

October 24, 2011

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Economic Development update by Dave Hoxeng, Chairman TEAM Santa Rosa EDC, Inc.
2. Discussion of modifying incentives for targeted companies to reflect current economic conditions.



To: Santa Rosa County Board of County Commissioners  
From: Cindy W. Anderson, P.E., Executive Director  
Re: Discussion to modify incentives for targeted companies  
locating to Santa Rosa County  
Date: October 24, 2011

**DISCUSSION**

1. To modify the current Super QTI Cash Program

**BACKGROUND**

In response to the Deepwater Horizon event in 2010, the State of Florida passed SB2156 which allows companies locating to a Disproportionally Affected County to be eligible for a tax refund payment of \$6,000 (\$8,500 if located within a Brownfield) per job (line 8728); and giving the Department of Economic Opportunity the ability to waive wage requirements for targeted companies locating within the 8 disproportionately counties.

According to FL SB2156 (line 23014) "the criteria for the expenditure of funds shall, at a minimum, require funding preference for any Disproportionally Affected County and any municipality within a Disproportionally Affected County which provides expedited permitting in order to promote research and development, commercialization of research, economic diversification, and job creation with their respective jurisdictions."

In order to stay competitive and on the "top of mind" for companies and site consultants the threshold and modification of award amounts are suggested. This change will also increase

awareness to the State of Florida on the progressive thinking occurring in Santa Rosa County, and the Santa Rosa County's willingness to help themselves.

As we have seen our unemployment rate increase from an all time low of approximately 2.8% to double digits, we believe now is a time to be more pro-active with jobs and understand that any jobs would significantly contribute to the lowering of the current double digit unemployment rates. The incentives we are suggesting to modify were originally approved at a time when the unemployment rate was not near record highs and the area was still focusing on only higher wage jobs. We believe until the unemployment rate decreases, we need to lower the thresholds associated with incentives and as the unemployment rate increase, the County should then return to the focus on only high wage rate positions.

In February 2010, the BOCC originally passed the Super QTI Cash Program to increase the competitiveness of Santa Rosa County to other parts of the Country. Since the inception of the program numerous companies and site consultants have been informed and inquired of the program although no company has been awarded the incentive through the program.

### **BUDGETARY IMPACT**

None currently.

Future impact will be determined by size of the company and average wage rate of the company.

### **LEGAL CONSIDERATION**

### **PERSONNEL**

TEAM, County Administrator, County Attorney and Budget Director will work together on proposed projects.

### **IMPLEMENTATION**

TEAM Santa Rosa EDC will take the lead to ensure coordination between the various departments and agencies.



**TEAM Santa Rosa**  
FLORIDA  
 ECONOMIC DEVELOPMENT COUNCIL, INC

*DRAFT  
 Policy*

**Policies and Procedures  
 for  
 TEAM Santa Rosa EDC**

**Criteria for Establishing an Economic Development Incentive for Targeted Industries expanding and adding new jobs in Santa Rosa County**

The intent of this economic development incentive is to provide an incentive to those "Target Industries\*" that are expanding and or relocating from outside our "region\*\*" that generate more than 51% of their sales from Escambia, Okaloosa, and Santa Rosa County. This incentive will be based on the number of new positions anticipated to our region within a five year period and the quality of that position (average wage rate), and will be paid for up to five consecutive years at the end of each year. There will be a contract between the industries and the County outlining the commitments of the County and the Industry, and if the position count should fall below the number committed or the wage rate should be decreased, at the end of five years the industry will be required to refund any incentive funds paid to the industry for this incentive that it does or did not quality.

Average wage rate from 85% of SRC average to 100%	\$200/position/year
Average wage rate from 100% of SRC average to 115%	\$400/position/year
Average wage rate from 115% of SRC average to 125%	\$600/position/year
Average wage rate from 125% of SRC average to 150%	\$800/position/year
Average wage rate greater than 150%	\$1,000/position/year

The funds for this incentive will be from the Economic Development portion of the Electric Franchise Fee and the balance of the fee will be monitored with the assistance of the Budget Director to ensure that Economic Development Council does not recommend to the Board of County Commission any incentive that might be unfunded.

While funds will be encumbered by the County for the entire five years based on the anticipated number of new positions and average wage rate, the funds will be distributed to the company on an annual basis post-performance. Records from the company will be required

at the end of the reporting year to verify the number of new positions and the average wage rate of the facility paid over that reporting period.

