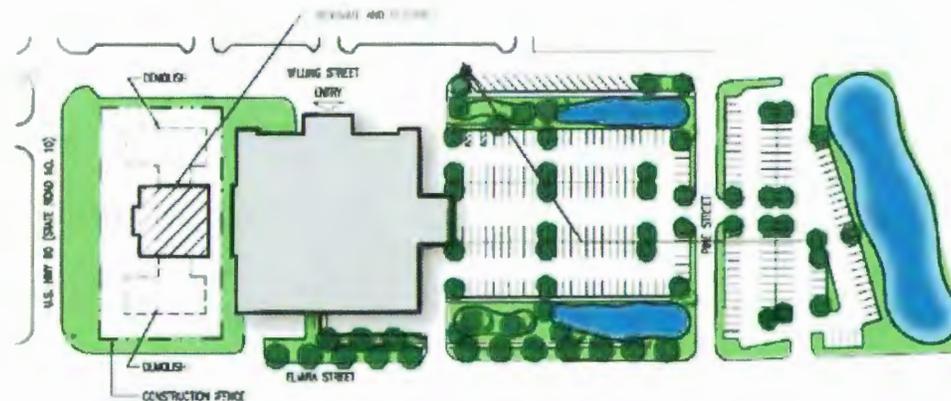
Santa Rosa County Judicial Center

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Board of County Commissioners of Santa Rosa County, FL*

**DOWNTOWN MILTON
2000 SITE PLANNING**



EXISTING CONDITIONS



PHASE THREE DEMO AND RENOVATION



Hatch Mott
MacDonald March 10, 2014

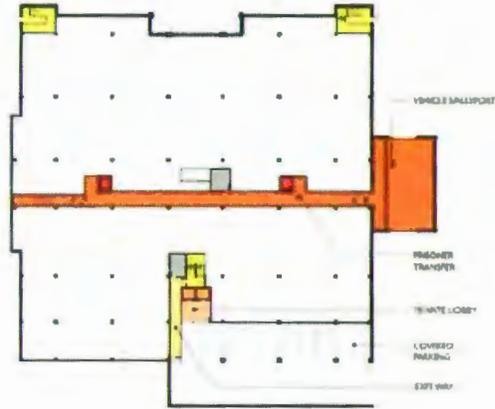
Santa Rosa County Judicial Center

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Board of County Commissioners of Santa Rosa County, FL

SITE COMPARISONS

DOWNTOWN MILTON 2000 PLANS

BASEMENT LEVEL



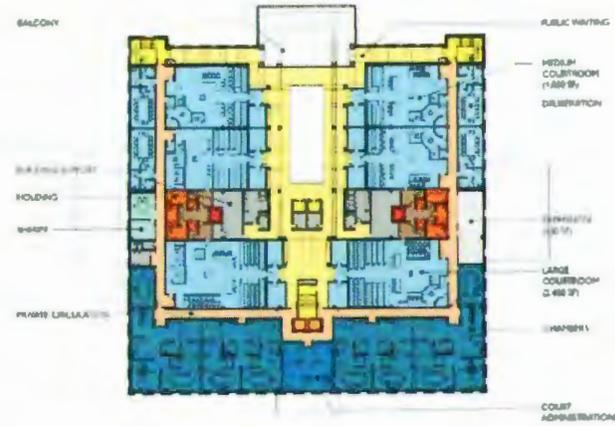
SECOND LEVEL



ENTRY LEVEL



THIRD LEVEL



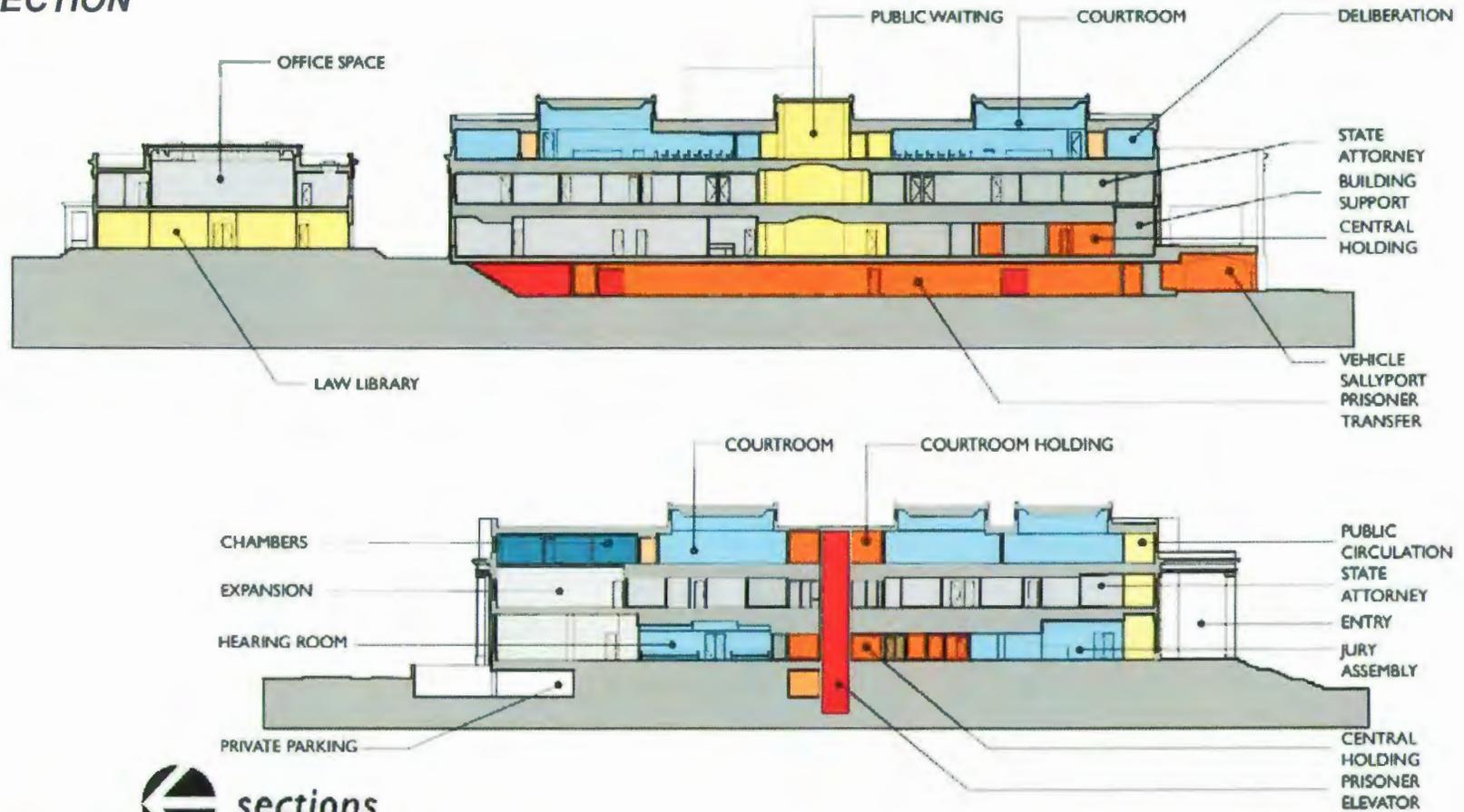
Hatch Mott
MacDonald March 10, 2014

Santa Rosa County Judicial Center

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SITE COMPARISONS

DOWNTOWN MILTON 2000 SECTION



Hatch Mott
MacDonald March 10, 2014

Santa Rosa County Judicial Center

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Board of County Commissioners of Santa Rosa County, FL

**DOWNTOWN MILTON
2014 SITE PLANNING**

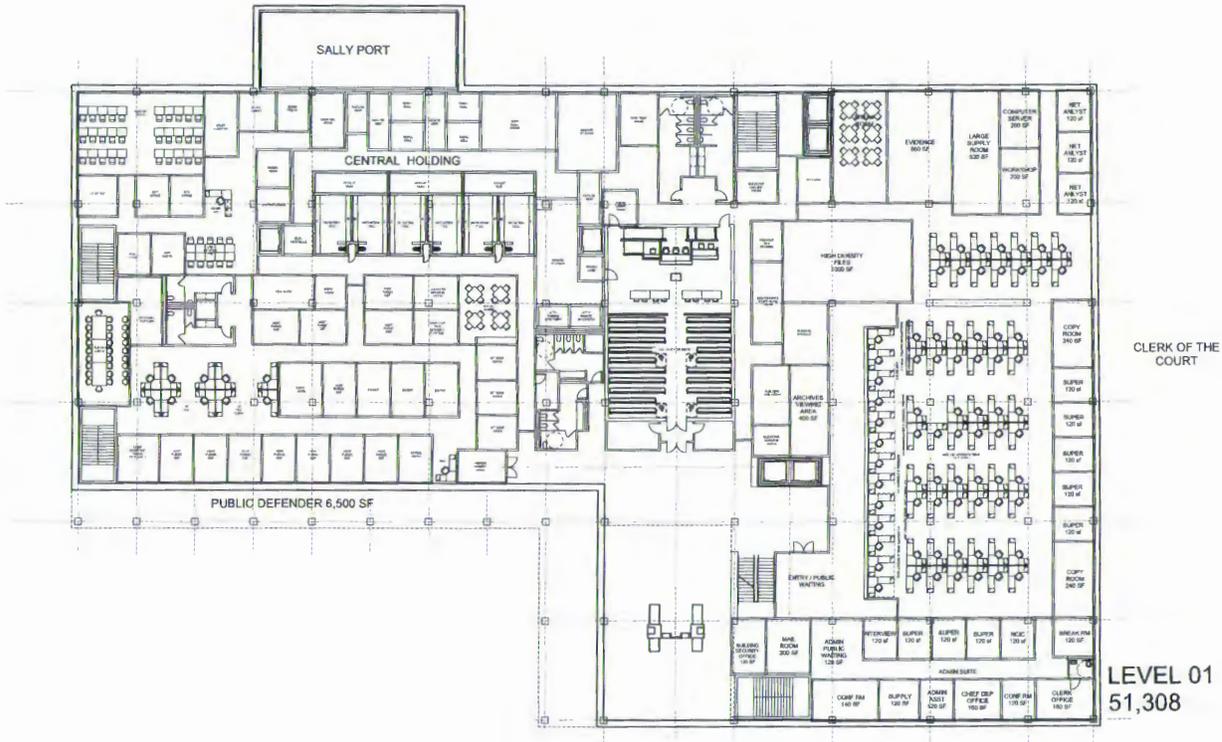


**Hatch Mott
MacDonald** March 10, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

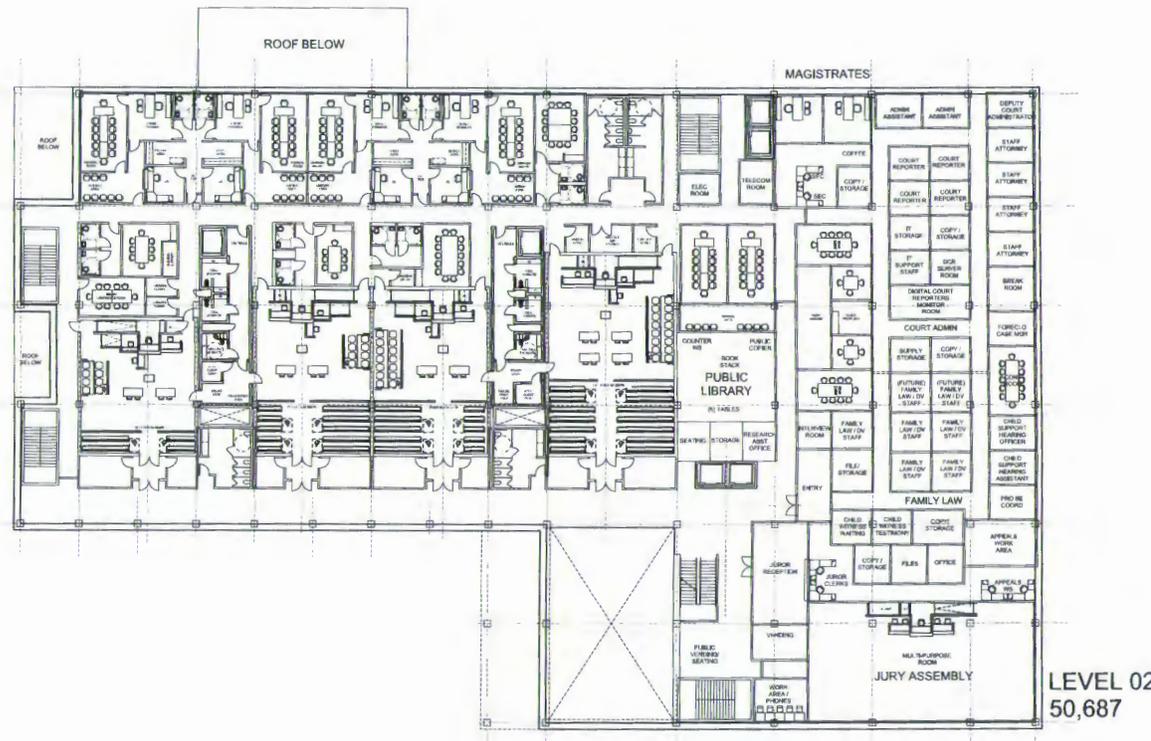
FLOOR PLAN DEVELOPMENT



Hatch Mott MacDonald March 10, 2014

Santa Rosa County Judicial Center
 Public Workshop Presentation to
 Board of County Commissioners of Santa Rosa County, FL

FLOOR PLAN DEVELOPMENT

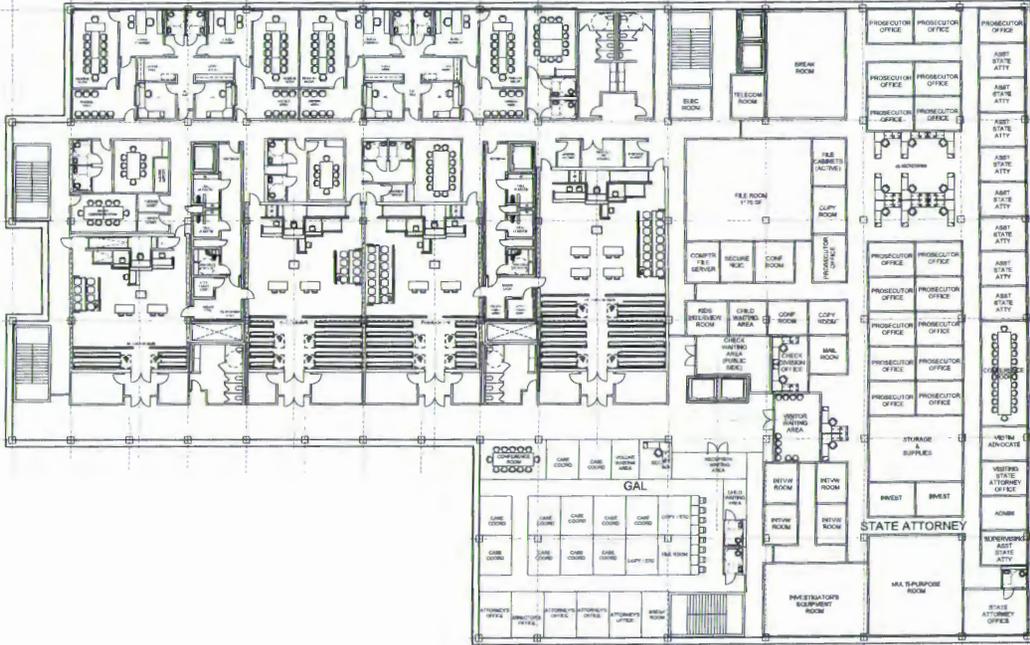


Hatch Mott
MacDonald March 10, 2014

Santa Rosa County Judicial Center

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Board of County Commissioners of Santa Rosa County, FL

FLOOR PLAN DEVELOPMENT



LEVEL 03
51,766



Hatch Mott
MacDonald March 10, 2014

Santa Rosa County Judicial Center

Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL

NEXT STEPS

- **DEVELOP DETAILED PLAN FOR DOWNTOWN SITE**
- **COMPARE SITE COSTS**
- **FINISH SCHEMATIC FLOOR PLANS**
- **DEVELOP ELEVATIONS**
- **COMPARATIVE COSTS – FOR HOW MANY SCHEMES**



Hatch Mott
MacDonald March 22, 2013

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*



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
JAYNE BELL, OMB Director

MEMORANDUM

TO: Board of County Commissioners

FROM: Angie Jones

CC: Hunter Walker

DATE: June 5, 2014

RE: Request from Holi Corp for amended lease

The request made by Holi Corp for an amended lease is unchanged from the prior Board meeting—basically a 99-year lease at \$1 per year.

The current lease requires payment as follows:

- 5% of room rental up to \$25,000 of gross receipts;
- 3% of room rental above \$25,000 of gross receipts;
- 2% of food, beverage and ancillary facilities;
- Minimum annual payment of \$11,000.

Please find attached a copy of the Board's 2001 policy regarding credits given to Navarre Beach leaseholders. The policy is administered by the Clerk's office and is applied to both residential and commercial leases. Generally, the policy provides credit based on the amount of taxes actually paid by owners of developed properties. As the owner of a vacant parcel, Holi Corp would not be entitled to any credit for property taxes paid; however, the company could avail itself of the benefit once development has occurred.

It is my understanding that this policy was enacted by the Board so that owners of improved property would not be subject to both taxes and lease fees.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street
Milton, Florida 32570-4592

JIM WILLIAMSON, District One
H. BYRD MAPOLES, District Two
W.D. "DON" SALTER, District Three
DEBBIE DAWSEY, District Four
W.A. "BUCK" LEE, District Five

HUNTER WALKER, County Administrator
THOMAS V. DANNHEISSER, County Attorney
JOEL D. HANIFORD, Budget Director

NAVARRE BEACH LEASE PAYMENT POLICY

Effective November 1, 2001, certain improvements to leasehold interests on Navarre Beach will be subject to ad valorem taxation. The Santa Rosa County Board of County Commissioners desires to implement a voluntary policy in order to provide a credit to lease payments for applicable leases so that the total of a leaseholder's ad valorem tax payment for improvements and lease payment does not exceed the amount equivalent to what ad valorem taxes would be for the leaseholder's improvements and land (or pro rata share of land) if both were taxable.

A credit shall be given on lease payments due between the period of November 1 to October 31, equal to any ad valorem taxes paid for the tax year beginning on the same November 1. No credit shall be given until the ad valorem tax payment is actually paid. Only ad valorem taxes paid to Santa Rosa County or the Santa Rosa County School District shall qualify for credit.

If for any reason, ad valorem taxes are not paid or are deemed not to be legally collectible, the lease payment shall be as provided in the lease.

If for any reason it is determined by a court of competent jurisdiction that any ad valorem tax payment is to be refunded, then the full rental payment as specified in the lease agreement shall be due and payable by the same date that the refund of ad valorem tax payment to the leaseholder is due. Additionally, any applicable late fee or interest on said lease payment shall also be due to the extent that any interest or other costs are applicable to an ad valorem tax refund.

Santa Rosa County may modify or repeal this policy at any time and at its sole discretion.

Hunter Walker

From: Angie Jones
Sent: Thursday, May 15, 2014 9:14 AM
To: Hunter Walker
Subject: Holi Corp

Hunter: I've sent you Holi Corp's request for an amended lease. As you'll see, the request is for 99 years at \$1.00 per year. Of course, if fee simple were ever possible, Holi Corp has indicated that it would desire to obtain a deed for this property. I would suggest removing the fee simple language from the lease (latter portion of Paragraph VII) simply because we do not know what the final legislation will look like, and we would not want a conflict in the documents.

As for rent, the existing lease requires payment of:

- 5% of room rental up to \$25,000 of gross receipts;
- 3% of room rental above \$25,000 of gross receipts;
- 2% of food, beverage and ancillary facilities;
- Minimum annual payment of \$11,000.

In 2003, monthly remittances from Holi Corp ranged from \$3,400 in December to \$28,800 in July.

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.

MOORE, HILL & WESTMORELAND, P.A.

ATTORNEYS AT LAW

H. EDWARD MOORE, JR. *^M
LARRY HILL *
YANCEY F. LANGSTON
CHARLES F. BEALL, JR. †⁺
GEORGE R. MEAD, II
MARGARET T. STOPP
DOUGLAS S. WOODWARD †
TIFFANY A. SULLIVAN †
DANIEL M. EWERT

* Board Certified Civil Trial Lawyer
† Board Certified Appellate Lawyer
^M Certified Circuit Court Mediator
+ Also Admitted in Alabama

Ninth Floor
SunTrust Tower
220 West Garden Street
Pensacola, Florida 32502

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Pensacola, Florida 32591-3290

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internet
<http://www.mhw-law.com>

Writer's Email Address:
lhill@mhw-law.com

April 8, 2014

Ms. Angela Jones, County Attorney
SANTA ROSA COUNTY
6495 Caroline Street
Suite M
Milton FL 32570

Re: *Holi Corp. and AmFi Investments v. Brown and Nichols*

Dear Ms. Jones:

Enclosed is a proposed Restated and Amended Lease Agreement. As you are aware, my client is struggling to do everything possible to obtain financing to begin construction on the new hotel and we need to have resolution of the lease provisions prior to beginning construction. Please let us know if it meets with your approval, or let us have your comments or questions.

Thank you.

Very truly yours,

MOORE, HILL & WESTMORELAND, P.A.



Larry Hill

Enclosure

APR 10 2014

RESTATED AND AMENDED LEASE AGREEMENT

THIS RESTATED AND AMENDED LEASE AGREEMENT, hereinafter called "Agreement," is made this ____ day of _____, 2014, between SANTA ROSA COUNTY, a political subdivision of the state of Florida, hereinafter called the "Lessor" and HOLI CORP, a Delaware corporation, hereinafter called the "Lessee."

I. STATEMENT OF PURPOSE

That certain Lease Agreement (the "Original Lease") recorded in O.R. Book 197 at Page 671 of the public records of Santa Rosa County, Florida, was entered into by and between Santa Rosa County and John H. Tatum and Waughantha G. Tatum, as the Lessee, creating a leasehold on the Leased property as hereinafter defined, which lease was assigned to AFCO Investments Corporation, a Florida corporation, via that certain instrument recorded in OR Book 273 at Page 507 of the public records of Santa Rosa County, Florida and which was subsequently assigned to Holi Corp, a Delaware corporation, via that certain instrument recorded in OR Book 1869 at Page 1 of the public records of Santa Rosa County, Florida, which was amended via that certain instrument dated May 24, 1979, and recorded in OR Book 476 at Page 345 of the public records of Santa Rosa County, Florida, and which was amended further via that certain instrument dated November 9, 1994, and recorded in OR Book 1446 at Page 167 of the public records of Santa Rosa County, Florida, and which is currently held by Lessee. This Restated and Amended Lease shall supersede the Original Lease and any amendments thereto and shall be the instrument defining the agreement between Lessor and Lessee or Sub-Lessee as to the premises described in Section II.

II. PREMISES LEASED

Lessor does hereby grant, demise, and lease to the Lessee, the following property on Santa Rosa Island, in Santa Rosa County, Florida, to wit:

SEE ATTACHED EXHIBIT A

III. TERM OF LEASE

The original term of this Lease is for 99 years, beginning on the effective date of the original lease term, which was June 26, 1969. This Lease shall renew automatically for additional 99 year terms so long as Lessee is not in default under this Lease or, if in default at the expiration date, has not cured the default after notice and the period of time allowed for curing default under this Agreement.

IV. USE OF LEASED PREMISES

The Leased Property is leased to Lessee for the purpose of developing hotel facilities and accessory uses.

Lessee shall construct a hotel facility containing a minimum of 150 rooms. Lessee shall commence construction of the hotel within six (6) months and shall complete construction within fourteen (14) months of commencement.

VI. ASSIGNMENT OF LEASE

This lease may not be assigned, mortgaged, pledged or subleased without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

VII. RENT

A. Lease payment for Hotel Operations. Lessee agrees to pay \$1.00 per year as the rental for this lease. In addition, Lessee agrees to pay the assessed property taxes for the current tax year and for each year thereafter during the term of the lease, subject to the rights of any property owner to challenge the assessed value. If the United States Congress passes legislation allowing the conveyance of fee simple title to Lessees, then Santa Rosa County will deed the property in full fee simple ownership to Lessee without the payment of any additional monies from Lessee to Lessor and Lessee will pay only real property taxes, with no additional lease fees on said property. Thereafter, all rights of fee simple ownership shall vest in the Lessee and all provisions of this lease shall be automatically terminated.

VIII. PUBLIC UTILITIES AND SERVICES

The Lessee, if required by the Lessor, shall exclusively use, at such rates or charges as may be fixed or approved by the Lessor from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Lessor or by others under agreement with or license or permit from the Lessor including water and sewage. Nothing in this paragraph shall obligate Lessor to provide any service.

Subject to any vested legal rights, Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the leased property, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the leased property. Lessee shall also keep and maintain the leased property in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

This Lease and the leased property shall always be subject to applicable covenants, restrictions and building codes adopted from time to time by governmental agencies having authority over the leased property, including regulations adopted by Lessor in the exercise of police power.

IX. COMPLIANCE WITH LAWS, SAFETY

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the leased property, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the leased property. Lessee further agrees to maintain the leased property in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its business for the protection of the public.

This Lease and the Leased property are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 at Page 303 of the public records of Escambia County; and the said Covenants and Restrictions are made a part hereof; as if fully set forth herein. Furthermore, this Lease and the Leased property shall always be subject to applicable covenants, restriction and building codes adopted from time to time by the Lessor and any other governmental agency having authority over the Demised Premises.

X. TITLE TO IMPROVEMENTS

Title to any building or other improvements of a permanent character that shall be erected or placed upon the leased property by the Lessee shall upon termination of this Lease vest in said Santa Rosa County subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such fixed permanent improvements from the leased property.

XI. REPAIRS AND MAINTENANCE

Lessee or its successors or assigns shall, at its own costs and expenses, repair, replace and maintain the leased property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the leased property.

XII. TAXES AND ASSESSMENTS

Lessee or its successors or assigns shall pay and discharge all existing and future taxes, sales taxes, lease taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the leased property.

XIII. MORTGAGES

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation (each a "Leasehold Mortgage"), and to refinance and or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage (each a "Leasehold Mortgage") may, but shall not be required to, perform on Lessee's behalf any of Lessee's

obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Lessor is concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

XIV. LESSOR'S ACCESS

The Lessor and Lessor's agents shall at all reasonable times have access to the leased property for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

XV. INDEMNITY; INSURANCE

All property of every kind which may be on the leased property during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Lessor shall not be liable to Lessee, or any other person for property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Lessor shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees, visitors, successors, or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Leased property as wholly suitable for the purpose for which it is leased and agrees to hold the Lessor harmless from all claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless the Lessor for and from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury occurring on the leased property, and if suit is brought against Lessor upon any claim pursuant to this paragraph. Lessee will, upon notice of such suit, assume the defense of the suit at Lessee's expense.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Lessor. Proof of such insurance must be provided to the Lessor on a yearly basis.

XVI. DESTRUCTION OF PREMISES

In the event of damage to or destruction of any Improvements required as described herein to be constructed on the Leased property by fire, windstorm, water or any other cause whatsoever, Lessee shall at its own cost, within twelve (12) months' time (or additional reasonable period not to exceed a total of twenty-four (24) months) (the "Repair Period"), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Lessor shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. Failure to do so shall constitute a breach of this Lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the Leased property shall be payable to the Lessor and Lessee jointly to assure the repair or replacement of such improvements and/or leveling and cleaning of the Demised Premises. The Lessor shall have a lien on all such insurance proceeds, regardless of whether it is

named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision. In the event Lessee is unable to repair or rebuild the Improvements, then Lessee shall have a reasonable period of time within which to market and sell the Leasehold.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Lessor. Proof of insurance must be provided to the Lessor upon demand.

XVII. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES;

The Lessor may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute a default under the terms of this Lease.

- (1) If Lessee shall desert or vacate the Demised Premises;
- (2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- (3) If Lessee fails to properly develop the Leased property in the manner specified.
- (4) If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease that Lessee is to perform.
- (5) If Lessee fails to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Lessee's business.
- (6) The Lessor may immediately terminate and cancel this Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors.

In case any portion of the rental, assessments, or debts attributable to the use and occupancy of the Leased property remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue in such nonpayment and default after thirty (30) days' notice in writing from the Lessor (the "Initial Notice Period") to the Lessee, then the Lessor may declare this Lease terminated and may take possession of the Leased Property and all the Improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Lessor that it has a leasehold interest and has furnished the Lessor an address where notice to it may be sent, then, in that event, the Lessor may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms, and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Lessor has mailed notice of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Lessor may declare this Lease terminated and may take possession of the Leased property and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Lessor that it has a Leasehold Interest and has furnished the Lessor an address where notice to them may be sent, then, in that event, the Lessor may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Leased property and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Lessor shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

XVIII. ATTORNEY'S FEES

If default be made by Lessee in the performance of any of the terms, covenants, agreements or conditions set forth in this Lease, so that it becomes necessary to place the enforcement of this Lease or any part of this Lease or the collection of any rent due or to become due hereunder or the recovery or possession of the leased property in the hands of an attorney or to file suit upon this Lease, Lessee shall pay Lessor all the costs incurred in such action, including reasonable attorney's fees. Likewise, if default be made by Lessor in the performance of any of the terms, covenants, agreements or conditions set forth in this Lease, so that it becomes necessary to place the enforcement of this Lease or any part of this Lease in the hands of an attorney or to file suit upon this Lease, Lessor shall pay Lessee all the costs incurred in such action, including reasonable attorney's fees.

XIX. NOTICES

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. Mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other and by any financial institution and/or Special Entity (or their respective agents) to the Lessor and shall be deemed to have been received on the date of actual receipt by the addressee.

Lessor: Attention: County Administrator
 Santa Rosa County Board of County Commissioners
 6495 Caroline Street, Suite M
 Milton, Florida 32570

Lessee: _____

XX. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, respectively, subject to other provisions in this Lease limiting assignment.

XXI. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

XXII. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

XXIII. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in construction or interpretation of this Lease or any of its provisions.

XXIV. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Lessor and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

XXV. WAIVERS

The failure of the Lessor to insist, in any one or more instances on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

XXVI. TIME OF ESSENCE

Time is of the essence of each and every provision, covenant, and condition of this Lease on the part of Lessee to be done and performed.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals
this _____ day of _____, 2014.

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

ATTEST:

Clerk of Court

By: _____
Chairman

HOLI CORP

ATTEST:

Secretary

By: _____
_____, Its _____

(NOTARY BLOCKS ON FOLLOWING PAGE)

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

BEFORE ME, the undersigned authority, personally appeared _____, as
Chairman, Santa Rosa County Board of County Commissioners, who is personally known to me
or who produced _____ as identification and
who acknowledged before me that the foregoing instrument was executed for the purposes
therein expressed.

SWORN TO AND SUBSCRIBED this _____ day of _____, 2014.

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

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ as
_____ of Holi Corp who is personally known to me or who produced
_____ as identification and who acknowledged
before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this ____ day of _____, 2014.

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

10002

AMENDMENT TO LEASE AGREEMENT

SANTA ROSA COUNTY, FLA.

THIS AMENDMENT to that certain lease dated June 26, 1969, by and between Santa Rosa County Beach Administration, as Lessor, and John H. Tatum and wife, Waugantha G. Tatum, as Lessee, and recorded in the official records of Escambia County, Florida, in Official Records Book 557, at page 435, is hereby made, executed and delivered as of this the 21st day of May, 1979, by and between Santa Rosa County Beach Administration, as Lessor, and AmFi Investments Corporation, a Delaware corporation, the successor to John H. Tatum and Waugantha G. Tatum, as Lessee:

WITNESSETH:

1. That Paragraph 6 of the above-described lease ^{7/1/79} at such time as additional units are be and the same is hereby amended/to read as follows: constructed and completed and available for occupancy. *JS*

"6. Lessee covenants and agrees to pay and the Administration hereby reserves, as rental for this lease:

"A. In the event that the annual gross receipts exceed \$2,768,000.00 and additional rooms are completed a minimum annual rental of the greater of \$138,000.00, or

"1. The following percentages on gross receipts from room rental:

"(a) 5% of the first \$25,000.00;

"(b) 3% of all gross receipts in excess of \$25,000.00; and

"2. Food, beverage and ancillary facilities: 2% of the gross receipts from all other sources, including, but not limited to, receipts from the sale of food and alcoholic beverages.

"B. "In the event that the annual gross receipts are less than \$2,768,000.00, the rental shall be determined in accordance with paragraph 6 of the original lease dated June 26, 1969.

"C. The minimum annual rental as provided for in the original lease shall be paid in advance on the 1st day of January of each year and shall be credited towards any additional payments which may be due to the Lessor pursuant to Paragraphs 6 A and B herein. The payments provided for in Paragraphs 6 A or B shall be payable to the administration monthly no later than fifteen (15) days after each months close of business.



IN WITNESS WHEREOF, the said Santa Rosa County Beach Administration has caused this instrument to be signed by its Chairman, and attested by its Secretary, and

the seal of the Administration to be affixed thereto, and the said Lessees have hereunto set their hands and seals on this 24th day of May, 1979.

OF BOOK 476 PAGE 346

SANTA ROSA COUNTY BEACH ADMINISTRATION, Lessor

SANTA ROSA COUNTY, FLA.

By: *William H. Peterson*
Chairman

ATTEST:

Charles J. Smith
Secretary

Signed, sealed and delivered in the presence of as to Santa Rosa County Beach Administration

Robert E. Johnson
Paula S. Johnson

AEFI INVESTMENTS CORPORATION, Lessee

By: *P. E. Mason*
President

ATTEST:

[Signature]
Secretary

Signed, sealed and delivered in the presence of as to AEFI Investments Corporation

Charles J. Smith
Delia Beata Alderman

STATE OF FLORIDA
SANTA ROSA COUNTY

Before me, the undersigned notary public, personally appeared *William H. Peterson and Charles J. Smith* well known to me and known to me to be the Chairman and Secretary respectively of Santa Rosa County Beach Administration, and acknowledged that they executed the foregoing instrument for and in the name of said Administration,

Commercial 5% Lease Fees

HOLIDAY INN	NB COM5%	APRIL 03	001	3620003	05/21/2003	\$14,105.96
HOLIDAY INN	NB COM5%	MAY 03	001	3620003	06/13/2003	\$20,462.35
HOLIDAY INN	NB COM5%	JUNE 03	001	3620003	07/11/2003	\$23,108.78
HOLIDAY INN	NB COM5%	JULY 03	001	3620003	08/08/2003	\$28,807.25
HOLIDAY INN	NB COM5%	AUG 03	001	3620003	09/12/2003	\$16,698.46
HOLIDAY INN	30811	SEPT RENT	001	3620003	10/10/2003	\$7,423.85
HOLIDAY INN	NB COM5%	OCT 03	001	3620003	11/07/2003	\$7,664.47
HOLIDAY INN	NB COM5%	NOV 03	001	3620003	12/05/2003	\$4,984.31
HOLIDAY INN	NB COM5%	DEC 03	001	3620003	01/12/2004	\$3,370.18
HOLIDAY INN	NB COM5%	JAN 04	001	3620003	02/09/2004	\$15,912.11
HOLIDAY INN	NB COM5%	FEB 04	001	3620003	03/12/2004	\$5,727.31
HOLIDAY INN	NB COM5%	MARCH 04	001	3620003	04/12/2004	\$13,621.15
HOLIDAY INN	NB COM5%	APRIL 04 INCL 00 TO 02 CR	001	3620003	05/11/2004	\$10,231.80
HOLIDAY INN	NB COM5%	MAY 04	001	3620003	06/07/2004	\$1,552.69
HOLIDAY INN	NB COM5%	JUNE 04	001	3620003	07/12/2004	\$23,708.35
HOLIDAY INN	NB COM5%	JULY 04	001	3620003	08/17/2004	\$33,346.71
HOLIDAY INN	NB COM5%	AUG 04	001	3620003	09/13/2004	\$12,585.09
HOLIDAY INN	20041457	SEPT 04	001	3620003	11/05/2004	\$3,331.46
HOLIDAY INN	NB COM5%	RENT	001	3620003	02/15/2005	\$11,000.00
HOLIDAY INN	NB COM5%	JAN 04 TO DEC 04 TAX	001	3620003	05/20/2005	\$532.37
HOLI CORP	NB COM5%	RENT	001	3620003	06/09/2006	\$11,000.00
HOLI CORP	NB COM5%	RENTE FEE	001	3620003	12/14/2006	\$11,000.00
HOLI CORP	NB COM5%	120407	001	3620003	12/06/2007	\$11,000.00
HOLI CORP	NB COM5%	QUARTERLY RENT	001	3620001	12/01/2008	\$11,000.00
HOLI CORP	NB COM5%	111009 MINIMUM RENT CLOSE	001	3620001	11/18/2009	\$11,000.00
HOLI CORP	NB COM5%	RENT 111610	001	3620001	11/29/2010	\$11,000.00
CROWNE PLAZA	NB COM5%	2011 FORMER HOLIDAY INN	001	3620001	01/12/2012	\$11,000.00
CROWNE PLAZA	NB COM5%	2012 FORMER HOLIDAY INN	001	3620001	11/26/2012	\$11,000.00
HOLI CORP NAVARRE P	NB COM5%	2013 LEASE HOLIDAY INN	001	3620001	11/21/2013	\$11,000.00
						\$357,174.65

Sales Tax

HOLIDAY INN	GEN S/T	ARPIL 03	001	20800011	05/21/2003	\$916.89
HOLIDAY INN	GEN S/T	MAY 03	001	20800011	06/13/2003	\$1,330.06
HOLIDAY INN	GEN S/T	JUNE 03	001	20800011	07/11/2003	\$1,502.08
HOLIDAY INN	GEN S/T	JULY 03	001	20800011	08/08/2003	\$1,872.48

HOLIDAY INN	GEN S/T	AUG 03	001	20800011	09/12/2003	\$1,085.41
HOLIDAY INN	GEN S/T	SEPT RENT	001	20800011	10/10/2003	\$482.56
HOLIDAY INN	GEN S/T	OCT 03	001	20800011	11/07/2003	\$498.20
HOLIDAY INN	GEN S/T	NOV 03	001	20800011	12/05/2003	\$323.97
HOLIDAY INN	GEN S/T	DEC 03	001	20800011	01/12/2004	\$219.07
HOLIDAY INN	GEN S/T	JAN 04	001	20800011	02/09/2004	\$1,034.29
HOLIDAY INN	GEN S/T	FEB 04	001	20800011	03/12/2004	\$372.28
HOLIDAY INN	GEN S/T	MARCH 04	001	20800011	04/12/2004	\$885.38
HOLIDAY INN	GEN S/T	APRIL 04 INCL 00 TO 02 CR	001	20800011	05/11/2004	\$665.07
HOLIDAY INN	GEN S/T	MAY 04	001	20800011	06/07/2004	\$100.93
HOLIDAY INN	GEN S/T	JUNE 04	001	20800011	07/12/2004	\$1,541.04
HOLIDAY INN	GEN S/T	JULY 04	001	20800011	08/17/2004	\$2,167.53
HOLIDAY INN	GEN S/T	AUG 04	001	20800011	09/13/2004	\$818.03
HOLIDAY INN	GEN S/T	SEPT 04	001	20800011	11/05/2004	\$216.55
HOLIDAY INN	GEN S/T	TAX	001	20800011	02/15/2005	\$715.00
HOLIDAY INN	GEN S/T	JAN 04 TO DEC 04 TAX	001	20800011	05/20/2005	\$34.60

HOLI CORP	GEN S/T	TAX	001	20800011	06/09/2006	\$715.00
HOLI CORP	GEN S/T	TAX	001	20800011	12/14/2006	\$715.00
HOLI CORP	NB COM5%	120407	001	3620003	12/06/2007	\$715.00
HOLI CORP	GEN S/T	QUARTERLY RENT TAX	001	20800011	12/01/2008	\$715.00
HOLI CORP	NB C TAX	111009 TAX	001	20800011	11/18/2009	\$715.00
HOLI CORP	GEN S/T	RENT 111610	001	20800011	11/29/2010	\$715.00
CROWNE PLAZA	GEN S/T	2011 FORMER HOLIDAY INN	001	20800011	01/12/2012	\$715.00
CROWNE PLAZA	NB C TAX	2012 FORMER HOLIDAY INN	001	20800011	11/26/2012	\$715.00
HOLI CORP NAVARRE P	NB C TAX	2013 LEASE HOLIDAY INN	001	20800011	11/21/2013	\$715.00
						\$23,216.42

Water/Sewer Revenue

HOLIDAY INN NAVARRE	AC	0120251002-00			03/24/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			04/24/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			05/12/2003	\$10,999.22
HOLIDAY INN NAVARRE	AC	0120251002-00			06/20/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			07/14/2003	\$10,867.50
HOLIDAY INN NAVARRE	AC	0120251002-00			08/11/2003	\$10,807.50
HOLIDAY INN NAVARRE	AC	0120251002-00			09/08/2003	\$13,634.85
HOLIDAY INN NAVARRE	AC	0120251002-00			10/13/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			11/18/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			12/08/2003	\$13,662.25
HOLIDAY INN NAVARRE	AC	0120251002-00			01/12/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			02/09/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			03/08/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00			04/13/2004	\$10,927.36
HOLIDAY INN NAVARRE	AC	0120251002-00			05/11/2004	\$15,451.47
HOLIDAY INN NAVARRE	AC	0120251002-00			06/07/2004	\$16,102.41
HOLIDAY INN NAVARRE	AC	0120251002-00			07/12/2004	\$15,590.47
HOLIDAY INN NAVARRE	AC	0120251002-00			08/09/2004	\$16,593.28
HOLIDAY INN NAVARRE	AC	0120251002-00			09/22/2004	\$17,458.81
HOLIDAY INN NAVARRE	AC	0120251002-00			10/29/2004	\$12,597.69
HOLIDAY INN NAVARRE	AC	0120251002-00			01/21/2005	\$10,937.38
HOLIDAY INN NAVARRE	AC	0120251002-00			02/23/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			03/11/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			04/08/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			05/06/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			06/10/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			07/19/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			10/14/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			11/14/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			12/09/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			01/17/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			02/09/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			03/10/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00			04/07/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			05/08/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			06/12/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			07/07/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			08/04/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			09/08/2006	\$13,744.50

MSBU's

HOLIDAY INN NAVARRE	AR	003019-00				01/13/2004
HOLIDAY INN NAVARRE	AR	003019-00				01/26/2004
HOLIDAY INN NAVARRE	AR	003019-00				12/29/2004
HOLIDAY INN NAVARRE	AR	003019-00				01/13/2006
HOLIDAY INN NAVARRE	AR	003019-00				08/15/2006

HOLIDAY INN NAVARRE	AC	0120251002-00			10/06/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			11/13/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			12/08/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			01/05/2007	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			02/09/2007	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			03/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			04/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			05/04/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			06/08/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			07/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			08/10/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			09/07/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			10/05/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			11/08/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			12/07/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			01/07/2008	\$14,721.15

HOLIDAY INN NAVARRE	AC	0120251002-00			02/01/2008	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			03/07/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			04/04/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			05/09/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			06/06/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			07/07/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			08/08/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			09/05/2008	\$15,310.20
HOLIDAY INN	AC	0120251003-00			03/24/2003	\$30.00
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HOLIDAY INN	AC	0120251003-00			05/12/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			06/20/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			08/11/2003	\$60.00
HOLIDAY INN	AC	0120251003-00			09/08/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			10/13/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			11/18/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			12/08/2003	\$33.00
HOLIDAY INN	AC	0120251003-00			01/12/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			02/09/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			03/08/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			04/13/2004	\$33.33
HOLIDAY INN	AC	0120251003-00			05/11/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			06/07/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			07/12/2004	\$30.00
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HOLIDAY INN	AC	0120251003-00			09/22/2004	\$32.40
HOLIDAY INN	AC	0120251003-00			10/29/2004	\$32.40
HOLIDAY INN	AC	0120251003-00			01/21/2005	\$34.20
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HOLIDAY INN	AC	0120251003-00			03/11/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			04/08/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			05/06/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			06/10/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			07/19/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			10/14/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			11/14/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			12/09/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			01/17/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			02/09/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			03/10/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			04/07/2006	\$33.70

HOLIDAY INN	AC	0120251003-00			05/08/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			06/12/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			07/07/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			08/04/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			09/08/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			10/06/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			11/13/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			12/08/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			01/05/2007	\$33.70
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HOLIDAY INN	AC	0120251003-00			08/10/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			09/07/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			10/05/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			11/08/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			12/07/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			01/07/2008	\$35.04
HOLIDAY INN	AC	0120251003-00			02/01/2008	\$35.04
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HOLIDAY INN	AC	0120251003-00			04/04/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			05/09/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			06/06/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			07/07/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			08/08/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			09/05/2008	\$36.45
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HOLIDAY INN	AC	0420251002-01			04/05/2004	\$222.68
HOLI CORP	UB	00491-00			10/10/2008	\$15,310.20
HOLI CORP	UB	00491-00			11/07/2008	\$15,310.20
HOLI CORP	UB	00491-00			12/08/2008	\$15,310.20
HOLI CORP	UB	00491-00			01/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			02/06/2009	\$15,310.20
HOLI CORP	UB	00491-00			03/06/2009	\$15,310.20
HOLI CORP	UB	00491-00			04/13/2009	\$15,310.20
HOLI CORP	UB	00491-00			05/08/2009	\$15,310.20
HOLI CORP	UB	00491-00			06/05/2009	\$15,310.20
HOLI CORP	UB	00491-00			07/10/2009	\$15,310.20
HOLI CORP	UB	00491-00			08/07/2009	\$15,310.20

HOLI CORP	UB	00491-00			09/11/2009	\$15,310.20
HOLI CORP	UB	00491-00			10/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			11/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			12/11/2009	\$15,310.20
HOLI CORP	UB	00491-00			01/11/2010	\$15,310.20
HOLI CORP	UB	00491-00			02/05/2010	\$15,310.20
HOLI CORP	UB	00491-00			03/15/2010	\$15,310.20
HOLI CORP	UB	00491-00			04/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			05/07/2010	\$15,310.20
HOLI CORP	UB	00491-00			06/04/2010	\$15,310.20
HOLIDAY INN NAVARRE	UB	00491-00			07/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			08/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			09/10/2010	\$15,310.20
HOLI CORP	UB	00491-00			10/08/2010	\$15,310.20
HOLI CORP	UB	00491-00			11/15/2010	\$15,310.20
HOLI CORP	UB	00491-00			12/10/2010	\$15,310.20
HOLI CORP	UB	00491-00			01/07/2011	\$15,310.20
HOLI CORP NAVARRE P	UB	00491-01			03/07/2014	\$16,270.40
HOLI CORP NAVARRE P	UB	00491-01			04/11/2014	\$9,516.80
HOLI CORP	UB	00492-00			10/10/2008	\$36.45
HOLI CORP	UB	00492-00			11/07/2008	\$36.45
HOLI CORP	UB	00492-00			12/08/2008	\$36.45
HOLI CORP	UB	00492-00			01/09/2009	\$36.45
HOLI CORP	UB	00492-00			02/06/2009	\$36.45
HOLI CORP	UB	00492-00			03/06/2009	\$36.45
HOLI CORP	UB	00492-00			04/13/2009	\$36.45
HOLI CORP	UB	00492-00			05/08/2009	\$36.45
HOLI CORP	UB	00492-00			06/05/2009	\$36.45
HOLI CORP	UB	00492-00			07/10/2009	\$36.45
HOLI CORP	UB	00492-00			08/07/2009	\$36.45
HOLI CORP	UB	00492-00			09/11/2009	\$36.45
HOLI CORP	UB	00492-00			10/09/2009	\$36.45
HOLI CORP	UB	00492-00			11/09/2009	\$36.45
HOLI CORP	UB	00492-00			12/11/2009	\$36.45
HOLI CORP	UB	00492-00			01/11/2010	\$36.45
HOLI CORP	UB	00492-00			02/05/2010	\$36.45
HOLI CORP	UB	00492-00			03/15/2010	\$36.45
HOLI CORP	UB	00492-00			04/09/2010	\$36.45
HOLI CORP	UB	00492-00			05/07/2010	\$36.45
HOLI CORP	UB	00492-00			06/04/2010	\$36.45
HOLIDAY INN NAVARRE	UB	00492-00			07/09/2010	\$36.45