APPROVED by the Board of County Commission: \_\_\_\_\_



**TEAM Santa Rosa**  
FLORIDA  
 ECONOMIC DEVELOPMENT COUNCIL, INC

*Current  
 Policy*

**Policies and Procedures**  
 for  
**TEAM Santa Rosa EDC**

**Criteria for Establishing an Economic Development Incentive for Targeted Industries expanding and adding new jobs in Santa Rosa County, relocating into Santa Rosa County from outside our region, or starting up, and establishing themselves on Non-County Owned Property**

The intent of this economic development incentive is to provide an incentive to those "Target Industries\*" that are expanding and or relocating from outside out our "region\*\*" and are not proposing to buy County owned land whereby they would be receiving an incentive through Santa Rosa County's Pricing Guidelines. This incentive will be based on the number of new positions anticipated to our region within a five year period and the quality of that position (average wage rate), and will be paid for up to five consecutive years at the end of each year. There will be a contract between the industries and the County outlining the commitments of the County and the Industry, and if the position count should fall below the number committed or the wage rate should be decreased, at the end of five years the industry will be required to refund any incentive funds paid to the industry for this incentive that it does or did not quality.

Average wage rate from 115% of SRC average to 125%	\$200/position/year
Average wage rate greater than 125% of SRC average to 150%	\$350/position/year
Average wage rate greater than 150%	\$500/position/year

The funds for this incentive will be from the Economic Development portion of the Electric Franchise Fee and the balance of the fee will be monitored with the assistance of the Budget Director to ensure that Economic Development Council does not recommend to the Board of County Commission any incentive that might be unfunded.

While funds will be encumbered by the County for the entire five years based on the anticipated number of new positions and average wage rate, the funds will be distributed to the company on an annual basis post-performance. Records from the company will be required at the end of the reporting year to verify the number of new positions and the average wage rate of the facility paid over that reporting period.

APPROVED by the Board of County Commission: February 11, 2010

October 24, 2011

**ADMINISTRATIVE COMMITTEE**

1. Discussion of Resolution designating the football field at Navarre Youth Sports Association as Ian Lockwood Field.
2. Discussion of contract with Navarre Beach Area Chamber of Commerce for maintenance assistance at Navarre Park.
3. Discussion of letter of support for reopening the Navarre Beach Pass on U.S. Air Force property at no expense to County.
4. Discussion of library borrowing policies for temporary residents and Escambia County students who attend Santa Rosa County schools.
5. Discussion of construction of new Judicial Center.
6. Discussion of soliciting proposals for the sale of former Chelsea Title building located on South Willing Street.
7. Discussion of reappointment of County Administrator Hunter Walker as Board representative on the Tri-County Community Council, Inc. Board of Directors for 2012.
8. Discussion of entering into contact with Hatch Mott MacDonald for engineering services for the Peter Prince Field Updated Master Plan.
9. Discussion of designating 2005 GeoXTC handheld GPS unit as surplus property for purpose of trade-in on upgraded model.
10. Discussion of Second Amendment to Antenna Space Lease Agreement with Verizon Wireless regarding location on Emergency Management Office communication tower.
11. Discussion of Legislative Priorities for the 2012 Florida Legislative Session.

12. Discussion of financial assurance mechanisms for solid waste facilities.
13. Discussion of scheduling public hearing on ordinance suspending imposition of transportation impact fees for 2012.
14. Public Hearing items scheduled for 9:30 a.m. Thursday, October 27, 2011:

An ordinance dividing Santa Rosa county into five county commissioner districts of contiguous territory as nearly equal in population as practicable pursuant to the requirements of Article VIII, section 1, (e) Florida Constitution and Florida Statute 124.01 (3).

Resolution No. \_\_\_\_\_

1

**WHEREAS**, Ian Lockwood grew up participating in various sports, particularly football, at the Navarre Youth Sports Complex and was known as a fierce competitor and good teammate; and

**WHEREAS**, Ian Lockwood also served his community as a Lifeguard on Navarre Beach, and was recognized as Citizen of the Year by the Navarre Area Chamber of Commerce; and

**WHEREAS**, after his original cancer diagnosis in August of 2009, Ian Lockwood adopted the **Live Strong** motto that became the rallying cry for his Navarre High School Raiders football team and spread throughout the Navarre Community, Santa Rosa County and beyond, touching thousands of people as his courageous fight became widely known; and

**WHEREAS**, the true measure of the profound national impact Ian Lockwood had was his attendance at the 2011 Outback Bowl as the guest of the University of Florida football team and its head coach, where Ian inspired not only the Fighting Gators and Coach Urban Meyer, but also the Gator Nation and beyond as his story received national attention, and where he received the official game ball; and

**WHEREAS**, Ian Lockwood, whose motto since being diagnosed with cancer was "Live for Today, Fight for Tomorrow, LIVESTRONG", ran out of time in his courageous fight with cancer January 28, 2011 in the presence of his family and friends.

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Rosa County Board of Commissioners, in recognition of his exemplary life and courageous example, hereby designates the football field at the Navarre Youth Sports Complex as **Ian Lockwood Field** with proper signage to so indicate this designation.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2011, by a vote of \_\_\_\_ yeas, \_\_\_\_ nays, and \_\_\_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida.