HOLI CORP	UB	00492-00			08/09/2010	\$36.45
HOLI CORP	UB	00492-00			09/10/2010	\$36.45
HOLI CORP	UB	00492-00			10/08/2010	\$36.45
HOLI CORP	UB	00492-00			11/15/2010	\$36.45
HOLI CORP	UB	00492-00			12/10/2010	\$36.45
HOLI CORP	UB	00492-00			01/07/2011	\$36.45
HOLI CORP NAVARRE P	UB	00492-02			03/07/2014	\$124.64
HOLI CORP NAVARRE P	UB	00492-02			04/11/2014	\$72.90
						\$1,293,073.46

\$125.00
\$1,075.00
\$1,500.00
\$1,500.00
\$121,475.33
\$125,675.33

STATE OF FLORIDA
COUNTY OF SANTA ROSA

APPLICATION FOR CERTIFICATE OF
CONVENIENCE AND NECESSITY PERTAINING
TO OPERATION OF EMERGENCY AIR AMBULANCE TRANSPORTATION
SERVICES IN SANTA ROSA COUNTY

1. Name of Applicant: Med-Trans Corporation, dba Lifeguard
2. Business address: 4340 Avalon Boulevard, Milton FL. 32583
3. Name which applicant will operate: Lifeguard 1
4. Telephone Number: 850-983-3000
5. Principal officers:

Fred Buttrell (MTC) Title: CEO

Rob Hamilton (MTC) Title: COO

Brett Jovanovich (LGA) Title: President

_____ Title: _____

_____ Title: _____

Directors of Applicant:

Jason L. Kimbrell, Regional Executive Lifeguard Ambulance Service of Florida, LLC

Brian Burrell, Regional Operations Manager

6. Territory which Applicant desires to serve: Santa Rosa County
7. Number of vehicles: 1
8. Brief description of vehicles, including kind and type, passenger capacity, arrangement, size, and gross weight: Bell Textron 407 helicopter, 1 pilot and up to 3 medical staff, 1 patient,
standard configuration wt. 2691lbs
9. Describe the location and description of the place or places from which the vehicle is intended to operate: The aircraft would be positioned at the Lifeguard Ambulance Service EMS
Headquarters, located at 4340 Avalon Boulevard, Milton, Florida 32583

10. Describe briefly the training and experience of the applicant in the transportation and care of patients:

Lifeguard Ambulance Service is an accredited ambulance service with a proven commitment to the community, proudly serving the community for nearly seven years. Lifeguard will utilize Med-Trans Corporation as its aviation partner. Med-Trans Corporation has been in the patient rotor wing transport business since 1982. Med-Trans currently has over 70 aircraft operating in 21 states, 7 of which are currently operating in Florida.

11. Description of ambulance:

a. Make: Bell Textron

b. Model: 407

c. Year of manufacture: 2012

d. Motor number: Rolls Royce 250 C47B

e. Chassis: _____

f. State or Federal Aviation Agency registration number: N407YB

g. Color scheme: Lifeguard Ambulance Service brand (See Attached)

h. Insignia, name, monogram, or other distinguishing characteristics to be used to designate the Applicant's ambulance: (See Attached)

12. Names and addresses of three (3) residents of the County as references:

Joshua Spencer: 6120 Buttonbrook Drive, Pace, Florida 32571

Dr. Kim Landry: 405 Water Lane, Gulf Breeze Florida 32561

Wes Harrell: 1188 Old Trail, Gulf Breeze Florida, 32563

14. By execution of this Application by its duly authorized officer, Applicant agrees to file, in the event that the Application is granted and prior to its effectiveness, copies of policies of public liability, property damage and malpractice insurance as provided in Ordinance 87-54 of the Board of

County Commissioners of Santa Rosa County, Florida, or a surety bond conditioned for the payment and satisfaction of any final judgment as required by such ordinance.

15. By execution of this Application by its duly authorized officer, Applicant agrees to file, in the event that the Application is granted and prior to its effectiveness, a copy of standard operating procedures which shall include all general and/or special instructions to personnel as to the exact nature of the duties, when applicable, under what conditions, to whom and how emergency care shall be rendered; and acknowledges that said standard operating procedures are to be reviewed and approved by the Board prior to initiation of service.
16. Attached to this application is Applicant's fee of \$50.00.

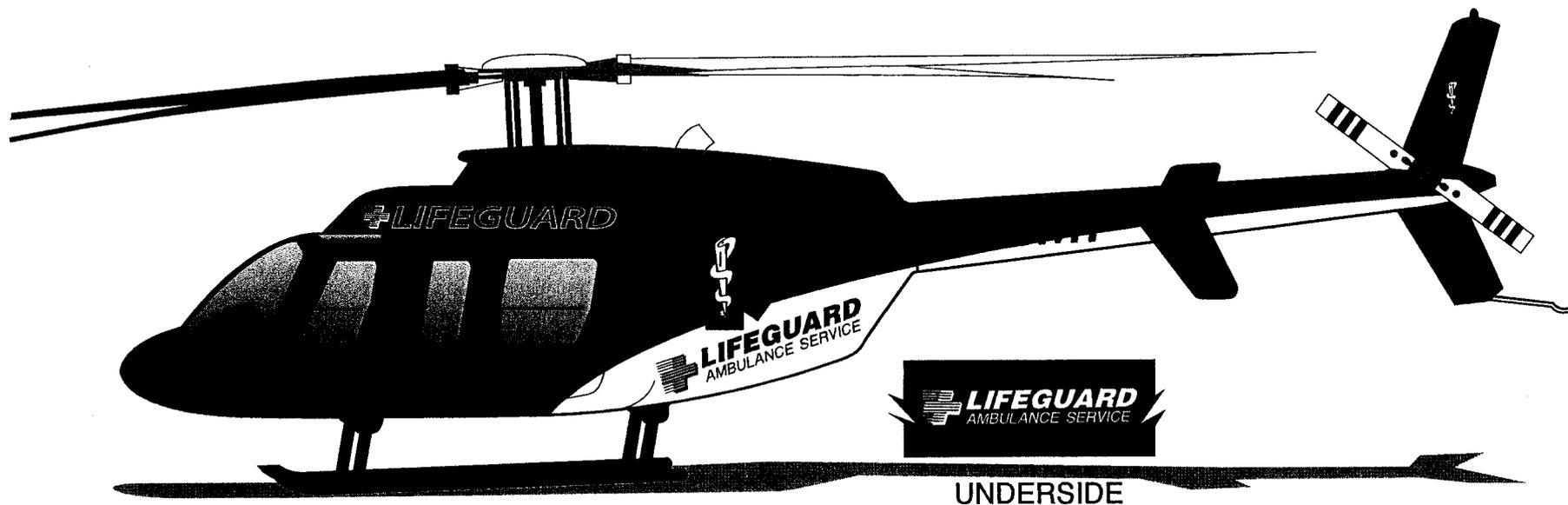
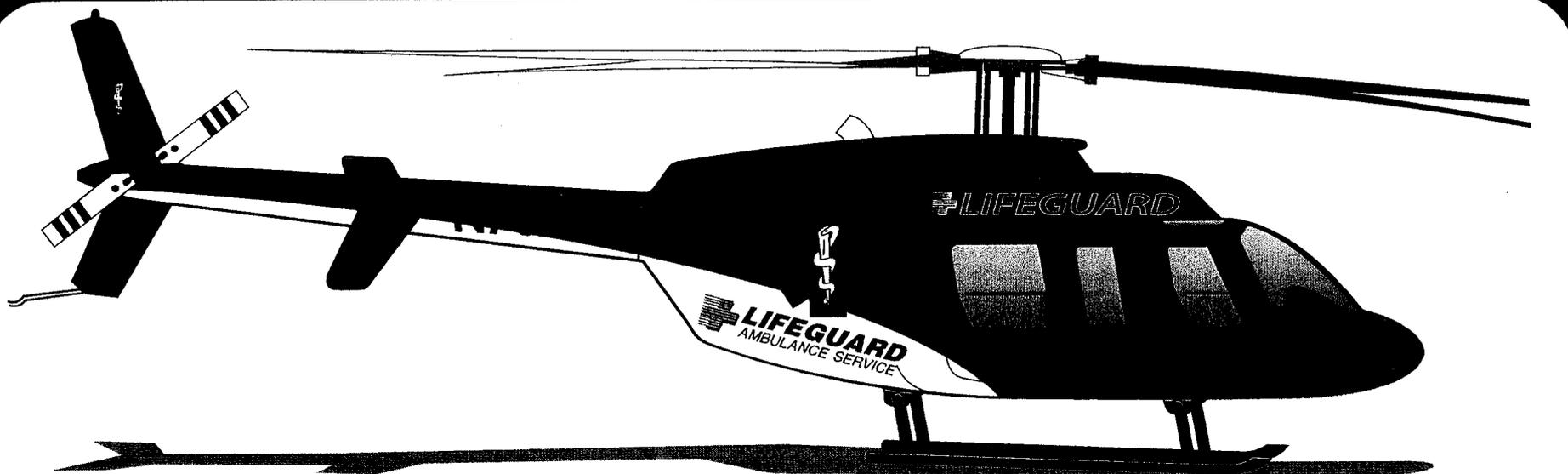
APPLICANT'S NAME:

Med-Trans Corporation, dba Lifeguard

By: Jason L Kimbrell

Its: Regional Executive

Date: 5.30.2014





May 29, 2014

Mr. Hunter Walker
County Administrator - Santa Rosa County
6495 Caroline Street, Suite M
Milton, Florida 32570

Dear Mr. Walker:

Lifeguard Ambulance Service considers it an honor and a privilege to serve the residents and visitors of Santa Rosa County. Lifeguard has enjoyed being part of an unsurpassed public safety team for nearly seven years: one that continuously seeks ways to better improve the health, safety, and welfare of the community. Lifeguard feels strongly that the Santa Rosa County community would benefit by having access to a medical helicopter incorporated into the existing EMS system, providing the rapid patient transport of the sick and injured. The integration of an EMS helicopter into the current 911 system would be a unique model that would increase access, improve quality, and offer a consistent continuity of care, while also providing an additional lifesaving resource that the community could call their own. Although Escambia and Okaloosa counties both have medical helicopters based in their counties that support the 911 systems, they are not fully-integrated with EMS systems.

Program Design: Fully-integrated Bell 407 air medical helicopter into the current Santa Rosa County EMS system. The aircraft would be branded to match the ground ambulances currently operating within the community. Lifeguard would staff the aircraft and be solely responsible for clinical operations and marketing. **Call Sign: Lifeguard 1**

Primary Service Area: Santa Rosa County, Florida (1017 sq/miles)

Job Creation at Inception (18): 4 – pilots, 1 – mechanic, 6 – critical care registered nurses, 6 – critical care paramedics, 1 – base manager

Average Annual Salary: \$58,250

Aviation Partner: Med-Trans Corporation

BOCC Action Requested: Lifeguard Ambulance Service respectfully requests that a COPCN be issued to Med-Trans Corporation, *dba Lifeguard*, to allow for a fully-integrated air medical resource into the existing EMS system. Lifeguard is requesting to be listed as an agenda item for the BOCC meeting on June 9th.

On behalf of the senior leadership of Lifeguard Ambulance Service and its aviation partner Med Trans Corporation, I sincerely thank you for your continued support.

Respectfully,

A handwritten signature in black ink, appearing to read "Jason L. Kimbrell", is written over a horizontal line.

Jason L. Kimbrell, MS, NREMT-P
Regional Executive
Lifeguard Ambulance Service of Florida, LLC

Corporate Headquarters
4211 Jerry L. Maygarden Drive
Pensacola, FL 32504
Phone: (850) 473-6676
Fax: (850) 473-6772

Bay County
1430 Harrison Avenue
Panama City, FL 32401
Phone: (850) 785-0911
Fax: (850) 785-0711

Columbia County
392 SE James Avenue
Lake City, FL 32025
Phone: (386) 487-3911
Fax: (386) 487-0366

Santa Rosa County
4340 Avalon Boulevard
Milton, FL 32583
Phone: (850) 983-3000
Fax: (850) 626-0076

7

From: Commissioner Jim Melvin
Sent: Wednesday, May 28, 2014 8:58 AM
To: Danny Warrick
Cc: Hunter Walker
Subject: Re: walking trail around Spencer Field

Thank you for contacting me on this issue Danny. I think that is an outstanding idea and I will ensure it hits the next agenda for board action.
Jim

Sent from my iPad

> On May 28, 2014, at 8:52 AM, "Danny Warrick" <danny.warrick@gmail.com> wrote:
>
>
> Dear Mr. Melvin
>
> I have been trying to get on the commission meeting agenda for over a month.
> what I wanted was to propose installing 8 park benches around the
> Spencer Field walking trail at no expense to the county, you know the
> trail is 4 miles around and I wanted to put a 4 foot bench every 1/2
> mile along the trail, not a place for people to gather but a place for
> someone to rest now and then. But with no success I am now writing to you for help. I was also wanting to name the
trail The Jimmy Williamson Walking Trail, can you help me please.
>
> Thanks Danny Warrick
>
>

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

Hunter Walker

From: Roy, Randy CIV NAS WHITING FIELD <randy.roy@navy.mil>
Sent: Wednesday, June 04, 2014 3:39 PM
To: Hunter Walker
Cc: Commissioner Jim Melvin; Angie Jones
Subject: RE: walking trail around Spencer Field

All,

First, thanks for the opportunity to provide comments. We enjoy our tremendous partnership with the community and continue to seek ways to provide "win-win" strategies. The purpose of the existing easement from the Navy to erect sidewalks around Navy Outlying Landing Field Spencer was to effect safe travel for the community around the airfield. As you well know, Spencer Field is one of our busiest helicopter training assets and the flight activities encumber the entire airfield footprint. While we understand the query below (park bench every 1/2 mile); one of our primary goals is to limit potential construction/development immediately adjacent the asset. Constructing or adding park bench furniture along the fence line would be outside the parameters of the existing easement and has the potential to encourage additional growth or requests with respect to development along the fence line. As for the renaming query, the potential erection of a sign to dedicate/designate the sidewalk in honor of Commissioner Williamson is definitely plausible. We would just request the actual site location (if a sign/plate is deemed the appropriate avenue to take). I believe this may be added to Monday's agenda and I can be there to further answer any questions that may come up with respect to the query below. Please don't hesitate to call or contact me if you need additional information.

v/r

Randy Roy
Navy Operational Liaison Officer
NAS Whiting Field
850-665-6132
DSN 868

FOR OFFICIAL USE ONLY - This email and any attached files may contain Privacy Sensitive information. Any misuse or unauthorized disclosure may result in both civil and criminal penalties. If you received this document in error, please notify me at the above phone number and destroy the document immediately in accordance with Privacy Act procedures.

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

From: Hunter Walker [mailto:HunterW@santarosa.fl.gov]
Sent: Wednesday, May 28, 2014 9:33 AM
To: Commissioner Jim Melvin; Danny Warrick
Cc: Roy, Randy CIV NAS WHITING FIELD
Subject: RE: walking trail around Spencer Field

All,

The Navy owns Spencer Field and I am forwarding this request to Randy Roy for his input. Thanks, Hunter

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



Spencer Field
Santa Rosa County, Florida



Disclaimer:
The GIS maps and data distributed by the Santa Rosa County (SRC) Department are derived from a variety of public and private sector sources considered to be appropriate, but the accuracy, completeness, and currency thereof are not guaranteed. The Santa Rosa County Commission neither endorses, represents or implies, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the Santa Rosa County Commission or any agent, service, or employee that in some manner is involved associated with the use of this data, and assumes no responsibility for its accuracy or its use, misuse or harm. For further map information, call 904.833.1111 or visit our website at www.sant ROSAcounty.com



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
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners
FROM: *HW* Hunter Walker, County Administrator
DATE: June 5, 2014
SUBJECT: Interlocal Agreement with ECUA

The Board of Commissioners recently authorized solicitation of proposals for collection and processing of recyclable materials and received proposals from Emerald Coast Utilities Authority (ECUA) and Waste Management, Inc. Attached is summary of those proposals compiled by Environmental Department staff.

As you will note the estimated cost of the Waste Management proposal is in excess of \$1.0 million. The ECUA proposal appears straightforward in that they desire to use property located at Central Landfill as recyclable material transfer station wherein they would transport the material to Montgomery, Alabama along with recyclable material collected from Escambia County.

Based on the ECUA proposal a draft interlocal agreement has been developed and sent for ECUA review/response.

		Waste Management - Alternative Proposal		ECUA Option 3	ECUA Option 2
Estimated Recycling Volume, tons / month	800				
Estimated Number of Transfer Trucks @ 15 tons/load / month	53				
Estimated Number of Recycling Drop Site Containers	44				
Estimated number of pulls /year	2,400				
Lease Fees - Recycling Facility			\$0.00	\$36,000.00	\$1.00 / Year
Lease fees - Equipment			\$0.00	\$11,000.00	
Recyclables Rebate / Sale of Recyclables (Projected - Non Guarantee)		\$15.00	\$144,000.00	None	None
Flat Rate to Provide Recycling Services			N/A	\$200,000.00	Services provided at no cost to Santa Rosa County
Recycling Drop Site Cost - Per pull		(\$220.00)	(\$528,000.00)	Included	
Management of Recyclables at Central - Month		\$21,400.00	\$256,800.00	Included	
Transportation Cost to Processing Facility / Truck		\$1,540.00	\$985,600.00	Included	
Total Cost for Services			-\$1,098,400.00	-\$153,000.00	\$0.00

Waste Management Comments

Waste Management revenue of \$15.00/ton is from the processing facility not WM and is not guaranteed.

Any additional charges, tipping or disposal fees etc, would be passed to the county.

WM's charge for pulling containers could be less if sufficient containers are available to swap out containers in one trip.

WM would not be responsible for any maintenance or upkeep of drop sites, containers or the Central LF Recycling Facility.

ECUA Comments

ECUA indicated that recycling rebates may be available under Option 3 (10%) in the future if a processing facility is built in the area.

ECUA wants to have "meaningful and detailed discussions regarding this RFP and other possible interlocal agreements with SRC" but did not provide information of what other interlocal agreements they would propose.

Option 2 is for transportation / management of recyclables deposited at Central - SRC would service all Drop Sites, if any are reopened.

****Estimated cost for number of container pulls & tractor trailer loads based on SRC historical data for servicing Drop Sites and estimated recycling volumes.**



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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 

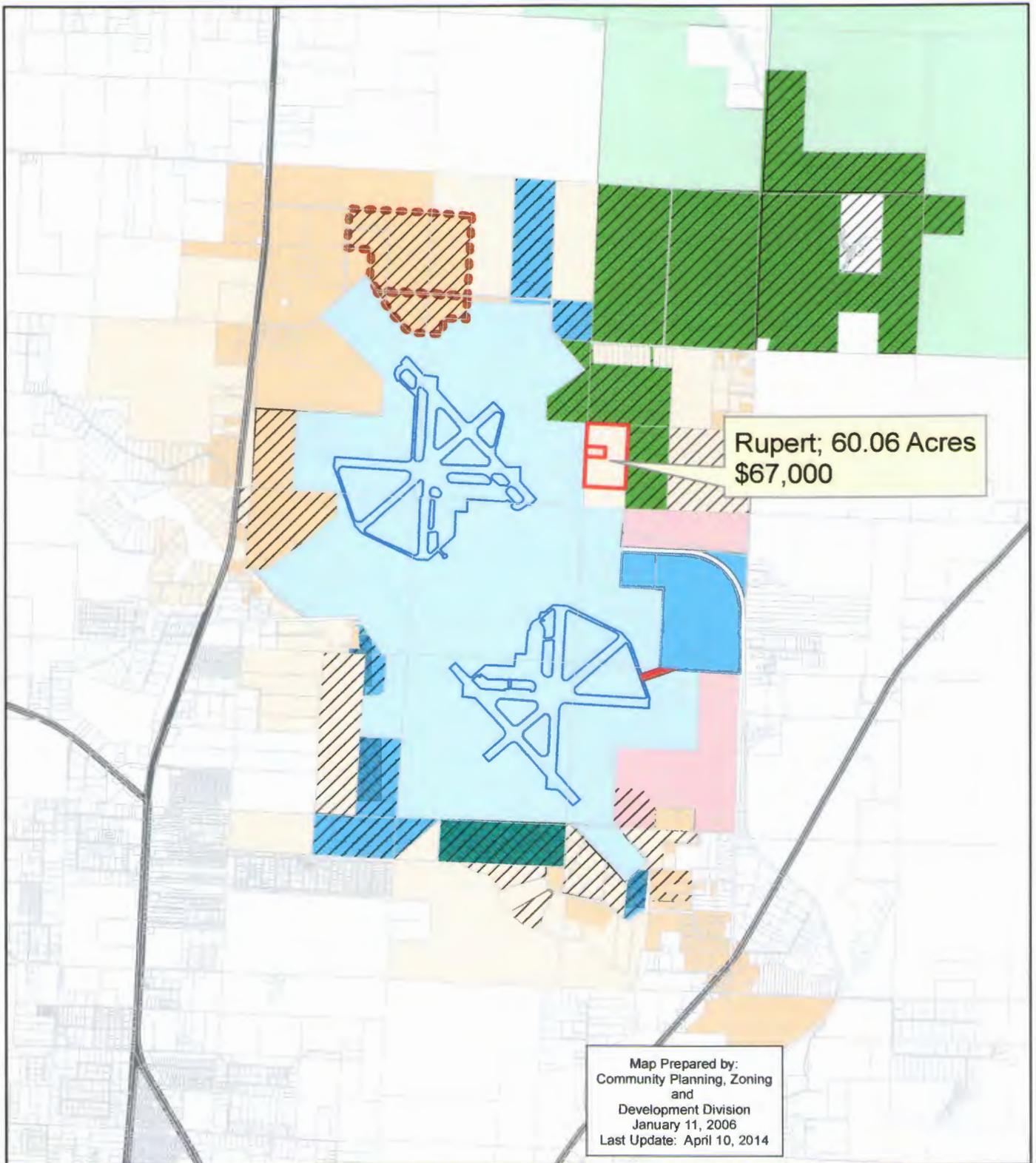
DATE: June 2, 2014

**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 project for your consideration:

1. Paul and Shelley Rupert are agreeable to selling a restrictive easement (60.6 acres, parcel id no. 36-3N-0000-00300-0000 and 36-3N-0000-00302-0000, map attached). The appraised value of the easement is \$67,000.00. The county's Defense Infrastructure Grant will pay for 25% of the purchase price and the Navy's REPI finds will pay the balance.

Acquisition of Property Interests on Parcels Buffering NAS Whiting Field



Legend

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> June 2 2014 Acquisitions Whiting Air Park Taxiway Main Roads Parcels | Acquisition Status <ul style="list-style-type: none"> Clear Creek NAS Whiting Field Navy Projects Santa Rosa County Desired Acquired Santa Rosa County Acquired (Blackwater State Forest Mgt) Acquired (DEP Mgt) | <ul style="list-style-type: none"> Ag Easements Purchased Wolfe Creek Forest Proposal Navy Restrictive Easement Agreement/Covenants <ul style="list-style-type: none"> Complete Pending |
|---|---|---|



Map Document: (C:\mav's-d-drive\mav\work\AngieJones
Restrictive Easement Acquisition June 2 2014.mxd)
6/2/2014 - 11:21:30 AM

CONTRACT FOR SALE OF RESTRICTIVE EASEMENT

Paul J. Rupert and Shelley R Rupert, "Sellers", 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 #36-3N-28-0000-00300-0000 and #36-3N-28-0000-00302-0000

See Exhibit A attached hereto

II. PURCHASE PRICE: \$67,000.00

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 June, 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 30th day of November, 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.

PAUL J. RUPERT

WITNESSES:

Name: _____

Name: _____

SHELLEY R. RUPERT

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.

Description (1)

The N 1/2 of the NW 1/4 of the SW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida, subject to the West 30.0 feet for ingress and egress easement.

Together with a 30 foot ingress and egress easement described a follows:

The West 30.0 feet of the NW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida.

Description (2)

The S 1/2 of the NW 1/4 of the SW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida, subject to the West 30.0 feet for ingress and egress easement.

Together with a 30 foot ingress and egress easement described a follows:

The West 30.0 of the NW 1/4 and the West 30.0 feet of the N 1/2 of NW 1/4 of the SW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida.

Description (3)

The N 1/2 of the SW 1/4 of the SW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida, subject to the West 30.0 feet for ingress and egress easement.

Together with a 30 foot ingress and egress easement described a follows:

The West 30.0 feet of the NW 1/4 and the West 30.0 feet of the NW 1/4 of the SW 1/4 of Section 36, Township 3 North, Range 28 West of Santa Rosa County, Florida.

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



County Attorney Position Announcement

The County of Santa Rosa is seeking an experienced County Attorney. This position is located in Milton, Florida, and will be responsible for professional legal work representing departments, advising administrative officials, and conducting civil suits. This position is also responsible for advising officials, employees and representing the County in administrative and legislative matters.

Illustrative Duties

(NOTE: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Prepares written legal opinions, ordinances, resolutions, contracts, leases, and memoranda.
- Drafts and presents legislative bills to local delegations.
- Negotiates terms and conditions of contracts and agreements.
- Serves as Attorney representing the County in such diverse areas as fire, finance, tax, engineering, personnel, labor, public services, zoning, and administration.
- Advises officials and employees on legal questions and prepares legal opinions.
- Gathers facts, checks investigation reports, reviews files, and answers correspondence.
- Participates in the preparation of assigned State and Federal cases for trial.
- Makes discovery, prepares briefs and pleadings and supervises necessary investigations.
- Tries cases and appeals unsatisfactory adverse judgments to higher courts.
- Explains and interprets ordinances and status of various cases.
- Provides advice concerning legal questions within the various operating divisions.
- Advises in areas to include labor and employment, health care, complex contract negotiations and transactions, and litigation of employment law issues including civil rights, ADA, and FMLA.
- Performs related work as required.

Minimum Requirements

Requirements include a Juris Doctorate from an American Bar Association (ABA) accredited law school, minimum 5 years experience, admission to the Florida Bar and qualifications to practice in Federal and Appellate courts. Experience in areas of local government law and litigation experience in a community comparable to Santa Rosa County is highly desirable.

Knowledge, Skills & Abilities

- Knowledge of judicial procedures.
- Knowledge of State statutory and State and Federal constitutional law, and their application to County operations and ordinances.
- Ability to learn the organization, functions and authority of the various County departments/groups and constitutional officers.
- Ability to represent the interests of the County departments/groups in drafting legislation and legal documents.
- Ability to present and argue cases in court.
- Ability to analyze cases for their value as legal precedents.
- Ability to deal tactfully and effectively with County administrative officials, employees, court officials, attorneys, and the general public.
- Excellent oral and written communication skills.
- Ability to communicate with assist citizens who make inquiries regarding County processes.

Compensation: \$115,000 to 145,000 Depending on Qualifications (DOQ)

First review of resumes will take place on May 30, 2014; position is open until filled.

Please send your resume, letter of interest and references to the Human Resources Director, Santa Rosa County Florida, 6495 Caroline Street, Suite H, Florida 32570, or e-mail to hr@santarosa.fl.gov

Santa Rosa County is a drug free workplace and an Equal Opportunity Employer committed to a diverse workforce.

**Santa Rosa County Human Resources
6495 Caroline Street, Suite H • Milton, Florida • 32570 • hr@santarosa.fl.gov**

County Attorney Position Announcement

The County of Santa Rosa is seeking an experienced County Attorney. This position is located in Milton, Florida, and will be responsible for professional legal work representing departments, advising administrative officials, and conducting civil suits. This position is also responsible for advising officials, employees and representing the County in administrative and legislative matters; attending Commission meetings and conferences to receive policy direction, responding to legal questions, and advising about alternative legal and administrative approaches to resolve issues affecting the County; and providing a full range of legal services including litigation and transactional services.

Requirements include a Juris Doctorate from an American Bar Association (ABA) accredited law school, minimum 5 years experience, admission to the Florida Bar, and qualifications to practice in Federal and Appellate courts. Experience in areas of local government law and litigation experience in a community comparable to Santa Rosa County is highly desirable.

Compensation: \$115,000 to 145,000 (DOQ)

First review of resumes will take place on May 30, 2014; position is open until filled.

Please send your resume, letter of interest and references to the Human Resources Director, Santa Rosa County Florida, 6495 Caroline Street, Suite H, Florida 32570, or e-mail to hr@santarosa.fl.gov

For additional information, please visit our website at www.santarosa.fl.gov

Santa Rosa County is a drug free workplace and an Equal Opportunity Employer committed to a diverse workforce.

Pursuant to Florida's open records law, applications and resumes are subject to disclosure.

ATTORNEY APPLICANTS

LAST NAME	NAME	CITY	STATE
AMADOR	ORLANDO AMADOR	TAMPA	FL
ANDREWS	ROY V. ANDREWS	MILTON	FL
BECKISH, JR.	RICHARD M. BECKISH, JR.	PENSACOLA	FL
BOUCHARD	DAYNA L. BOUCHARD	NORTH PORT	FL
DEBRAAL	WILLIAM K. DEBRAAL	VERO BEACH	FL
DEMMING	JENNIFER D. DEMMING	GULF BREEZE	FL
DOBSON	RACHEL LILLIAN DOBSON	PEMBROKE PINES	FL
DUBYAK	JEREMY LUCAS DUBYAK	PENSACOLA	FL
ELLINGTON	LEAH E. ELLINGTON	?	FL
ENGLISH	JASON ENGLISH	PACE	FL
FERRY	CHRISTOPHER A. FERRY	PENSACOLA	FL
GIROD	Dr. ROBERT J. GIROD	FORT WAYNE	IN
GLASSMAN	GARY M. GLASSMAN	ORLANDO	FL
GRAHAM	TRISHA SMITH GRAHAM	DESTIN	FL
HAMPTON	TEMIKIA L. HAMPTON	ORLANDO	FL
HUGES	CHARLES E. HUGHES	PACE	FL
HUNT	MICHAEL D. HUNT	FORT MYERS	FL
KOWZAN	JULIA M. KOWZAN	FORT LAUDERDALE	FL
LAMELAS	MEL LAMELAS	?	
MEYERS	DENNIS A. MEYERS	TAMPA	FL
MITCHELL	WAYNE MITCHELL	TALLAHASSEE	FL
MORAN	JAMES MICHAEL MORAN	FORT MYERS	FL
MURPHY	DIANE K. MURPHY	ORLANDO	FL
OSTROW	STEPHEN A. OSTROW	MIAMI	FL
PALMER	ROBERT G. PALMER	BEAUFORT	SC
PATEL	MEETA D. PATEL	PHILADELPHIA	PA
SHELKOFKY JR.	MORRIS EUGENE SHELKOFKY JR	TALLAHASSEE	FL
SHERWIN	PHILIP N. SHERWIN	ARCADIA	FL
SULLIVAN	TIFFANY A SULLIVAN	MILTON	FL
TETREULT	LORI A TETREULT	PORT CHARLOTTE	FL
TODD	STEPHEN M. TODD	RIVERVIEW	FL
WANG	LARRY WANG	FRUIT COVE	FL
WHEATON	WYNDI L. WHEATON	PENSACOLA	FL



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
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners

FROM: *W/W* Hunter Walker, County Administrator

DATE: May 15, 2014

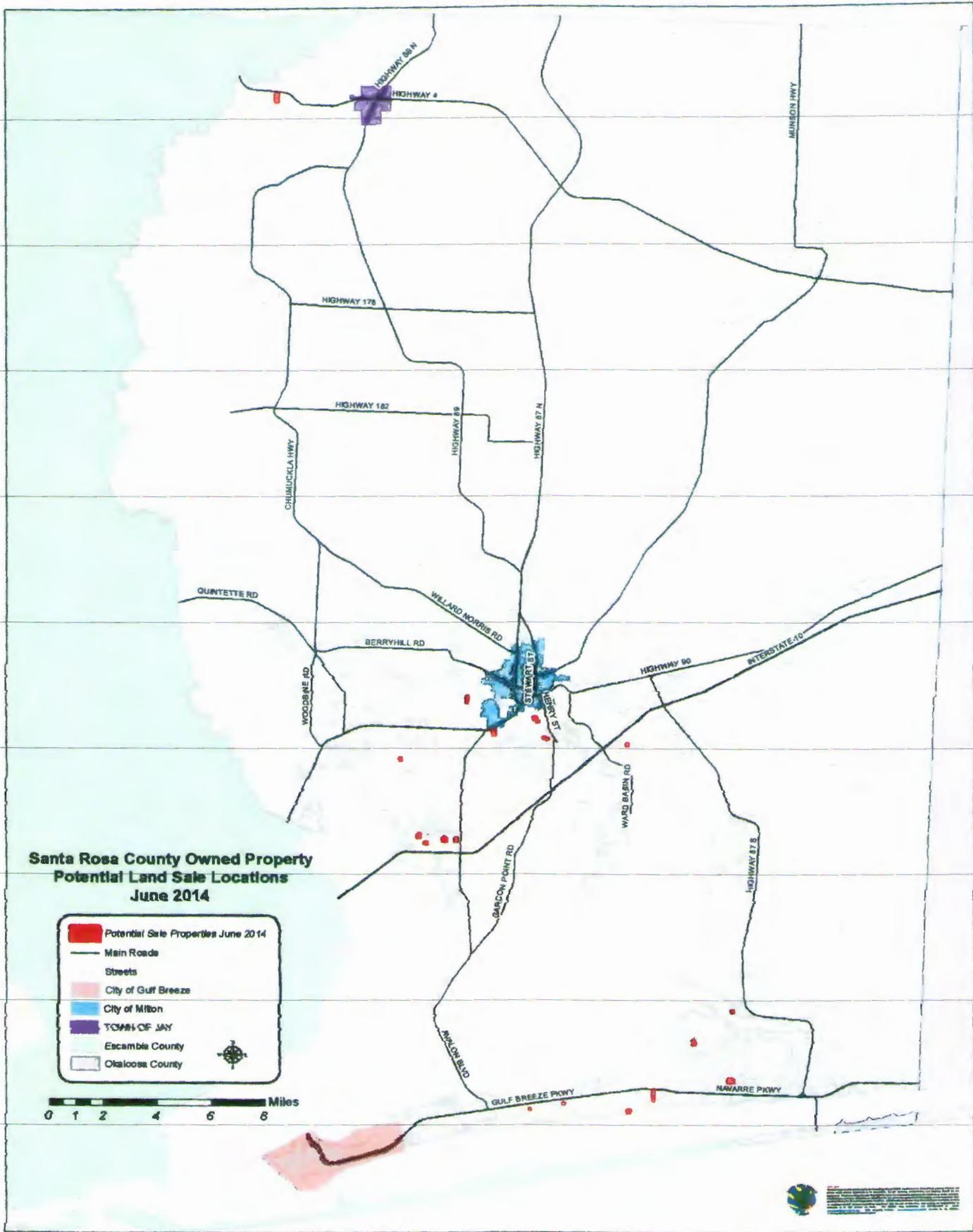
SUBJECT: County Owned Parcels

Commissioner Melvin requested staff develop and review the list of county owned parcels to determine which properties could be sold and placed back on tax roll. Attached is that list developed by the Computer Departments which includes property owned by County excluding rights of way, retention ponds, etc.

The list describes the property/parcel, current use and the public works need for the property. Commissioner Melvin requested placement of this on Monday Committee meeting for the Board to review. In my review of the list, it includes a parcel on Birmingham Drive that the Board sold via advertised proposals within the last year.

Call with questions.

Parcel Number	ParcelSort	Owner Name	Parcel Use	Land Total Assessed	Parcel Total Assessed	CALC_ACRE	Subd Code	TxDist	Bldg Cnt	SRCUse	GISNotes	PW_Notes
012S270000043040000	S272010000043040000	SRC	008600	44,688.00	44,688.00	0.54	0000	12	0	see PW Notes next to Holley Boat Ramp #1	0.54 Ac, Holley Boat Ramp #1-Bought for parking lot - SELL	
182S261920000000W00	S262181920000000W00	SRC	008600	1,531.00	1,531.00	3.12716945	1920	12	0	see PW Notes wetlands	3.13 Ac on Sherwood, possible wetlands - SELL	
151N280120041000030	N281150120041000030	SRC	008600	3,022.00	3,022.00	0.16286994	0120	16	0	see PW Notes Limit St	0.162 Ac on Limit St, platted lot, presumed tax deed SELL 0.21 Ac landlocked near Triangle St in Bagdad, tax deed OR Bk 337 Pg 724 - SELL	
151N280120059000010	N281150120059000010	SRC	008600	4,059.00	4,059.00	0.2062058	0120	16	0	see PW Notes off Triangle St	0.21 Ac landlocked near Triangle St in Bagdad, tax deed OR Bk 337 Pg 724 - SELL	
171N280000001000000	N281170000001000000	SRC	008600	27,836.00	27,836.00	6.08464299	0000	16	0	see PW Notes corner of Pine Forest Rd and Old Bagdad Hwy	6.08 Ac Pine Forest Rd & Old Bagdad Hwy, future County warehouse	
051N280000028060000	N281050000028060000	SRC	008600	7,587.00	7,587.00	1.17	0000	13	0	see PW Notes Hamilton Bridge Rd	1.17 Ac, 40' x 1,245' - SELL???	
145N300000004000000	N305140000004000000	SRC	008600	28,910.00	28,910.00	10.51	0000	20	0	see PW Notes along Morristown Rd	10 Ac old pit on Morristown Rd, may need to retain drainage easement if we sell - SELL	
261N290000058000000	N291260000058000000	SRC	008600	11,400.00	11,400.00	0.67698248	0000	22	0	see PW Notes next to retention pond 261N29-SRC-62	.68 Ac, on Roxies Ln. north side of County retention pond, OR Bk 602 Pg 270, for pond expansion - SELL?	
292S270000001000000	S272290000001000000	SRC	008600	104,237.00	104,237.00	2.27	0000	14	0	see PW Notes wetlands	2.27 Ac, landlocked, waterfront, wetlands, east of east end of Soundside Dr. - SELL	
181N270000001000000	N271180000001000000	SRC	008600	95.00	95.00	0.20501218	0000	15	0	see PW Notes off Old Hickory Hammock Rd	0.20 Ac landlocked near Old Hickory Hammock, tax deed OR Bk 337 Pg 724 - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	1.92837534	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	0.96418541	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
212S270000025000000	S2722100000025000000	SRC	008600	62,310.00	62,310.00	2.39396798	0000	14	0	see PW Notes 45' wide, possible road or drainage easement	3.61 Ac, 45' wide x 2280 +/- deep, south side of Hwy 98, presume tax deed, some wetlands - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	1.92838832	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	1.92838832	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
401N280090566000010	N281400090566000010	SRC	008600	35,910.00	35,910.00	1.92836935	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, north of Del Monte St, presume tax deed - SELL	
401N280090454000130	N281400090454000130	SRC	008600	10,054.00	10,054.00	0.96418242	0090	11	0	see PW Notes wetlands (Avalon)	0.96 Ac, north of San Juan St, OR Bk 1502 Pg 382, - 0.05 Ac, 19' x 119'+/- strip between two homes, Marilyn Ct., OR Bk 1832 Pg 1234, tax deed - SELL	
272S28472000D000481	S28227472000D000481	SRC	008600	2,375.00	2,375.00	0.05167286	4720	14	0	see PW Notes looks like maybe drainage ditch	1832 Pg 1234, tax deed - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	1.92837258	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
401N280090566000010	N281400090566000010	SRC	008600	35,910.00	35,910.00	1.92837377	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, north of Del Monte St, presume tax deed - SELL	
401N280090530000010	N281400090530000010	SRC	008600	55,062.00	55,062.00	1.92838222	0090	11	0	see PW Notes wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed - SELL	
242S270000002000000	S272240000002000000	SRC	008600	202,801.00	202,801.00	20.05219897	0000	12	0	see PW Notes mostly wetlands	20.00 Ac, landlocked, south of Manatee, one-half +/- wetlands, from DOT, OR Bk 629 Pg 178 - SELL??	
101N285690000000340	N281105690000000340	SRC	008600	1,995.00	1,995.00	0.01848747	5690	16	0	see PW Notes wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL	
101N285690000000340	N281105690000000340	SRC	008600	1,995.00	1,995.00	1.86883185	5690	16	0	see PW Notes wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL	
262S2810500000000A0	S2822610500000000A0	SRC	008600	95.00	95.00	0.1	1050	14	0	see PW Notes area along Bay Breeze Dr	.10 Ac, on Bay Breeze Dr. private rd, tax deed - SELL	
101N280000010000000	N281100000010000000	SRC	008600	1,425.00	1,425.00	0.16806035	0000	16	0	see PW Notes Pattersontown Rd	0.172, Ac 50' x 150', Pattersontown Rd,- OJ 70 Pg 66 - SELL	
101N285690000000340	N281105690000000340	SRC	008600	1,995.00	1,995.00	0.01848747	5690	16	0	see PW Notes wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL	
101N285690000000340	N281105690000000340	SRC	008600	1,995.00	1,995.00	1.86883185	5690	16	0	see PW Notes wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL	



Map data provided by Esri, DeLorme, NAVTEQ, Swire, GEBCO, USGS, AeroGRID, IGN, and the GIS User Community

Zoom County Zoom In Zoom Out Panby Hand Get Info Zoom To Parcel Center On Parcel Measure Area Tool Print Search Sales Additional Options [Map Help](#) / [Santa Rosa Home](#) / [Property Search](#) / [Permit Search](#)

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Controls

Available Layers

- Parcels
- Parcel Numbers
- Dimensions
- Lots
- Yearly Sales
- MLS Listings
- Sec-Twn-Rng
- Commissioners Working Dist
- Commissioners Voting Dist
- Voting Precincts
- Fire Districts
- Fire Hydrants
- Sewer Franchise Areas
- Water Franchise Areas
- Flood Map
- Soils (click for info)
- Roads
- Aerial Photos
- Airfield Layers
- School Layers
- Base Layers
- Lakes & Rivers
- Railroads
- Area Landmarks
- Point Landmarks
- Military Lands
- City and Town Areas





Reports

Parcel

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

Generate Owner List By Radius

PARCEL INFORMATION TABLE			
Selected Parcel	10-1N-28-0000-01000-0000 (Click for Complete Card)		
DOR Property Usage	OTHER COUNTY (86)		
Acres	0.172		
Property Use	COUNTY		
Land Use	008600		
OWNERSHIP INFORMATION			
Name	SANTA ROSA COUNTY		
Mailing Address	SR COUNTY FINANCE DEPT PO BOX 472; MILTON, FL 325720472		
Situs/Physical Address	PARCHTOWN RD		
2013 Certified Values			
Land Value	1,425		
Aq Land Value	0		
Building Value	0		
Misc Value	0		
Just Value	1,425		
Assessed Value	1,425		
Exempt Value	1,425		
Taxable Value	0		
LAST 2 SALES			
Date	Price	Vacant?	Qual

Parcel List

Legend

Measure

Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Greg Brown Santa Rosa County Property Appraiser

BEG 860 FT E & S 13 DEG W 545
 FT OF NW COR LOT 5 FOR POB TH
 89 DEG E 150 FT S 50 FT N 89 D
 EG W 150 FT N 13 DEG W 50 FT

SANTA ROSA COUNTY
 SR COUNTY FINANCE DEPT
 PO BOX 472
 MILTON, FL 32572-0472

10-1N-28-0000-01000-0000

SANTA ROSA 2014 R
 CARD 001 of 001
 BY BRITTNEY

PRINTED 6/03/2014 16:22
 APPR 2/18/2014 TJ

BUSE	AE?	HTD AREA	.000	INDEX	200706.99	COUNTY	NBHD	PUSE	008600	COUNTY	
MOD	BATH	EFF AREA		E-RATE	.000	INDX	STR 10- 1N- 28				
EXW	FIXT	RCN		%GOOD		AYB	MKT AREA 05				0 BLDG
%	BDRM			BLDG VAL		EYB	SXQUA				0 XFOB
RSTR	RMS						AC	.172			1,500 LAND
%	UNTS	FIELD CK:					NTCD				0 CLAS
%	C-W%	LOC: PARCHTOWN RD BAGDAD					APPR CD				0 MKTUSE
%							CNDO				1,500 JUST
%	PMTR						SUBD				1,500 APPR
HTTP	STYS						BLK 01000				0 SOHD
A/C	ECON						LOT 0000				1,500 ASSD
QUAL	FUNC						MAP#				1,500 EXPT
FNDN	SPCD						03				0 COTXBL
SIZE	DEPR						TXDT 016				
CETL											
ARCH											

3,000-4,000

BLDG TRAVERSE

SUB	A-AREA	%	E-AREA	%	SUB VALUE						

TOTAL

AE BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ	UNITS	UT	PRICE	ADJ	UT	PR	SPCD	%	%GOOD	XFOB	VALUE
-------	------	------	-----	-----	------	-----	----	----	-----	-------	----	-------	-----	----	----	------	---	-------	------	-------

AE	LAND	DESC	ZONE	ROAD	Fire	CDRE	FRONT	DEPTH	FIELD CK:	7/22/2008	ME	UNITS	UT	PRICE	ADJ	UT	PR	LAND	VALUE
N	008600	COUNTY	R1M		UTIL	Qty	{UD4	BACK	DT	ADJUSTMENTS		50.000	FF	30.000			30.00		1,500

NOTE - M35A

AMENDMENT # 1

THIS AMENDMENT, entered into between the Florida Coalition Against Domestic Violence, hereinafter referred to as "FCADV" and the **Santa Rosa Board of County Commissioners**, hereinafter referred to as the "Provider," amends Florida Coalition Against Domestic Violence Contract #14-8027-SAO.

PREAMBLE: This amendment updates the Contract.

1. Page 1, Sections 4 and 5 are hereby amended to read:

4. Contract Amount

The FCADV shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$ 61,415.00, subject to the availability of funds and satisfactory performance of all terms by the Provider. The FCADV's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature to the Florida Department of Children and Families (the "Department") and the Department's contract with the FCADV. Any Provider costs or services paid for from any other contract or source are not eligible for payment under this contract.

5. Funding Sources

The breakdown by funding source for the contract amount is as follows:

- (a) STOP Violence Against Women Formula Grant Program (VAWA/STOP) **\$ 61,415.00**

2. Page 16, Section 15 a. is hereby amended to read:

15. Payment

a. Payment Chart

FCADV will make payments to the Provider for the provision of services up to the maximum number or units of service and at the rates listed below:

Service Unit	Unit Price	Maximum # of Units
Month of Services: (Monthly Invoice, Monthly Financial Report, and HHS Report)	Total Unit: \$6,220.50	9
Month of Services: (Monthly Invoice, Monthly Financial Report, and HHS Report)	Total Unit: \$5,430.50	1
TOTAL CONTRACT		\$ 61,415.00

This amendment shall begin on May 31, 2014, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their officials thereunto duly authorized.

Florida Coalition Against Domestic Violence

**Santa Rosa Board of County
Commissioners**

Signature

Signature

Name: Tiffany Carr

Name:

Title: President/CEO

Title:

Date:

Date:

Hunter Walker

From: Sheila Harris
Sent: Wednesday, June 04, 2014 4:40 PM
To: Hunter Walker
Cc: 'Don Ward'; Karen Thornhill
Subject: Agenda Item - FMAP Grant Application(s)
Attachments: flood program brochure (3).pdf

Hunter,

In conjunction with the open Flood Mitigation Assistance Program Grant cycle, staff along with Consultant Don Ward, have worked with approximately 40 property owners to identify eligibility for grant funds to mitigate their repetitively flooded properties. We have identified at least eight properties that appear to meet the eligibility requirements for either the SRL, RL or regular FMA funding categories. The addresses are as follows:

- 2954 Coral Strip Pkwy
- 2960 Coral Strip Pkwy
- 3942 W Madura Rd
- 1690 College Pkwy
- 6036 Saddleclub Rd
- 8120 Glenview Rd
- 2260 Avendia De Sol
- 2834 Lido Blvd

I will have more details prior to the Thursday regular meeting. Can you go ahead and add this to Monday's agenda and I will forward more information Tuesday or Wednesday of next week? Attached is the Grant Brochure for reference on what makes a property eligible. Any local match requirements will be met by the homeowner. The grant application review and award by FEMA and the State typically take 12-18 months.

We have successfully mitigated (through buyout or elevation), 8 other properties since 2008.

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.

Flood Mitigation Grants Program

The goal of the Flood Mitigation Assistance grant program is to reduce or eliminate the risk of flood damage to buildings, and other structures insurable under the National Flood Insurance Program (NFIP). This program is intended to reduce or eliminate future NFIP Fund claims.

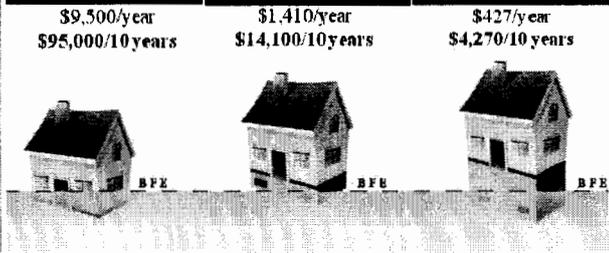


What's In It For Me?

Homeowners who mitigate their homes to reduce or eliminate future impacts from flooding receive many benefits including:

- Enhanced resiliency of the home (storm ready)
- Less interruption to life during flood events
- Higher/Improved resale value of the property
- Potential reduction in homeowners insurance/flood insurance— a homeowner could save more than \$90,000 over 10 years by building 3 feet above the base flood elevation (BFE)

PREMIUM AT 1 FEET BELOW BASE FLOOD ELEVATION	PREMIUM AT BASE FLOOD ELEVATION	PREMIUM AT 3 FEET ABOVE BASE FLOOD ELEVATION
\$9,500/year	\$1,410/year	\$427/year
\$95,000/10 years	\$14,100/10 years	\$4,270/10 years



\$250,000 building coverage only (does not include contents), AR (high to moderate risk) zone, single-family, one-story structure without a basement at: 4 feet below BFE; at BFE; and at 3 feet above BFE. (Rating per FEMA flood insurance manual, October 1, 2012). The illustration is based on a standard NFIP deductible.

Resources

For more information on how to apply to the Flood Mitigation Assistance grant program visit our website:

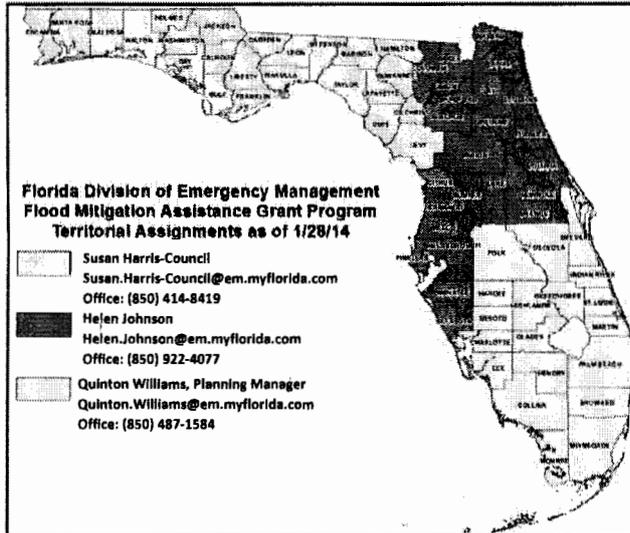
www.FloridaDisaster.org/mitigation/FMAP

Or contact your county emergency management office

www.FloridaDisaster.org/County_EM/ASP/county.asp

Additional resources are available through the Federal Emergency Management Agency's flood mitigation assistance website:

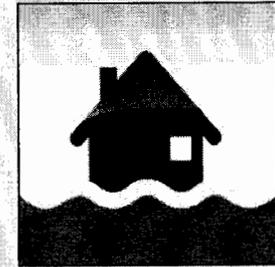
www.fema.gov/flood-mitigation-assistance-program



Florida Division of Emergency Management

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone: 850-413-9969

Miles Anderson, Mitigation Bureau Chief
Miles.Anderson@em.myflorida.com



Florida Division of Emergency Management Flood Mitigation Assistance Grant Program

Who is eligible for this program?

How much financial assistance is available?

What types of projects are eligible?

Why should I participate?

How can I apply for this program?



Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Director

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

MEMORANDUM

TO: Hunter Walker
DATE: 06/03/2014
FROM: Sheila Harris
RE: LWCF Grant for Bagdad Mill Site & Needed Match Funds

In March of 2012, we submitted a grant application to the Florida Department of Environmental Protection for Land and Water Conservation Funds in the amount of \$200,000 for improvements to the Bagdad Mill Site. The application was further revised in 2013 so that we could remove some items that had been funded with other sources and replace them with unfunded items. At the July 11, 2013 meeting, the Commissioners approved a revised application and reconfirmed the availability of match funding.

We have now received official notification that the project has been awarded. Attached is the grant agreement for board approval. In addition to approval of the grant agreement, additional cash matching funds in the amount of \$80,000 will need to be identified in order to secure the grant and complete the project.

The grant award is in the amount of \$200,000 which must be matched with local in-kind resources or cash at 100%. The initial application identified the match coming from TDC commitments for the trail development as well as funding from Dist II recreation funds. These funds have since been allocated for use in funding phase I construction items; and therefore, can not be used to match the current LWCF grant award. After review of available funds for development of the park, I believe there is at least \$68,000 in remaining TDC allocations to support the cash match and public works in-kind labor and equipment can be captured in the approximate amount of \$52,000. Additional cash matching funds in the approximate amount of \$80,000 are needed in order to meet the grant match requirement.

Items included in this grant proposal:

- T-Fishing pier (currently under funded)
- 10' wide ADA Accessible Boardwalk with 30' x 30' overlook (connects walking trail to Kayak Launch area)
- Kayak Launch including parking lot
- Additional picnic facilities (picnic tables/grills)
- Additional park benches, bike rack and trash cans
- Additional landscaping, grassing and irrigation
- Lighting/Electrical
- Additional trail historical signage

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

April 29, 2014

Mr. Bryan Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: **Period of Performance Extension Request for Hazard Mitigation Grant Program (HMGP) DR-1551-37-R (State Project Number 1551-51) Santa Rosa County, Ramblewood Stormwater Improvement, Drainage Project**

Dear Mr. Koon:

This letter is to inform the Florida Division of Emergency Management (FDEM) that the Federal Emergency Management Agency (FEMA) has reviewed the FDEM request dated April 17, 2014 to extend the current Period of Performance (POP) for the Hazard Mitigation Grant Program (HMGP) DR-1551-37-R (State Project Number 1551-51) Santa Rosa County, Ramblewood Stormwater Improvement, Drainage Project. The current POP for this project expires on October 31, 2014.

The justification for the six-month extension request has been reviewed. The extension is necessary due to delays with the issuance of the U.S. Army Corp of Engineers permit, which delayed the commencement of construction. Due to the latest current POP end date in the disaster, a lesser extension is being approved.

The request is approved and the POP will now end on January 17, 2015, which is equal to the current latest POP end date in the 1551 disaster.

According to the terms and provisions of the award, all financial and performance reports required for closeout are due 90 days after the expiration of the project's Period of Performance. FEMA would expect the final reports on this project on April 17, 2015.

If the FDEM has any questions, please contact David Vandewater at (229) 225-4875.

Sincerely,

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Contract Number: 13HM-2X-01-67-01-491

Project Number: 1551-37-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
SANTA ROSA COUNTY**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Santa Rosa County ("the Recipient") to modify Contract Number 13HM-2X-01-67-01-491, dated June 11, 2013, ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$858,848.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement will expire on October 31, 2014; and

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin June 11, 2013, and shall end January 17, 2015, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. Paragraph 11 of the Agreement is hereby amended to read as follows:

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
 - (c) Withhold or suspend payment of all or any part of a request for payment;
 - (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - (e) Exercise any corrective or remedial actions, to include but not be limited to:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - 4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
 - (f) Exercise any other rights or remedies which may be available under law.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: SANTA ROSA COUNTY

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

Attachment A (1st Revision)

Budget and Scope of Work

Scope of Work

As a Hazard Mitigation Grant Program Project, the Recipient, Santa Rosa County, will provide protection against flood to the properties in the area of Ramblewood Drive, Gulf Breeze, Florida 32563.

The Phase II project work will consist of acquisition of two properties at 1246 and 1250 Ramblewood Drive, FL 32563 to construct flood control pond. Work will also include installation of series of pipes, inlet structures, swales and under drains to convey run-off from flood-prone areas and to discharge into existing systems to reduce the flood frequency and enhance the quality of runoff entering into the systems.

The local municipal or county department will inspect and certify installations according to all applicable permits, environmental laws, requirements and specifications.

Project Conditions

- 1) If Recipient is not the current title holder of any affected properties, the Recipient must provide documentation confirming property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA will not pay for any associated costs or payments to the property owner. Furthermore, FEMA will not consider it an eligible contribution to the non-federal cost share requirement and will not financially participate in that component of a project if land easements are obtained involuntarily.
- 2) The Recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 3) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 4) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient will notify the Florida Division of Historical Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section 872.05*.
- 5) Verification of compliance with USACE permit SAJ-2008-00846(NW-SWA), authorized by

Nationwide Permit Number 43, will be required at project closeout. Recipient is responsible for obtaining any updates to permits prior to construction.

- 6) The Recipient is responsible for obtaining any FDEP permits and updates to permits prior to construction. The Recipient is responsible for ensuring that the contractor will obtain any septic tank removal permits per Florida Department of Environmental Protection (FDEP).
- 7) Best management practices will be used during project work to minimize soil erosion, sediment migration and turbidity. A National Pollutant Discharge Elimination System (NPDES) stormwater permit must be obtained (if area of disturbance will be greater than one acre). The Recipient will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) must all be submitted at project closeout.
- 8) If project involves groundwater dewatering activities at the construction site, the Recipient shall provide documentation of coverage under the Florida Department of Environmental Protection (FDEP) "Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity".
- 9) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

This is FEMA project number **1551-37-R**, funded under 1551-DR-FL.

The Period of Performance for this project ends on **January 17, 2015**

Schedule of Work

Contracting Process:	1 Month
Bidding, Award & Construction:	16 Months
Potential Weather Delays:	1 Month
Final Inspection:	1 Month
<u>Final Payments & Closeout Process:</u>	<u>1 Month</u>
Total Period of Performance:	20 Months

FEMA granted approval to allow payment reimbursement for the 'Pre-Award' invoices dated February 01, 2010 to April 30, 2011 and August 01, 2012 through February 28, 2013 to accommodate \$41,903.64 expenditures incurred before the award date.

Budget

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Pre-Award: Permit re-submittals, new appraisals and additional design work:	\$41,904.00	\$31,428.00	\$10,476.00
Construction & Project Management:	<u>\$1,091,470.00</u>	<u>\$818,603.00</u>	<u>\$272,867.00</u>
Sub-Total:	<u>\$1,133,374.00</u>	<u>\$850,031.00</u>	<u>\$283,343.00</u>
<u>Administrative Costs</u>	<u>\$ 0.00</u>	<u>\$8,817.00</u>	<u>\$ 0.00</u>
<u>Total:</u>	<u>\$1,133,374.00</u>	<u>\$858,848.00</u>	<u>\$283,343.00</u>

** Any line item amount in the Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	\$850,031.00	(75%)
<u>Local Share:</u>	<u>\$283,343.00</u>	<u>(25%)</u>
Total Project Cost:	\$1,133,374.00	(100%)

Recipient Administrative Allowance up to \$8,817.00

ORDINANCE NO. 2014 - 04

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING ORDINANCE 2012-01 THE SANTA ROSA COUNTY ECONOMIC DEVELOPMENT INCENTIVE ORDINANCE AMENDING SECTION 2 ADDING TANGIBLE PERSONAL PROPERTY TAXES; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 2(c) of Santa Rosa County Ordinance 2012-01 is amended to read as follows: (Language added is printed in type which is bold underline type, and language deleted is printed in ~~struck-through~~ type.).

SECTION 2. PURPOSE AND INTENT.

(c) Rebates may be awarded for ad valorem property taxes and tangible personal property taxes that were paid to the county for the year that the business enterprise created the jobs giving rise to the rebate. Nothing herein shall be construed to obligate Santa Rosa County to approve the maximum rebate. The Board of County Commissioners shall have sole discretion to approve each rebate application and the amount of the rebate. Approval of any rebate shall be subject to lawfully available and budgeted funds.

SECTION 3. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "Ordinance", or any other appropriate word.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon filing of a certified copy of this Ordinance with the Department of State within ten (10) days after enactment.

PASSED AND ADOPTED by a vote of 4 yeas and 0 nays and 1 absent of the Board of County Commissioners of Santa Rosa County, Florida, on the 13th day of February, 2014.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: 
Jim Melvin, Chairman

ATTEST:


Donald C. Spencer, Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy filed via electronic delivery to the Secretary of the State of Florida, on this 14 day of February, 2014.


Donald C. Spencer, Clerk of Court



14

Emily Spencer

From: Hunter Walker
Sent: Tuesday, May 20, 2014 1:48 PM
To: Emily Spencer
Subject: FW: Mad Dash For Missions 5K

From: Brent Reeder [mailto:brentreeder@mywoodbine.org]
Sent: Tuesday, May 20, 2014 1:46 PM
To: Hunter Walker
Subject: Mad Dash For Missions 5K

Hello Mr. Hunter,

My name is Brent Reeder and I serve on staff at Woodbine UMC in Pace, FL. We would like to put on a 5K run on Saturday, July 26, 2014 with the focus to raise funds for missions (local, regional, global). Being newer to the area and this being my first race to coordinate here (I helped coordinate a similar race at the last church I was at in Ohio), I was informed to contact you to make sure the event can be approved.

The name of the race will be Mad Dash For Missions 5K. We would begin the race at 7am (considering the time of year and how warm/hot it can get so early!). We are planning to have the race begin and end at the church (located on Woodbine Road one mile south of "five points" intersection)...and the race route will include the neighborhoods of Montrose and Windsor Forest. (I wanted to use those neighborhoods so we don't have to cross Woodbine road.) We would use cones/signs and police (if needed) to direct the northbound traffic to the middle lane and caution them there will be runners present and to slow down.

I have contacted both Montrose and Windsor Forest about using their roads and both shared that their roads are public and we have permission to run in their neighborhoods. We will inform both groups when necessary of the event taking place on that Sat morning so they are aware and can plan if they need to leave during that time.

I do have more details of the race, but above is focused on the date, time, route, etc. If you need anything more from me, please don't hesitate to ask!!

Thank you for your time and I look forward to hearing from you soon!

Be blessed,

Brent Reeder
Worship Minister
Woodbine UMC
850-776-7148 (cell)

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

AMENDMENT NO. 2
DEP AGREEMENT No: 12SR1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
NAVARRE BEACH RESTORATION

THIS AGREEMENT is entered into on the 18th day of June, 2012, and amended on the 13th day of November, 2012 between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and SANTA ROSA COUNTY, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is Santa Rosa County, 6051 Old Bagdad Hwy, Suite 300, Milton, Florida 32583, for the project described herein.

WHEREAS, the LOCAL SPONSOR has requested and the DEPARTMENT has agreed to revise the expiration date of this Agreement as more time is needed to complete the scope of work within this agreement;

WHEREAS, it has come to the DEPARTMENT's attention that the Request for Payment forms require modification to allow prompt payment of invoices;

WHEREAS, additional tasks have been added to the original Agreement;

WHEREAS, it has come to the DEPARTMENT's attention that a public access point was previously omitted from eligibility calculations and that inclusion of that access point hereby increases the eligibility for state cost sharing from 48.23 percent to 50 percent; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

- Paragraph 2 sentence one and two are hereby deleted in their entirety and replaced with the following:

This Agreement shall begin on the last date executed and end on January 31, 2016. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after February 1, 2012, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT.

- Paragraph 6 is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of initial construction of the 4.1 mile Navarre Beach Restoration Project began in late March 2006 and was completed in November 2006. The initial sand placement included approximately 3.4 million cubic yards to construct the beach and dune. The project also

included a dune feature that consisted of additional sand and dune vegetation. The borrow area is located approximately 4 miles offshore. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.

- Paragraph 7 is hereby deleted in its entirety and replaced with the following:

For tasks, as specified in Table 1 below and in Attachment A-2, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work. The tasks must be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement prior to reimbursement of any work on these PROJECT tasks.

- Paragraph 8 Table 1 is hereby deleted is its entirety and replace with the following:

TABLE 1

Task#	Eligible Project Tasks	Estimated Project Costs		
		DEP	Local	Total
4.0	Monitoring			
4.1	Future Monitoring	\$9,571	\$9,571	\$19,142
4.2	2012 Monitoring	\$17,065	\$17,065	\$34,130
4.3	2014 Monitoring	\$16,916	\$16,916	\$33,832
	TOTAL PROJECT COSTS	\$43,552	\$43,552	\$87,104

- Paragraph 9 sentence one and two are hereby deleted in their entirety and replaced with the following:

The DEPARTMENT has determined that hundred (100) percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$43,552 for this PROJECT or up to fifty (50) percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less.

- Paragraph 12 is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B-1 (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.

- Paragraph 19 sentence one and two are hereby deleted in their entirety and replaced with the following:

The LOCAL SPONSOR's Project Manager for all matters is Roger Blaylock, Phone: (850) 393-9766. The DEPARTMENT'S Project Manager for all technical matters is Thomas J. Edwards, Phone (850) 245-7683 and the Grant Program Administrator is Dena VanLandingham, Phone (850) 245-7692.

- Paragraph 22 is hereby deleted in its entirety and replaced with the following:

Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

Roger Blaylock, PE
County Engineer
Santa Rosa County
6051 Old Bagdad Highway, Suite 300
Milton, Florida 32570
(850)393-9766
RogerB@santarosa.fl.gov

DEPARTMENT

Dena VanLandingham, Grant Program
Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
2600 Blair Stone Road, MS 3554
Tallahassee, Florida 32399
(850) 245-7692
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 19 must be reduced to writing in the form of a Change Order to this Agreement.

- Paragraph 36 is hereby deleted in its entirety and replaced with the following:

- A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed

price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.

3. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

- Paragraph 42 sentence three is hereby deleted in its entirety and replaced with the following:

If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement.

- Paragraph 43 is hereby deleted in its entirety and replaced with the following:

No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

All other terms and conditions of the Agreement shall remain unchanged.

Attachment A-1, Revised Grant Work Plan, Attachment B, Funding Eligibility, and Request for Payment, Attachment D-1 are hereby deleted in their entirety and replaced with Attachment A-2, Revised Grant Work Plan, Attachment B-1, Revised Funding Eligibility and Attachment D-2, Revised Request for Payment, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-1, Revised Grant Work Plan, Attachment B, Funding Eligibility and Attachment D-1, Request for Payment, shall hereinafter refer to Attachment A-2, Revised Grant Work, Attachment B-1, Revised Funding Eligibility Plan and Attachment D-2, Revised Request for Payment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

SANTA ROSA COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *Commission Chair

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 59-6000842

Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Local Sponsor's Attorney
(if necessary)

Department of Environmental Protection
Attorney

*If someone other than the Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Grant Work Plan (2 pages)
Attachment	B-1	Revised Funding Eligibility (1 page)
Attachment	D-2	Revised Request For Payment, Part I-IV (4 pages)

**ATTACHMENT A-2
REVISED GRANT WORK PLAN**

Project Title: Navarre Beach Restoration Project
Project Location: R192-R213.5 in Santa Rosa County, Florida:
Project Background: Initial construction of the 4.1 mile Navarre Beach Restoration Project began in late March 2006 and was completed in November 2006. The initial sand placement included approximately 3.4 million cubic yards of sand from an offshore borrow site. The borrow area is located approximately 4 miles offshore.
The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2014) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf . One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.
Project Description: Permit required post-construction monitoring of the Navarre Beach Restoration. With the exception of aerial photography, post-construction monitoring activities will be conducted in accordance with the specifications detailed in the approved Navarre Beach-Berm and Dune Restoration, Santa Rosa County, Florida Permit No. 0220096-001-JC, Modification No. 0220096-003-JC, Physical Monitoring Plan. The aerial photography requirement was removed by the DEPARTMENT prior to the 2012 monitoring event.
The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.
4.0 Monitoring
A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.
Performance standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.
4.1 Future Post-Construction Monitoring
<i>Future monitoring allocation. Pending scopes of work included under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.</i>
Total Cost: \$19,142 (DEP cost \$9,571).
Due Date: January 31, 2016.

4.2 2012 Monitoring

Fifth-year permit required post-construction monitoring.

Deliverable A: Digital copy of the 2012 Monitoring Report.

Total Cost: \$34,130 (DEP cost \$17,065).

Due Date: January 31, 2016.

4.3 2014 Monitoring

Seventh-year permit required post-construction monitoring.

Deliverable A: Digital copy of the 2014 Monitoring Report.

Total Cost: \$33,832 (DEP cost \$16,916).

Due Date: January 31, 2016.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance.

All Tasks are Contractual Services.

**ATTACHMENT B-1
REVISED FUNDING ELIGIBILITY**

NAVARRE BEACH RESTORATION

Project Boundary: 460' east of R192 to 500' east of R213.5
Approximate Shoreline Length: 21,837 FEET

Location/Name	R- Mon	Type of Access	Width of Access/ Frontage	Total Public units or parking spaces	Eligible shoreline (ft.)
Gulf Island National Seashore	460' E of R192	Primary	N/A – Outside project boundary	668	179
Public Access 12	R194	Secondary	152	50	2,294
Public Access 11	210' E of R196	Secondary	152	74	2,281
Public Access 10	490' E of R198	Secondary	159	74	2,780
Public Access 9	R200	Secondary	150	68	1,448
Public Access 8	400' e of R201	Secondary	123	76	1,443
Public Access 7	300' E of R203	Secondary	119	72	1,917
Public Access 6	R206	Secondary	51	25	1,371
Public Access 5	R207	Secondary	51	25	1,371
Public Access 4	R208	Secondary	51	0	51
Navarre Pier (Public Accesses 1-3)	300' E of R209	Primary	938	390	3,339
Navarre Beach Park	R211	Primary	3,535	100	3,363

Total eligible shoreline length: 21,837 FEET
Total project shoreline length: 21,837 FEET

Percent eligible for State funding: 100 PERCENTAGE

REVISED ATTACHMENT D-2

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

Name of Project: NAVARRE BEACH RESTORATION MONITORING

LOCAL SPONSOR: SANTA ROSA COUNTY

DEP Agreement Number: 12SR1

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____
Cost Summary:			
State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

REQUEST FOR PAYMENT – PART III

PROJECT PROGRESS REPORT

Name of Project: NAVARRE BEACH RESTORATION MONITORING

LOCAL SPONSOR: SANTA ROSA COUNTY

DEP Agreement Number: 12SR1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

4.0 MONITORING

4.1 Future Monitoring

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST**

REQUEST FOR PAYMENT – PART IV

Name of Project: NAVARRE BEACH RESTORATION MONITORING

LOCAL SPONSOR: SANTA ROSA COUNTY

DEP Agreement Number: 12SR1

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

Continued until
9:30 AM
6/12/14

NOTICE OF PUBLIC HEARING

WHEREAS, Steve Blanton, has petitioned to vacate, abandon, discontinue and renounce any interest and right of the public in and to the following described property to wit:

Legal Description Floridatown Portion of Tracts 1 and 9 of Block 3, 23-1N-29

A portion of Tracts 1 and 9, of Block 3, Section 23, Township 1 North, Range 29 West, according to map of Floridatown and Addition, filed in Plat book A, at Page 95, in the Office of the Clerk of Circuit Court of Santa Rosa County, being more particularly described as follows: Commence at and existing four inch (4") square concrete monument with a half-inch (1/2") uncapped metal rod at the Northwest corner of said tract 9; thence go south 77 degrees 58 minutes 00 seconds East along the monumented Northerly line of said Tract 9 for a distance of 220 feet; thence go South 12 degrees 03 minutes 10 seconds East for a distance of 70.00 feet to the Southerly Line of a Gulf Power Company Easement; thence go South 77 degrees 58 minutes 00 seconds East along said Southerly Easement line for a distance of 132.46 feet to the Point of Beginning; thence continue South 77 degrees 58 minutes 00 seconds East for a distance of 63.25 feet; thence go North 12 degrees 02 minutes 11 seconds East for a distance of 345.20 feet; thence go North 89 degrees 22 minutes 12 seconds East for a distance of 262.58 feet to the Westerly Right of Way line of Railroad Street (75' R/W); thence go South 01 degrees 29 minutes 15 seconds West along said Westerly Right of Way line for a distance of 70.01 feet; thence go South 02 degrees 53 minutes 42 seconds East along said Westerly Right of Way line for a distance of 45.02 feet; thence go South 03 degrees 21 minutes 08 seconds East along said right of Way line for a distance of 15.08 feet; thence departing said Westerly Right of Way line go South 89 degrees 22 minutes 12 seconds West for a distance of 160.25 feet; thence go South 08 degrees 18 minutes 00 seconds West for a distance of 131.09 feet; thence go South 84 degrees 39 minutes 31 seconds West for a distance of 72.38 feet; thence go South 14 degrees 28 minutes 55 seconds East for a distance of 300.00 feet; thence go North 77 degrees 50 minutes 49 seconds West for a distance of 262 feet; thence go North 11 degrees 27 minutes 40 seconds East for a distance of 179.79 feet to the Point of Beginning.

Legal Description Floridatown Lot 4, Block 3, 23-1N-29

LOT 4, LESS ROAD RIGHT OF WAY, BLOCK 3, FLORIDATOWN ADDITION, BEING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK A-15, AT PAGE 389 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

AND WHEREAS, a time and date have been established for a public hearing for the Board of County Commissioners to consider the advisability of exercising its authority pursuant to F.S. 177.101 to vacate and annul the above described property.

NOW THEREFORE, all interested persons and the public generally are directed that a public hearing upon the above mentioned Petition, shall be held by the Board of County Commissioners of Santa Rosa County, Florida, in the Commissioners Meeting Room in the Santa Rosa County Administrative Center located at 6495 Caroline Street, Milton, Florida on the 22nd May, 2014, at the hour of 9:30 a.m. cst/cdst, or as soon thereafter as the matter can be considered.

All interested parties should take notice that if they decide to appeal any decision made by the

Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of proceedings they are appealing exists and for such purpose they will need to insure that a verbatim record of the proceedings is made, which record shall include the testimony and the evidence upon which their appeal is to be based. Interested parties may appear at the meeting and be heard with respect to this matter.

If you wish to comment on the matter and are unable to attend the meeting, you may register your comments in writing to Santa Rosa County, Administrative Services Department, 6495 Caroline Street, Suite J, Milton, Florida 32570, Attention: Tammy Simmons. They will be considered just the same as if you were present. If you have questions, you may direct them in writing to the above address or call Rebecca Welch at (850) 983-1940.

If you are a person with a disability who needs any accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact Emily Spenser at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public hearing.

Emily Spencer

From: Hunter Walker
Sent: Friday, June 06, 2014 9:46 AM
To: Emily Spencer
Subject: FW: vacation information

From: Angie Jones
Sent: Friday, June 06, 2014 9:26 AM
To: Board of County Commissioners
Cc: Hunter Walker; Tammy Simmons
Subject: vacation information

Good morning. You will recall that Steve Blanton's request to vacate a portion of the Floridatown Plat was continued to next week's meeting in an attempt to answer some questions, particularly those raised by Mr. Carlos Sweeney. Please see below the re-cap of my conversation with Mr. Blanton. This information is also being provided to Mr. Sweeney.

AJJ

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

From: emeraldcoastrs@gmail.com [<mailto:emeraldcoastrs@gmail.com>]
Sent: Wednesday, June 04, 2014 3:43 PM
To: Angie Jones
Subject: Re: vacation information

Thankyou Mrs Jones your email is correct no changes I zoning the vacation will allow for the changes as stated in the email you sent thank you again for your help. I again apologize for missing last months meeting I will be present for the commissioner meetings next in case their are any unanswered questions

Sent from my Verizon Wireless Phone

----- Reply message -----

From: "Angie Jones" <angiej@santarosa.fl.gov>
Date: Wed, Jun 4, 2014 10:02 am
Subject: vacation information
To: "emeraldcoastrs@gmail.com" <emeraldcoastrs@gmail.com>
Cc: "Tammy Simmons" <TammyS@santarosa.fl.gov>

Mr. Blanton: Thank you for speaking with me this morning regarding your vacation request. I would like to re-cap our conversation to ensure that the information I pass along to Mr. Sweeney and the Board of County Commissioners is accurate.

*You are the owner of both parcels of property which are the subject of this request, and both are zoned R1-M.

*Lot 4 contains approximately 5 acres; Lots 1&9 contain approximately 2.5 acres. These lots are larger than many typical Floridatown lots.

*Both lots are part of a platted subdivision and as such cannot be divided.

*The request for vacation allows the parcels to be removed from the plat. Unlike vacations of county roads, parks, etc., this vacation will not result in any property changing ownership.

*You do not plan to seek a rezoning of any of the property.

*Removing the property from the plat would allow the property to be subdivided for houses for the Blanton children.

Please let me know if the above-representations are accurate. The public hearing on this matter will take place Thursday, June 12 at 9:30 am, and I would suggest that your presence at the meeting will be helpful.

Again, thank you.

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

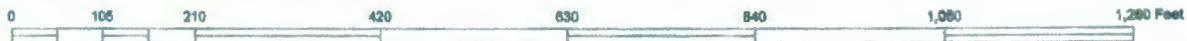
Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure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

Gregory S. "Greg" Brown, C.F.A.
Santa Rosa County Property Appraiser



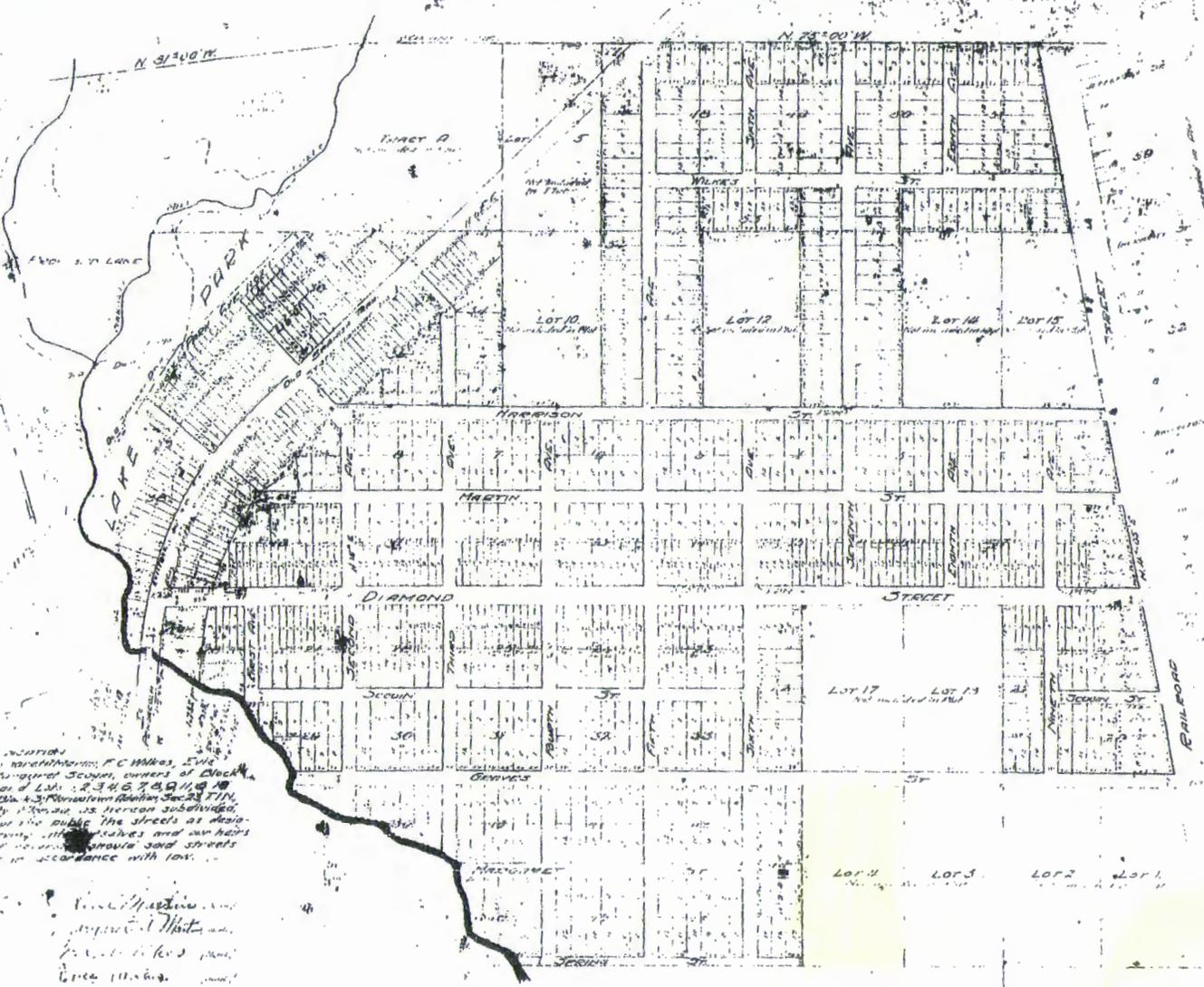
**SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
VARIANCE MAP FOR PLANNING AND ZONING DEPARTMENT**

SUBJECT PARCEL: 23-1N-29-1220-00300-0093



LEGEND

- Selected Parcels
- 150' RADIUS



CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS
 I, T. W. Jones, County Clerk of Santa Rosa County, Florida, hereby certify that the within Plat being presented to the Board of County Commissioners of said County at their meeting held on the 30th day of July, 1926, was approved for filing by said Board on the 4th day of said Board, was, by it introduced to so certify hereon.

T. W. Jones
 COUNTY CLERK, SANTA ROSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE
 I, T. W. Jones, County Clerk of Santa Rosa County, Florida, hereby certify that this Plat complies with all the requirements of the Plat Act (Chapter 10275 of 1925 Acts of the Legislature) and the same was filed for Record on the 4th day of July, 1926 and filed this Plat Book 2 of Page 23.

T. W. Jones
 COUNTY CLERK, SANTA ROSA COUNTY, FLORIDA

ENGINEER'S CERTIFICATE
 The undersigned hereby certifies that it has made this Plat, that said plat is a correct representation of the land hereon described, that said land has been surveyed by it and staked as indicated, that permanent reference monuments (indicated R.M.'s) have been placed as required by Plat Act (Chapter 10275) of 1925 Acts of the Legislature; that all street lines bear N 75° 15' E and N 15° E except where otherwise indicated.

Oswald A. Carter, Inc.
 O. A. Carter

DESCRIPTION
 Block 2 except Lots 17 and 18, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block 1, and Lots 15, 16, 17, 18, 19, in Township Addition as per Plat filed in Records of Santa Rosa County, Florida, Deed Book 115 Page 319. Located in Sec. 23, T. 11 N. R. 22 W.

Approved as complying with the Plat Act.

Oswald A. Carter, Inc.
 COUNTY ENGINEER, SAN...

DESCRIPTION
 Block 2 except Lots 17 and 18, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block 1, and Lots 15, 16, 17, 18, 19, in Township Addition as per Plat filed in Records of Santa Rosa County, Florida, Deed Book 115 Page 319. Located in Sec. 23, T. 11 N. R. 22 W.

PLAT SHOWING
 TOWN HEIGHTS
 Block 2 except Lots 17 and 18, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block 1, and Lots 15, 16, 17, 18, 19, in Township Addition as per Plat filed in Records of Santa Rosa County, Florida, Deed Book 115 Page 319. Located in Sec. 23, T. 11 N. R. 22 W.

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PLAT SHOWING
FLORIDA TOWN HEIGHTS
 Block 2 except Lots 17 and 18, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block 1, and Lots 15, 16, 17, 18, 19, in Township Addition as per Plat filed in Records of Santa Rosa County, Florida, Deed Book 115 Page 319. Located in Sec. 23, T. 11 N. R. 22 W.



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
June 9, 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 June 12, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of Modification #1 to TO#27 task order for CH2MHILL for Navarre Beach Clarifier Rehabilitation. (Attachment A)
2. Discussion of change order #2 contract for CH2MHILL for Navarre Beach Clarifier Rehabilitation net reduction \$18,000 and 19 days. (Attachment B)
3. Recommend approval of Preliminary Plat for Martinique Place, a 28 lot subdivision a portion of Section(s) 17, Township, 2 South, Range 28 West, Santa Rosa County, Florida. (Working District 5). (Attachment C)

Location: $\frac{3}{4}$ mile, more or less, West on Highway 98 from County Road 399 to $\frac{1}{4}$ mile, more or less, North on Saroco Road the property is located on the East side of Saroco Road.

4. Recommend approval of Construction Plans for Martinique Place, a 28 lot subdivision a portion of Section(s) 17, Township, 2 South, Range 28 West, Santa Rosa County, Florida. (Working District 5).

Location: $\frac{3}{4}$ mile, more or less, West on Highway 98 from County Road 399 to $\frac{1}{4}$ mile, more or less, North on Saroco Road the property is located on the East side of Saroco Road.

Modification No. 1

To

Task order No. 27, Professional Engineering and Consulting Services for the Navarre Beach Wastewater Treatment Facility 42-Foot Diameter Clarifier Rehabilitation

This Modification is to Task Order 27 ("TASK ORDER") effective February 9, 2012, between CH2M HILL Engineers, Inc. ("CH2M HILL") and Santa Rosa County Board of County Commissioners ("CLIENT") for services performed for the CLIENT as specified in the Task Order. This modification is to adjust the compensation and period of service of the original task order. The clarifier manufacturer delivered a walkway and support structure for the clarifier that did not meet the performance specifications in the construction documents. The additional compensation and time are required to review the manufacturer's proposed designs to address the problem and fabricate, ship, and oversee the installation of the new equipment.

The parties desire to modify the TASK ORDER as follows:

1. Under Article C. Contract Provisions, increase budget ceiling for Task 2- Bid Phase and Construction Services from \$21,780 to \$36,080.
2. Under Article D. Period of Service, change Termination of Contract date from February 1, 2013 to July 1, 2014.

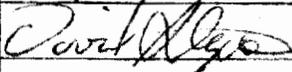
All other terms and conditions set forth in the AGREEMENT shall remain unchanged and in full force and effect

Authorized Representatives:

THE AUTHORIZED REPRESENTATIVES DESIGNATED BELOW ARE AUTHORIZED TO ACT WITH RESPECT TO MODIFICATION NO. 1 TO TASK ORDER 27. COMMUNICATIONS BETWEEN THE PARTIES AND BETWEEN CH2M HILL'S SUBCONTRACTORS SHALL BE THROUGH THE AUTHORIZED REPRESENTATIVES:

For the BOCC of Santa Rosa, Florida	For CH2M HILL
Name: Roger Blaylock, County Engineer	Name: William J. Klaus, P.E.
Address: 6065 Old Bagdad Highway, Milton, Florida, 32583	Address: 25 W. Cedar Street, Suite 560 Pensacola, Florida 32502
Telephone: (850) 981-7100	Telephone: (850) 941-7276

Authorization:

Modification No. 1 to Task Order 27 is effective	
Accepted for CLIENT by:	Accepted for CH2M HILL by:
	
Name:	Name: David Stejskal, P.E.
Title:	Title: Operations Manager

***** End *****



PROJECT DATA			
Project Name:	Navarre Beach WWTF 42-Foot Diameter Clarifier Rehabilitation	Client:	Santa Rosa County, FL
Project No.:	433101.03	Project Location:	Navarre Beach WWTF
Report No:	N/A	Date:	5/20/2014

CONTRACT MODIFICATION DATA			
<input checked="" type="checkbox"/> Change Order	<input type="checkbox"/> Written Amendment	Modification No.:	02
To:	Morgan Contracting, Inc.		
Project:	Navarre Beach WWTF 42-Foot Diameter Clarifier Rehabilitation	Project No.:	433101.02.20.CP
Owner:	Santa Rosa County	Engineer:	Joe Klaus

The following modification(s) to the Contractor are hereby ordered (use additional pages if required):

The modifications to the contract include a reduction in the contract amount and an increase in the contract times.

Reason for Modification(s):

The clarifier manufacturer delivered a walkway and support structure for the clarifier that did not meet the performance specifications in the contract documents. The additional time was required to prepare a solution to the problem and fabricate, ship, and install the new equipment. The contract amount is reduced to offset the additional administrative and engineering costs incurred by the County.

Attachments (List Supporting Documents):

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$273,000	Original Duration	270 Days
Previous Contract Modification(s) (Add/Deduct)	\$0	Previous Contract Modification(s) (Add/Deduct)	19 Days
This Contract Modification (Add/Deduct)	(\$18,000)	This Contract Modification (Add/Deduct)	243 Days
Revised Contract	\$255,000	Revised Contract Time	532 Days
Revised Contract Completion Date: 4/29/2014			

SIGNATURE RECORD			
Owner:		Date:	Click here to enter a date.
Contractor:		Date:	Click here to enter a date. 8/23/14
Engineer Recommendation:		Date:	Click here to enter a date. 6/13/14



MARTINIQUE PLACE

HICKORY SHORES BLVD

KEYSTONE DR

EVERGREEN DR

BONITA AV

KELL RD

TARPON AV

STARRY DR

MASON CALLE RD

SIOUX TR

NATTIES CT

GALVEZ DR

ELEA CALLE LN

SARO CO RD

AQUA VISTA DR

GULF BREEZE PKWY

MEDIAN

GULF BREEZE PKWY

MEDIAN

WOODLAWN WAY



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

TO: Roger Blaylock, P.E.

FROM: Chris Phillips, P.E.

DATE: June 11, 2014

RE: 2014 Flood Road Repair Bids

Bids were received from two of the four contractors invited to provide pricing for the road repair areas from the 2014 Flood event. The bids were received as follows with the recommended low bidder in bold type:

2014 Flood North Street Repair

Contractor	Bid Submitted
Panhandle Grading and Paving	\$375,754.00
Roads, Inc. of NW FL	\$459,017.35
Gulf Atlantic Constructors	NONE
Anderson Columbia	NONE

2014 FLOOD SOUTHEAST STREET REPAIR

Contractor	Bid Submitted
Panhandle Grading and Paving	\$695,073.00
Roads, Inc. of NW FL	\$769,000.00
Gulf Atlantic Constructors	NONE
Anderson Columbia	NONE

2014 FLOOD SOUTHWEST STREET REPAIR

Contractor	Bid Submitted
Panhandle Grading and Paving	\$759,917.00
Roads, Inc. of NW FL	\$685,000.00
Gulf Atlantic Constructors	NONE
Anderson Columbia	NONE

No support documentation for this agenda item.



Public Services Committee

Chaired by:
Lynchard

Meeting:
June 9, 2014, 9:00 A.M.

AGENDA

Emergency Management

1. Recommend Board accept the following grants and authorize execution of all related documents.

Emergency Management Performance Award (EMPA) \$105,806
Emergency Management Performance Grant (EMPG) \$75,389

2. Update of the emergency communications project.

Development Services

3. Recommend Board appoint Shane Nation to the SHIP Advisory Committee as recommended by that committee.
4. Recommend the Board approve, by resolution and a release of restrictive covenant, a request from Loaves and Fishes Soup Kitchen for the sale of 6912 Overman St., Milton, FL 32583, and that the condition of the sale be to a low income family.
5. Recommend Board approval of a grant application to the Department of Economic Opportunity for a south Santa Rosa County Bicycle Pedestrian Master Plan. There is no matching requirement.



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: Emergency Management Program Assistance (EMPA) and
Emergency Management Program Grant (EMPG)
Date: June 12, 2014

RECOMMENDATION

Request the Board of County Commissioners accept grant funding from the State as indicated below and authorize signature of all related documentation for each agreement.

Emergency Management Performance Award (EMPA) \$105,806
Emergency Management Performance Grant (EMPG) \$75,389

BACKGROUND

These funds can only be used to enhance local emergency management programs. These are matching grants and require basic tasks in each Scope of Work. Both agreements begin July 1, 2014 and will expire June 30, 2015.

COMPLETION

Four (4) copies of each agreement have been routed to the county attorney for review and for the Chairman's signature. The project will be managed by DEM staff.

Animal Services
Dale Hamilton
Director

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

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

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

Emergency Management
Brad Baker
Director

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

**Community Planning,
Zoning & Development**
Rebecca Cato
Director

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

Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"



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Tony Gomillion, Director

To: Board of County Commissioners
From: Brad Baker, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Date: June 9, 2014
Subject: Communications System Update

DISCUSSION

Update on communications system to include current system issues, end of life equipment, time-line, cost and Motorola lease option.

BACKGROUND

The public safety radio system was designed for 100 watt mobile radios and has been in place for over 40 years. Receiver sites were added to allow field units to utilize 4-5 watt portable radios. These systems were adversely affected by the January 1, 2013 FCC Narrow-Band mandate resulting in lost radio coverage. Several options were reviewed by the communications committee. The recommended 700/800 MHz system will improve radio coverage, allow interoperable communications between our agencies with neighboring counties and other agencies across the state, and provide Santa Rosa County with a platform for a more reliable and long-term solution. Recognizing today's economy and tight budgets, staff has been discussing a plan to share infrastructure and equipment with Escambia County Public Safety and the City of Pensacola, which will enable cost savings by sharing ongoing maintenance and software upgrades for the system.

As directed in the November 2013 meeting staff has been in discussion with Escambia County, City of Pensacola and Baldwin County. Staff has been working through mutual use agreements and identified infrastructure/equipment needs along with grant preparation/submission to assist with funding.

COMPLETION

Upon authorization, staff will continue with step one (pre-planning actions) of a five year implementation plan.

Animal Services
Dale Hamilton
Director

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

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

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

Emergency Management
Brad Baker
Director

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

**Community Planning,
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Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 202
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"One Team, One Goal, One Mission"



Department of Public Services

Santa Rosa County, Florida
6051 Old Bagdad Highway, Suite 202
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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: Proposed Appointment of Shane Nation, Executive Director of Family Promise of Santa Rosa, Inc., to the SHIP Advisory Committee
DATE: May 29, 2014

RECOMMENDATION:

That the Board appoint Shane Nation to the SHIP Advisory Committee as recommended by that committee.

BACKGROUND:

Florida Statute requires the SHIP Advisory Committee to have representation from a citizen who is actively engaged as a not-for-profit provider of affordable housing. Mr. Nation is the Executive Director of Family Promise of Santa Rosa, Inc. He is a graduate of LeTourneau University in Longview, Texas. He has served as a bi-vocational pastor, a Red Cross volunteer, and married student chaplain at LeTourneau University.

At their meeting on April 22, 2014, the SHIP Advisory Committee voted to recommend Mr. Nation's appointment to the committee.

Animal Services

Dale Hamilton
Director

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

Building Inspections & Code Compliance

Rhonda C. Royals
Building Official

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

Emergency Management

Brad Baker
Director

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

Community Planning, Zoning & Development

Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 202
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Veterans Services

Karen Haworth
Director

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

"One Team, One Goal, One Mission"



COMMUNITY PLANNING, ZONING AND DEVELOPMENT DIVISION
SANTA ROSA COUNTY, FLORIDA

Housing Program

MEMORANDUM

TO: Board of County Commissioners

FROM: Erin Malbeck *Erin Malbeck*
Housing Program Coordinator

THROUGH: Beckie Cato, Director

DATE: May 22, 2014

SUBJECT: Loaves and Fishes Soup Kitchen
Hurricane Housing Recovery Program (HHRP) Project
6912 Overman St, Bagdad, FL 32530

RECOMMENDATION:

- 1) That the Board approve, by resolution and a release of restrictive covenant, the sale of the above referenced property currently being used for Transitional Housing.
- 2) That the Board approves the sale of the property to a low income family, verified through Housing Staff, instead of a very low income family as stated within the deed restrictions.

BACKGROUND:

On November 13, 2008, the BOCC approved \$250,000 to Loaves and Fishes Soup Kitchen, Inc. to acquire these properties for use as transitional housing for very low income families. The funding and closing documents restricted the use of these homes.

On March 12, 2013, The Board of County Commissioners received a request from Loaves and Fishes Soup Kitchen, Inc. to be released of the requirement to use these homes for transitional housing and allow for the sale of the properties to very low income families as allowed in their covenants and restrictions. In their letter, the Agency states they have had a difficult time occupying all units they currently have within Santa Rosa County and feel a better use for these properties would be to sell them as affordable housing units.



**COMMUNITY PLANNING, ZONING AND DEVELOPMENT DIVISION
SANTA ROSA COUNTY, FLORIDA**

Housing Program

On May 21, 2014, Housing Staff received a contract for purchase on the mentioned property. Housing Staff has reviewed the file and determined that the borrower is of low income based on HUD income limits. Both the seller (Loaves and Fishes) and the borrower have agreed to a \$63,000 purchase price.

**Enclosures: Request from Loaves and Fished Soup Kitchen, Inc.
Property Deed Restrictions**



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: Overman Street Timeline of Transactions
DATE: June 10, 2014

Hurricane Housing Recovery Program (HHRP) funds were provided to Santa Rosa County around June of 2005. The county had three fiscal years to fully expend the funds and have all units occupied by income eligible families. A one year extension to that timeline was granted by Florida Housing Finance with a deadline expenditure date of June 30, 2009.

Initial intent of the property in question:

On May 11, 2006, the BOCC approved granting Crawford-McBride Development with \$150,000 of HHRP funds for the construction of three modular units to be placed on the Overman Street properties at \$50,000 per unit. Crawford-McBride would sell these units to low to moderate income families and provide a \$50,000 principle reduction to be converted into a 15 year deferred payment loan held by Santa Rosa County.

Two homes were constructed and placed on the market but were not selling at their listing price. On January 24, 2008, Crawford-McBride requested that they be released from the third HHRP contract to construct another modular home and that the \$50,000 provided for this unit be given back to the county and redistributed to the purchase assistance strategy.

Due to the approaching expenditure deadline, funds needed to be redistributed so that they could be expended.

On November 13, 2008, the BOCC approved granting an additional \$150,000 (the remaining funds in the HHRP account) for the acquisition of these two properties for use as transitional housing units for Loaves and Fishes Soup Kitchen. With the initial \$100,000 given to Crawford-McBride and the additional \$150,000 approved by BOCC, a total of \$250,000 of HHRP funds were spent on these two units. At the time of closing on this acquisition, Loaves and Fishes were required to bring \$40,000 to finalize the closing.

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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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
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(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"

In March 2013, Loaves and Fishes submitted a request to be released of the restrictive covenants and allow them to place these two properties for sale as allowed by the recorded deed restrictions.

Background of other HHRP Transitional Housing:

Loaves and Fishes still own two other transitional housing units located on Warren Road and both are currently occupied.

On August 28, 2007, \$805,000 was provided for the build and/or purchase of 8 transitional housing units to be managed by Family Promise. Fifteen year deed restrictions were placed against all 8 properties. In October 2009, Family Promise submitted a request to the BOCC for reduction of the deed restriction from fifteen years to two years, which was approved on December 10, 2009. Therefore, there is no longer direct oversight by county staff on these 8 units. Per Family Promise, all units are currently being used as either transitional housing or low income rentals. The director of Family Promise also stated that they are willing to accept additional transitional housing units if any were to come available.

Use of recaptured funds:

As stated on Loaves and Fishes request, they intend to utilize the proceeds from the sale in meeting the operational costs associated with their homeless assistance programs such as food, shelter, and clothing for the poor and needy in the community.

Additional Information:

At the February 13, 2014 BOCC meeting, the board approved the sale of the first Loaves and Fishes transitional housing unit located at 6914 Overman Street.

As of March 22, 2014, the appraised value of 6912 Overman Street is \$66,000. On March 27, 2014, Loaves and Fishes received a Residential Contract for Sale and Purchase in the amount of \$63,000. The borrower has given an initial deposit of \$1,000.00. This borrower is ready to close on this property pending BOCC approval.

Chronological/Numerical Summary:

2006

6914 Overman	Land and Construction	\$185,182
	HHRP funds	50,000
	Crawford-McBride	135,182
6912 Overman	Land and Construction	\$165,272
	HHRP funds	50,000
	Crawford-McBride	115,272

Animal Services

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Director

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2008

6914 and 6912 Overman acquired by Loaves & Fishes

Sale price	\$190,000
HHRP funds	150,000
Loaves & Fishes	40,000

Total HHRP funds invested in these homes during 2006 & 2008: \$250,000

2013

February – 6914 Overman Sold \$77,000 sale price

June – 6912 Overman Sale Pending \$63,000 sale price

Combined sales prices	\$140,000
Sales costs paid by Loaves & Fishes	17,000
<i>(Estimate based on sale of first home)</i>	
Loaves and Fishes initial investment	40,000
Loaves and Fishes estimated net recapture	83,000

Animal Services

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Director

451 Pine Forest Road
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LOAVES & FISHES SOUP KITCHEN

**Post Office Box 1303
Pensacola, Florida 32596
MATTHEW 25:40
(850) 438-7616**

January 23, 2014

Santa Rosa County Board of Commissioners
6495 Carolina Street
Milton Florida 32570

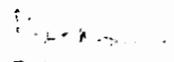
Dear Board of County Commissioners

In January 2009, Loaves and Fishes Soup Kitchen, Inc. purchased two housing units located at 6914 and 6912 Overman Street, Bagdad, Florida 32583, to assist in providing transitional housing for the homeless in Santa Rosa County, Florida. Specific covenants and restrictions were applied to the homes until December 2023. One of the restrictions was that the homes would be used as transitional housing for homeless lower-income families whose incomes were not to exceed 50% of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustments for family size. The covenant restrictions state that if the Agency determines the properties are no longer suitable for transitional housing, the agency can notify the Board of County Commissioners and upon approval of the Board the property can be sold as affordable home ownership housing to lower income families. After careful consideration, Loaves and Fishes has determined the two Overman houses are no longer needed for transitional housing in Santa Rosa County.

At this time, Loaves and Fishes has four transitional houses in Santa Rosa and we have had difficulty in keeping all four units filled with homeless families. The primary barrier has been the families' lack of reliable transportation and the lack of a public transportation system in the Overman area. It seems that a better use of the two Overman houses is to sell the units as affordable housing to eligible buyers. Proceeds from the sale will be utilized in meeting the operational costs associated with our homeless assistance programs such as food, shelter, and clothing for the poor and needy in the community.

Loaves and Fishes Soup Kitchen, Inc. is requesting approval from the Board of County Commissioners to place the two homes at 6914 and 6912 Overman Street on the market to be sold per the deed restrictions. Thank you for your considerations.

Sincerely,


Rick Humphreys
President

THIS INSTRUMENT PREPARED BY:
Janice Boone
Santa Rosa County
Community Planning, Zoning & Development
6051 Old Bagdad Road
Milton, FL 32583
(850) 983-7075

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit ("Loaves and Fishes");

WHEREAS, Loaves and Fishes owns that certain property in Santa Rosa County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has purchased a transitional housing unit, known as **6912 Overman Street, Bagdad, FL 32530**, (the "Project") in order to assist in providing housing for the homeless in Santa Rosa County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Santa Rosa County Hurricane Housing Recovery Program (HHRP);

NOW, THEREFORE, for and in consideration of the premises, Loaves and Fishes Soup Kitchen, Inc., for itself and its successors and assigns, hereby establishes this Declaration of Covenants and Restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until December 2023.

1. Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families or individuals whose incomes do not exceed fifty percent (50%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management

services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on December 2023, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to \$125,000.00, plus the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing." Upon such documented action, and recording of the Resolution in the public records of Santa Rosa County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable home ownership housing in keeping with the governing State and HHRP requirements.

2. These Covenants and Restrictions shall run continuously with the Property until December 2023.

IN WITNESS WHEREOF, Loaves and Fishes Soup Kitchen, Inc., pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 29th day of ~~December, 2008~~ JANUARY, 2009.

LOAVES AND FISHES SOUP KITCHEN, INC.
A Florida not-for-profit corporation

By: *F. W. Humphreys*
F. W. Humphreys, President

WITNESSED:

Donna S. Perritt

DONNA S. PERRITT
Print Name

Minnie Smith

MINNIE SMITH
Print Name

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 29th day of ~~December, 2008~~ JANUARY, 2009, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not-for-profit corporation, and who has produced FL DL as identification or who is personally known to me.

Donna S. Perritt
Signature of Notary Public

(Notary Seal must be affixed)

Print Name: Donna S. Perritt
My Commission Expires February 8, 2009
Commission Number DD385440
Grouped Notary Seal - Notarize, Inc. 800-385-7018

EXHIBIT "A"

Commence at a capped metal rod (Licensed Business #5170) at the Northwest corner of Block 34, resubdivision of Bagdad, a subdivision of a portion of Sections 10 & 13, Township 1 North, Range 28 West, Santa Rosa County, Florida; as recorded in Plat Book "A", Page 34, of the public records of said county; said point being at the intersection of Southerly right of way line of Ella Street (R/W varies) and the Easterly right of way line of School Street (R/W varies); thence run South 34 degrees 20 minutes 18 seconds East along said Easterly right of way line a distance of 249.80 feet to a capped metal rod (Licensed Business #5170) at an intersection with the Northerly right of way line of Overman Street (R/W varies); thence run North 55 degrees 20 minutes 02 seconds East along said Northerly right of way line a distance of 100.00 feet to the Point of Beginning; thence depart said Northerly right of way line North 34 degrees 20 minutes 27 seconds West a distance of 123.22 feet to a capped metal rod (Licensed Business #5170); thence run North 55 degrees 09 minutes 03 seconds East a distance of 50.00 feet to a capped metal rod (Licensed Business #5170); thence run South 34 degrees 20 minutes 30 seconds East a distance of 125.38 feet to a capped metal rod (Licensed Business #5170) on said Northerly right of way line; thence run South 59 degrees 20 minutes 02 seconds West along said Northerly right of way line a distance of 50.00 feet to the Point of Beginning. Said parcel being in area 0.144 acre, more or less. Subject to a 20.00 foot wide utility easement along the West line thereof.



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: Kristen A. Shell, M.E., AICP, Senior Planner
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Grant Application for South Santa Rosa Bicycle Pedestrian Master Plan
DATE: June 3, 2014

RECOMMENDATION

The purpose of this agenda item is to request approval of the attached Community Planning Technical Assistance Grant application to the Florida Department of Economic Opportunity (DEO), Bureau of Community Planning.

BACKGROUND

This technical assistance grant application was due June 6, 2014 and was submitted to the DEO pending Board of County Commissioners approval. This is an annual funding cycle and the grants will be awarded on a fixed rate price (deliverables will be approved before money is drawn). Typical awards will be \$25,000 or less, however, grants of greater value may be awarded for special projects of merit. The County has requested \$35,000 and the projects must be completed by May 31, 2015 for this funding cycle.

The purpose of these grants is to assist counties and municipalities in meeting the requirements of the Comprehensive Planning Act, addressing critical local planning issues, and promoting innovative planning solutions.

During the review of the request, the Department will give special consideration to:

- Rural local governments, including rural local governments in an urban county;
- Proposals which promote economic development; and
- Innovative planning proposals which have applicability to other local governments in the state.

Animal Services
Dale Hamilton
Director

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(850) 983-4680

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Emergency Management
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Director

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**Community Planning,
Zoning & Development**
Rebecca Cato
Director

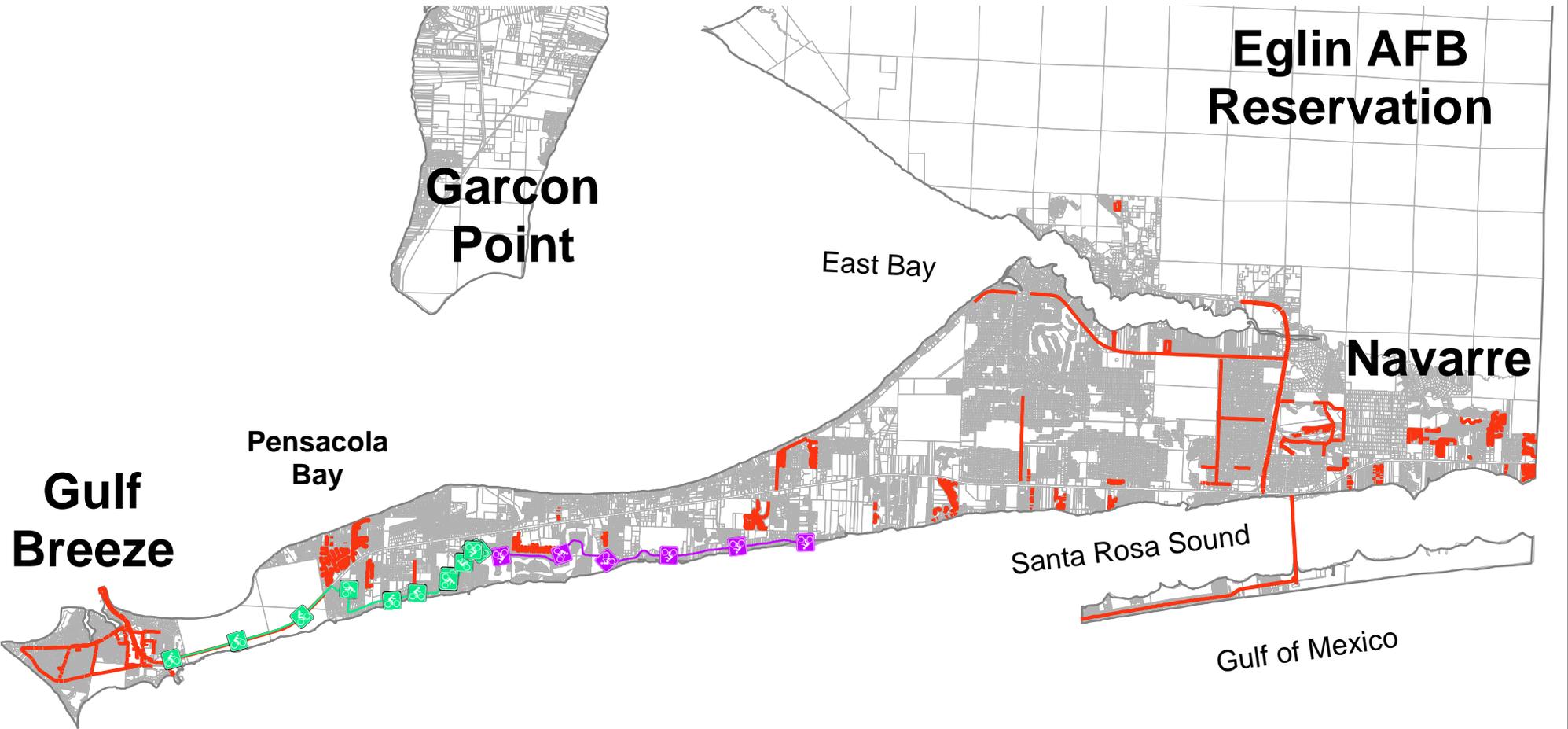
6051 Old Bagdad Hwy, Ste 202
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Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"

**Existing Sidewalks and Bike/Ped Facilities
South End of Santa Rosa County, Florida**



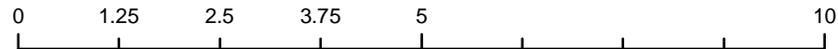
Legend

STREETNAME

-  Unimproved/Marked Bike Route
-  Existing Bike Route
-  Sidewalks
-  Parcel Lines



Miles



Map Document: (C:\mav's-d-drive\mav\work\Kristen\Bike Ped Grant Submittal\bike ped map.mxd)
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Planning, Zoning
and
Development Division

Exhibit A – Scope of Work

The purpose of this funding request is to enable Santa Rosa County to engage the services of a consultant to prepare a Bicycle and Pedestrian Master Plan for the southern portion of the County, known as the South Santa Rosa Peninsula. It is the goal of the South Santa Rosa Bicycle Pedestrian Master Plan to provide a mapped bicycle loop route or minimum grid that is both an alternative to automobile travel on U.S. Highway 98 as well as a quality of life/tourism enhancing recreational route. Secondary goals are to analyze existing bike/ped plans and programs and determine priorities based on identified and formulated goals and appropriate linkages. Tertiary goals include integrating transportation and land use decisions and identifying funding strategies for the development of the plan. The plan will incorporate bicycle/pedestrian improvements, both identified and existing, and promote connectivity between the systems while seeking to improve overall bike/ped safety along the US 98 corridor. The plan will synthesize the various bicycle and pedestrian activities related to multi-modal mobility, quality of life, tourism promotion, safety, connectivity, health, education, and environmental concerns.

According to the 2012 Road Safety Assessment Report for US 98 in Santa Rosa County from the Bridge in Gulf Breeze east to the Okaloosa County Line (Appendix A), “Communities, developments, and commercial growth have increased the use of pedestrian and bicycle traffic. The conflict between vehicles and pedestrians appears to be the main concern along this corridor”. At the time of this report, US 98 had an ADT of around 43,300 vehicles per day and accident report data indicated 21 accidents involving pedestrians (7 fatal) and 6 accidents involving bicyclists (2 fatal) in 2010 alone. The report team concluded that the “major contributing factors were lack of lighting, lack of pedestrian/bicycle facilities, and driver error”. Along these lines, this report included some recommended improvements that may be considered under this proposed scope of work along with the existing improvements shown on Map 1 and other proposed improvements.

Task 1: Citizen Participation and Plan Marketing

Activities

- 1.A. Develop Social Media and Online Presence for the planning effort.
- 1.B. Stakeholder identification and citizen participation design.

Products

- Project Facebook page;
- Project website – may be hosted on the County website;
- Citizen participation plan that includes how stakeholders will be engaged through focus groups or other meeting formats and that includes opportunities for broad based citizen involvement; and
- Outreach materials including but not limited to handouts, maps, flyers, graphics.

Task 2: Identification of Goals and Prioritization Objectives

Activities

2.A. Based on the activities identified in Task 1 above and other planning level concepts and ideas, develop a list of bike/ped goals and prioritization objectives. It is intended that these goals and prioritization objectives be included into the following Task activities as well as the Santa Rosa County Comprehensive Plan.

Product

Written listing of bike/ped goals and prioritization concepts including analysis and discussion of the activities identified in Task 1 above.

Task 3: Existing and Planned Bike/Ped Facilities Analysis

Activities

3.A. Analyze existing plans and identified projects and provide an analysis of the identified projects in terms of the goals and prioritization objectives identified in Task 2 above. These goals and prioritization objectives may include: mobility, recreational enhancement, cost feasibility, safety, connectivity, etc.

Product

- Listing and summarization of existing projects both build and proposed or planned
- Analysis of proposed or planned projects in terms of identified goals and prioritization objectives. This analysis may be in the form of a matrix or other decision making tool.

Task 4: Bicycle Loop Identification

Activities

4.A. Familiarization of the US 98 Corridor and associated traffic and safety issues.

4.B. Identification and mapping of a proposed recreational bicycle loop that would include the entire east west length of the peninsula, consider linkages to the Navarre Beach and South Santa Rosa bicycle routes, consider both mobility and recreational objectives; and consider the input of citizens both avid cyclist and recreational cyclist.

4.C. Feasibility analysis of the proposed bicycle loop.

Product

Map of proposed bicycle loop and written analysis of loop including feasibility and a discussion of how the proposed loop meets identified goals and prioritization objectives.

Task 5: Identification and Selection of Strategies/Recommendations

Activities

5.A. Identify additional bike/ped strategies and recommendations. Recommendations should be based on the goals and prioritization objectives identified above in task 3.

Product

Listing and analysis of bike/facility recommendations provided in both written and accompanying map formats.

Task 6: Identification of Funding Sources

Activities

6.A. Provide a summary of available funding through the MPO process and identify shortcoming and limitations.

6.B. Identify and list any available grant or other funding options including some analysis of relevance.

Product

Analysis and listing of existing and available funding sources in written format to be included into the final planning document.

Task 7: Final Plan Preparation

Activities

7.A. Combine the results of Tasks 1 through 4 above in a highly professional planning document including graphics, photos, and maps.

Product

Final report delivered in print (5 copies) and electronic format (MS Word and Searchable PDF format).

AGENDA
PUBLIC WORKS COMMITTEE

June 9, 2014

Chairman:

Vice Chairman: Commissioner Cole

1. Discussion of comparison shopping proposals to repair flood damaged ditch pavement at Chumuckla Highway (CR 197) and Norris Road (CR 197B) with reimbursement from Federal Highway Administration (FHWA).
2. Discussion of comparison shopping proposals to repair flood damaged ditch pavement at Munson Highway (CR 191) and East Gate Road (CR 87A) with reimbursement from Federal Highway Administration (FHWA).
3. Discussion of request from Pace Water System for easements at the Santa Rosa Soccer and Horse Complex for the installation of a reuse water line and a reuse water ground storage Tank.

No support documentation for this agenda item.

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No support documentation for this agenda item.

From: Damon Boutwell <dboutwell@pacewater.org>
Sent: Wednesday, June 04, 2014 12:58 PM
To: Stephen Furman; Avis Whitfield; Tana Tynes
Subject: RE: Proposed Tank Site at Soccer Complex

PWS recently received a 50% grant (\$160,000) from the NFWFMD to extend reclaim water along Chumuckla Hwy. to the Soccer Complex. Due to the length of the run and the added ground elevation the area around the Soccer Complex or Willard Norris Road is the practical limit for the extension of the reclaim water system to the North. Our recent 2013 Master Plan Update lists the need for a storage tank and pumping facility in the vicinity of the Soccer complex by 2022 to maintain adequate pressures with growth. If PWS can acquire from Santa Rosa County an easement for the tank then PWS will extend the reclaim water line to the point of the future tank.

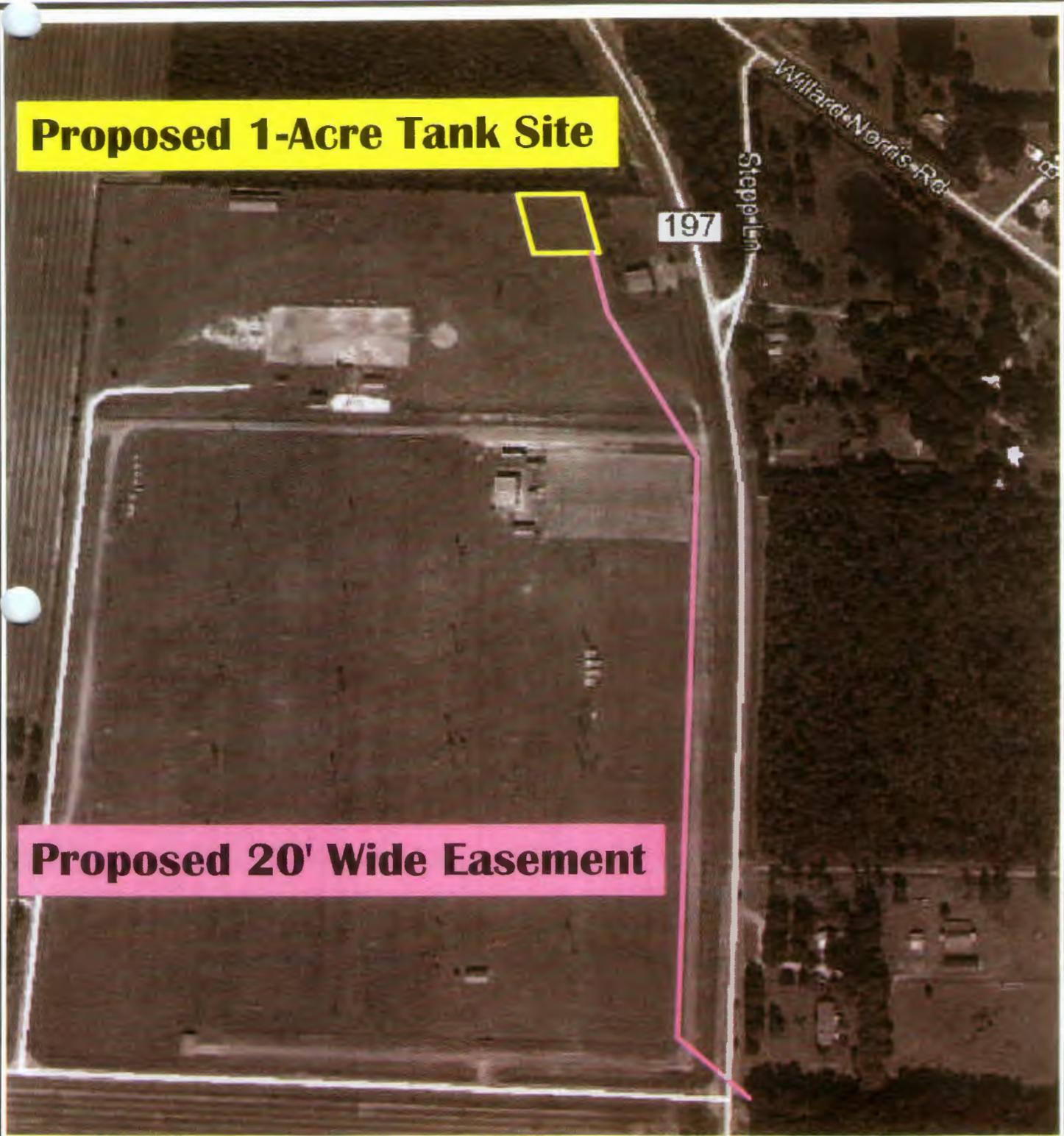
The tank would be basically the same tank as at Stonebrook, a 2.0 million gallon ground storage tank with an approximate height of 35 feet and a diameter of 100 feet. The tank does utilize a spread footer foundation so the minimum excavated construction area would be approximately 150 feet diameter. The pumping facility would consist of 2 pumps and one electrical building (6'x8'). While working within required setbacks PWS will attempt to minimize the actual ground footprint needed. PWS would only fence off the minimum area required.

Thank you for your consideration.

Damon

Damon A. Boutwell, PE
General Manager
Pace Water System, Inc.
4401 Woodbine Road
Pace, FL 32571
850.994.5129

Proposed 1-Acre Tank Site



Proposed 20' Wide Easement



Pace Water System, Inc.

4401 WOODBINE ROAD
PACE, FL 32571

PHONE: 850-994-5129
FAX: 850-994-6920

Proposed Tank Site

Santa Rosa Soccer and Horse Complex Reclaimed Water Extension

Date: April 2014

Prepared For:
Santa Rosa County

Stonebrook
TANK



Stonebrook
Tank



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF
REIMBURSEMENT AGREEMENT**

350-000-15
COMPTROLLER
OGC - 04/13
Page 1 of 26

Contract No: _____
DUNS No: 80-939-7102

CFDA No: 20.205

This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this _____ date of _____, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Santa Rosa County B.O.C.C. located at 6495 Caroline Street, Milton, FL 32570 herein after called the "Local Government".

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144, dated April 30, 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and

WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and

WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and

WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and

WHEREAS, the Local Government by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
4. Subject to the terms and conditions of the Emergency Relief Program Manual at <http://www.fhwa.dot.gov/reports/erm/erm.pdf>, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.

7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (118,417) one hundred eighteen thousand four hundred seventeen dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check all that apply).

- This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.
- Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
 - Invoices will be submitted monthly
 - Invoices will be submitted quarterly
 - Invoices will be submitted _____
 - One invoice will be submitted upon completion

8. Choose one of the following:

- Travel costs will not be reimbursed.
- Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.

9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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11. The Local Government agrees to complete the project on or before August 29 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.

12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.

13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

14. The Department’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: <http://www.dot.state.fl.us/construction/wage.shtm>; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the “Required Contract Provisions for Federal-Aid Construction Contracts” (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal “Buy America Requirements”, a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department’s website found at <http://www.dot.state.fl.us/equalopportunityoffice/>.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government’s general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: Dustin Castells
1074 Highway 90 East
Chipley, Florida 32428

19. Contact Names and Addresses:

Local Government: Santa Rosa County B.O.C.C.
Address: Public Works Department
6075 Old Bagdad Highway
Milton, Florida 3583
Contact Name: Avis Whitfield
Contact Telephone: 850-626-0191

Florida Department of Transportation
Address:
1074 Highway 90 East
Chipley, Florida 32428
Contact Name: Dustin Castells
Contact Telephone: 850-330-1227

20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.
22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.
26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

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

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT

Santa Rosa County B.O.C.C.

By: _____

Name: _____

Title: _____

Attest:

(SEAL)

Approved as to Form, Legality
And Execution:

Local Government Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Department Legal Review:

Authorization Received From the Department's
Comptroller as to Availability of Funds:

Date

DETAILED DAMAGE INSPECTION REPORT				Report Number		
(Title 23, Federal-aid Highways)				Sheet _____ of _____		
U.S. Department of Transportation Federal Highway Administration				FHWA Disaster Number		
Location (Name of Road and Milepost) CR 399 (East Bay Blvd) From M.P. 1.472 - 1.486 Santa Rosa County LAT. N 30° 21' 52.58" LON. W 86° 59' 10.62"				Inspection Date 05/07/2014		
Description of Damage Heavy rains caused severe flooding on CR 399, which resulted in a total loss of roadway between M.P. 1.472 - 1.486				Federal-aid Route Number		
				State County FL SANTA ROSA		
Cost Estimate						
EMERGENCY REPAIR	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
	MOBILIZATION	LS	\$7,000.00	1		\$7,000.00
	MAINTENANCE OF TRAFFIC	LS	\$5,000.00	1		\$5,000.00
	CLEARING AND GRUBBING (0.12 AC)	LS	\$5,000.00	1		\$5,000.00
	BORROW EXCAVATION, TRUCK MEASURE	CY	\$15.30	2,368		\$36,230.40
	OPTIONAL BASE GROUP 09 (SP 12.5)	SY	\$31.00	220		\$6,820.00
	SUPERPAVE ASPHALTIC CONC (TRF C)	TN	\$275.00	28		\$7,700.00
	ASPHALTIC CONCRETE (FC 12.5)	TN	\$350.00	17		\$5,950.00
	PIPE CULVERT ROUND 48"	LF	\$217.71	100		\$21,771.00
	MITERED END SECTION 48"	EA	\$1,800.00	4		\$7,200.00
	PERFORMANCE TURF, SOD	SY	\$6.00	560		\$3,360.00
	PAINT PAVT MARKING SOLID WHITE 6"	LF	\$6.00	180		\$1,080.00
	PAINT PAVET MARKING SOLID YELLOW 6"	LF	\$6.00	90		\$540.00
	Method				Subtotal	\$0.00
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				CEI 10% PE/CE		\$10,765.14
				Emergency Repair Total		\$118,416.54
PERMANENT RESTORATION						
Method				Subtotal	\$0.00	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE		
				Right-of-Way		
				Perm. Repair Totals		
Environmental Assessment Recommendation				Estimated Total		\$118,416.54
<input type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS						
Recommendation				FHWA Engineer		Date
<input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible						
Concurrence				State Engineer		Date
<input type="checkbox"/> Yes <input type="checkbox"/> No						
Concurrence				Local Agency Representative		Date
<input type="checkbox"/> Yes <input type="checkbox"/> No						

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF
REIMBURSEMENT AGREEMENT**

350-000-15
COMPTROLLER
OGC - 04/13
Page 1 of 26

Contract No: _____
DUNS No: 80-939-7102

CFDA No: 20.205

This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this _____ date of _____, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Santa Rosa County B.O.C.C. located at 6495 Caroline Street, Milton, FL 32570 herein after called the "Local Government".

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144, dated April 30, 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and

WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and

WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and

WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and

WHEREAS, the Local Government by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
4. Subject to the terms and conditions of the Emergency Relief Program Manual at <http://www.fhwa.dot.gov/reports/erm/erm.pdf>, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.

7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (76,338) seventy six thousand three hundred thirty eight dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check all that apply).

- This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.
- Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
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 - Invoices will be submitted _____
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8. Choose one of the following:

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- Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.

9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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11. The Local Government agrees to complete the project on or before August 29 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.

12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.

13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

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 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: <http://www.dot.state.fl.us/construction/wage.shtm>; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at <http://www.dot.state.fl.us/equalopportunityoffice/>.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: Dustin Castells
1074 Highway 90 East
Chipley, Florida 32428

19. Contact Names and Addresses:

Local Government: Santa Rosa County B.O.C.C.
Address: Public Works Department
6075 Old Bagdad Highway
Milton, Florida 3583
Contact Name: Avis Whitfield
Contact Telephone: 850-626-0191

Florida Department of Transportation
Address:
1074 Highway 90 East
Chipley, Florida 32428
Contact Name: Dustin Castells
Contact Telephone: 850-330-1227

20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.

21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.

22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.

23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.

26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

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28. Vendors/Contractors:

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

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT

Santa Rosa County B.O.C.C. _____

By: _____

Name: _____

Title: _____

Attest:

(SEAL)

Approved as to Form, Legality
And Execution:

Local Government Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Department Legal Review:

Authorization Received From the Department's
Comptroller as to Availability of Funds:

Date

DETAILED DAMAGE INSPECTION REPORT (Title 23, Federal-aid Highways)	Report Number SF-58-
U.S. Department of Transportation Federal Highway Administration	Sheet 1 of 1
Location (Name of Road and Milepost) CR 191 (Munson Hwy) at CR 87A (East Gate Rd) LAT 30° 40' 37.85" N - 86° 59' 36.95" W	FHWA Disaster Number FL-14-01
Description of Damage Heavy rains caused severe erosion of the concrete ditch pavement and parking lot, resulting in a loss of asphalt, concrete ditch and 24" drainage pipe.	Inspection Date 05/27/2014
	Federal-aid Route Number State: FL County: SANTA ROSA

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
MOBILIZATION	LS	\$10,000.00	1		\$10,000.00
MAINTENANCE OF TRAFFIC	LS	\$5,000.00	1		\$5,000.00
CLEARING AND GRUBBING (0.22 AC)	LS	\$3,500.00	1		\$3,500.00
BORROW EXCAVATION, TRUCK MEASURE	CY	\$15.30	675		\$10,327.50
PREPARED SOIL, FINISH LAYER, 6"	SY	\$3.00	172		\$516.00
PERFORMANCE TRUF, SOD	SY	\$6.00	172		\$1,032.00
CONCRETE DITCH PAVEMENT, NON REINFORCED 4"	SY	\$70.00	145		\$10,150.00
OPTIONAL BASE, BASE GROUP 01	SY	\$8.00	600		\$4,800.00
ASPHALT CONCRETE FC-12.5, TRAFFIC B	TN	\$350.00	45		\$15,750.00
PIPE CULVERT OPT. ROUND 24"	LF	\$79.00	37		\$2,923.00
VALLEY GUTTER-CONCRETE	LF	\$30.00	180		\$5,400.00
Method				Subtotal	\$0.00
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				LEI % PE/CE	\$6,939.85
				Emergency Repair Total	\$76,338.35

PERMANENT RESTORATION

- THIS REPAIR IS MORE ECONOMICAL AND PRACTICAL TO PERFORM SUCH WORK AS AN EMERGENCY REPAIR CONTRACT WITH LOCAL FORCES.

- FROM REVIEWING GOOGLE EARTH THERE WAS NOT ANY PRE-EXISTING DAMAGE PRIOR TO THE STORM/FLOODING.

Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract	Subtotal PE/CE	\$0.00
	Right-of-Way	
	Perm. Repair Totals	

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS	Estimated Total	\$76,338.35
Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer <i>Derek A. F...</i>	Date 5-30-14
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date
Concurrence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative <i>...</i>	Date 6-3-14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF
REIMBURSEMENT AGREEMENT**

350-000-15
COMPTROLLER
OGC - 04/13
Page 1 of 26

Contract No: _____
DUNS No: 80-939-7102

CFDA No: 20.205

This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this _____ date of _____, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Santa Rosa County B.O.C.C. located at 6495 Caroline Street, Milton, FL 32570 herein after called the "Local Government".

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144, dated April 30, 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and

WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and

WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and

WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and

WHEREAS, the Local Government by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
4. Subject to the terms and conditions of the Emergency Relief Program Manual at <http://www.fhwa.dot.gov/reports/erm/erm.pdf>, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.

7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (16,455) sixteen thousand four hundred fifty five dollars _____ (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check all that apply).

- This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.
- Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
 - Invoices will be submitted monthly
 - Invoices will be submitted quarterly
 - Invoices will be submitted _____
 - One invoice will be submitted upon completion

8. Choose one of the following:

- Travel costs will not be reimbursed.
- Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.

9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

11. The Local Government agrees to complete the project on or before August 29 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.

12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.

13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: <http://www.dot.state.fl.us/construction/wage.shtml>; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at <http://www.dot.state.fl.us/equalopportunityoffice/>.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: Dustin Castells
1074 Highway 90 East
Chipley, Florida 32428

19. Contact Names and Addresses:

Local Government: Santa Rosa County B.O.C.C.
Address: Public Works Department
6075 Old Bagdad Highway
Milton, Florida 3583
Contact Name: Avis Whitfield
Contact Telephone: 850-626-0191

Florida Department of Transportation
Address:
1074 Highway 90 East
Chipley, Florida 32428
Contact Name: Dustin Castells
Contact Telephone: 850-330-1227

20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.

21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.

22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.

23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.

26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

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

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT

Santa Rosa County B.O.C.C.

By: _____

Name: _____

Title: _____

Attest:

(SEAL)

Approved as to Form, Legality
And Execution:

Local Government Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Department Legal Review:

Authorization Received From the Department's
Comptroller as to Availability of Funds:

Date

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Lynchard

June 9, 2014

Bid Actions:

- 1) Discussion of bids received for one compact track loader for Road & Bridge; low bidder meeting specifications is Beard Equipment Company with a bid of \$77,799.
- 2) Discussion of rejection of bids received for on front mount self-propelled broom for Road & Bridge and re-bid.

Budget:

- 3) **Budget Amendment 2014 – 135** in the amount of \$ 925 to carry forward crime prevention funds and allocate for the Sheriff's Office expenditures in the Fine & Forfeiture Fund.
- 4) **Budget Amendment 2014 – 136** in the amount of \$ 141,528 to recognize Federal Home Program (HUD) Grant and allocates to First Time Homebuyer per Escambia Consortium Interlocal Agreement in the General Fund.
- 5) **Budget Amendment 2014 – 137** in the amount of \$ 16,662 to allocate 911 funds as required to repair existing dispatch console equipment (\$8,942) and to replace six (6) chairs for the 911 center (\$7,720) from the Enhanced 911 Program Fund.
- 6) **Budget Amendment 2014 – 138** in the amount of \$ 48,175 from Economic Development Reserves for the Industrial Park rail spur rehabilitation as approved at the May 22, 2014 BOCC Regular Meeting.

County Expenditure/Check Register:

- 7) Discussion of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** COMPACT TRACK LOADER

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

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

Compact Track Loader with Davco Brush Cutter attachment.

4. **SCOPE OF WORK:**

N/A

5. **BIDDERS AND PRICES:**

A. Beard Equipment Company	\$77,799.00
B. Thompson Tractor	\$84,631.82
C. Smith Tractor Co., Inc.	\$85,148.17
D. Lyle Machinery Company	\$94,428.00

PROCUREMENT RECOMMENDATION

1. PRODUCT/SERVICE: FRONT MOUNT SELF-PROPELLED BROOM

2. RESPONSIBLE OFFICE: ROAD & BRIDGE

3. DESCRIPTION OF SERVICE/PRODUCT:

Front mount self-propelled broom

4. SCOPE OF WORK:

N/A

5. BIDDERS AND PRICES:

A. Thompson CAT Rental	\$48,436.36
B. Tractor and Equipment Company, Inc.	\$53,300.00
C. Cowin Equipment Company, Inc.	\$64,610.00

Orrin Smith

From: Avis Whitfield
Sent: Wednesday, June 04, 2014 11:06 AM
To: Orrin Smith; Jayne Bell
Cc: Hunter Walker
Subject: Bids on front mount broom

I recommend to reject the bids for the front mount broom and re-bid.

Avis Whitfield
Director
Santa Rosa County Public Works

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

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: June 3, 2014

FROM: **Fine & Forfeiture 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:	102 – 3990001	Cash Carried Forward	\$ 925
To:	0071 – 5490038	Crime Prevention	\$ 925

State reason for this request:

Carries forward Crime Prevention funds and allocates for the Sheriff's Office expenditures in the Fine & Forfeiture Fund.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-135**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: June 9, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of June, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Henry Brewton

From: Shirlene Kelly <kellys@flcjn.net>
Sent: Wednesday, May 21, 2014 2:16 PM
To: Jayne Bell
Cc: Henry Brewton
Subject: Acct # 0071 5490038

Need money in account # 0071 5490038 I have an invoice for 925.00.

Thanks,

Shirlene Kelly
Accounts Payable Clerk
850-983-1962
850-983-1985 FAX
kellys@flcjn.net

102 - 0071 - 5490038

102 - 3990001

Email scanned by Check Point

CCF Crime Prevention

2014-084

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: June 3, 2014

FROM: **Grant 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:	104 – 3315008	Federal Home Program (HUD)	\$ 141,528
To:	0787 – 5340043	First Time Homebuyer	\$ 141,528

State reason for this request:

Recognizes Federal Home Program (HUD) Grant and allocates to First Time Homebuyer account per Escambia Consortium Interlocal Agreement for 2013/2014 and prior years amended to reflect total grant agreements.

Requested by Erin Malbeck/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-136**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 06/09/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of **June, 2014**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Erin Malbeck
Sent: Tuesday, May 20, 2014 9:22 AM
To: Jayne Bell
Cc: Beckie Cato
Subject: Budget Amendment Request
Attachments: 2013.2014 New Funding Homebuyer Assistance HOME.xls

Good Morning Jayne,

Please see the attached Budget Amendment Request. Can you please place it on the next BOCC agenda for 6/9/2014. If you should have any questions, please let me know.

These funds were approved by the BOCC through our Escambia Consortium last year, due to the amount of funding we've had on hand, there was not a need to allocate at that time.

Erin R. Malbeck

SRC Housing Program Coordinator

6051 Old Bagdad Hwy, Ste. 201

Milton, FL 32583

Office: 850-981-7076

Direct Line: 850-981-7092

Fax: 850-981-7099

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.

Request Submitted By:

Erin Malbeck
5/20/2014

Housing 2013/2014 Budget Amendment

Existing Programs

FUND	104 Grants	
DEPT	787 FED HOME INVEST PART PROG	
	5340043 Home Buyer Assistance Program	141,528.00
		Total <u><u>141,528.00</u></u>
	(Revenue not yet received.)	
		104
		3315008

Per Escambia Consortium Interlocal Agreement for 2013/2014 and prior years amended to reflect total grant agreements.

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: June 3, 2014

FROM: **Enhanced 911 Program 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:	3420 – 5990001	Reserve for Contingencies	(\$ 16,662)
To:	3420 – 564001	Machinery/Equipment	\$ 16,662

State reason for this request:

Allocates 911 funds as required to repair existing dispatch console equipment (\$8,942) and to replace six (6) chairs for the 911 center (\$7,720).

Requested by Brad Baker/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-137

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 06/09/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of **June, 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: June 3, 2014

FROM: Emergency Management
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION: X
MODIFICATION:
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	3420 – 599001	Reserve for Contingencies	(\$7,720)
TO:	3420 – 564001	Equipment – 911	\$7,720

State reason for this request:

Allocate 911 funds in order to replace six (6) chairs for the 911 center. Same chair has proven to be reliable and the chairs are used 24 hours a day / 365 days a year in the center.

Requested by: Brad Baker/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-xxx

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE:

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day of June, 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: June 3, 2014

FROM: Emergency Management
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION: X
MODIFICATION:
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	3420 – 599001	Reserve for Contingencies	(\$8,942)
TO:	3420 – 564001	Equipment 911	\$8,942

State reason for this request:

Allocate 911 funds as required in order to repair existing dispatch console equipment. The equipment will be purchased as a sole source product as it was previously purchased from Watson Furniture.

Requested by: Brad Baker/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-xxx

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

Comment: _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE:

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day of June, 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: June 3, 2014

FROM: **Electric Franchise Fee 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 – 5990015	Economic Development Reserves	(\$ 48,175)
	9106 – 59100101	To Road & Bridge Fund	\$ 48,175
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 48,175
	2100 – 563001	Improvements Other than Buildings	\$ 48,175

State reason for this request:

Funds the Industrial Park rail spur rehabilitation from the Electric Franchise Fee Fund Economic Development Reserves as approved at the May 22, 2014 BOCC Regular Meeting.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-138**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: June 09, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of June, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.