**Board of County Commissioners  
Santa Rosa County, Florida**

\_\_\_\_\_  
By: Lane Lynchard, Chairman

Attest:

\_\_\_\_\_  
Clerk of Courts

2

**Hunter Walker**

**From:** NBACOC/CEO [exec@navarrechamber.com]  
**Sent:** Tuesday, October 18, 2011 11:54 AM  
**To:** Hunter Walker  
**Cc:** 'Tom Vatter'; 'John Hays'; cinnamon@abacamortgage.com; 'Carter, Regina E.'; 'Jim Taylor'; Tammy Simmons  
**Subject:** County Park Maintenance Contract  
**Attachments:** fy2011 pl.xls

Dear Hunter,

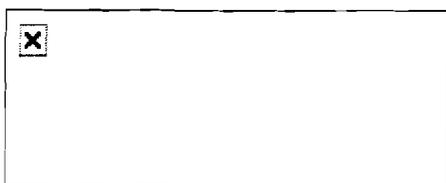
Thanks for calling yesterday regarding the October 1, 2011, invoice for park maintenance.

Please find attached the final FY2011 P&L for NatureWalk Park. As you will see, the final net, not including any administration, is \$2,953.35.

As we discussed, the Chamber's executive committee will meet on Thursday to review the current proposal and will respond promptly with our comments.

Thanks!

Bill Arnett, President & CEO  
**Navarre Beach Area Chamber of Commerce**  
8543 Navarre Parkway  
Navarre, FL 32566  
P: (850) 939-3267  
M: (850) 691-2080  
F: (850) 939-0085  
[www.navarrechamber.com](http://www.navarrechamber.com)



October 22, 2011  
Presented by: Juana's Pagodas/Sailors' Grill

# Navarre Beach Area Chamber of Commerce Profit & Loss

October 2010 - September 2011

	<u>Total</u>
<b>Income</b>	
<b>Committee Income</b>	
<b>Nature Walk</b>	
County Contract Income	49,999.86
<b>Total Nature Walk</b>	<b>\$ 49,999.86</b>
<b>Total Committee Income</b>	<b>\$ 49,999.86</b>
<b>Total Income</b>	<b>\$ 49,999.86</b>
<b>Gross Profit</b>	<b>\$ 49,999.86</b>
<b>Expenses</b>	
<b>Committee</b>	
<b>Nature Walk</b>	
<b>Park Maintenance</b>	
Landscaping	5,251.04
Maintenance Contract	27,194.00
Repair & Maintenance	2,256.46
Splash Pad	675.50
VIC Restrooms	8,360.00
<b>Total Park Maintenance</b>	<b>\$ 43,737.00</b>
<b>Utilities</b>	<b>3,309.51</b>
<b>Total Nature Walk</b>	<b>\$ 47,046.51</b>
<b>Total Committee</b>	<b>\$ 47,046.51</b>
<b>Total Expenses</b>	<b>\$ 47,046.51</b>
<b>Net Operating Income</b>	<b>\$ 2,953.35</b>
<b>Net Income</b>	<b>\$ 2,953.35</b>

Monday, Oct 17, 2011 02:30:36 PM GMT-5 - Cash Basis

STATE OF FLORIDA

COUNTY OF SANTA ROSA

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the Navarre Beach Area Chamber of Commerce, a Florida non-profit corporation, 8543 Navarre Parkway, Navarre, Florida, 32566, (hereinafter referred to as "NBACOC").

WITNESSETH:

WHEREAS, NBACOC is a non-profit corporation organized to promote the business and civic interest of the Navarre, Florida area; and

~~WHEREAS, the parties desire to enter into an agreement defining the rights, duties, and liabilities relating to the premises for use by citizens and groups in Santa Rosa County, Florida; and~~

WHEREAS, the County is satisfied that such management and administration would be in Santa Rosa County's best interest; and

WHEREAS, NBACOC desires to assist the County in the continued operation of the Park, which is controlled by the County; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is mutually agreed and covenanted as follows to-wit:

~~1. County agrees to provide a \$50,000 annual contribution to NBACOC in exchange for services as defined in this lease.~~

2. The term of this Agreement shall be for a period of one (1) year following the date of execution hereof and shall continue on a month-to-month basis thereafter until a new agreement has been entered into or one party provides the other party with at least 60 days written notice of its intention to terminate the relationship.

3. The County Administrator shall designate the appropriate staff to represent the County in carrying out the objectives set forth in this Agreement. NBACOC, a properly registered non-profit corporation in the State of Florida, designates its Board of Directors to carry out the objectives set forth in this Agreement.

4. Prior to the execution of this Agreement, NBACOC agrees to provide the County a copy of its incorporating documents, and a list of its Board of Directors.

5. NBACOC agrees that no physical change to the property or major maintenance will be undertaken without consultation with the Board of County Commissioners or its designee.

6. NBACOC shall make no improvements, nor structural alterations, nor modifications upon the premises, without securing the prior written consent of the County, and without complying with all local building, health, plumbing, and electrical codes.

7. All plans for additions, new construction, and remodeling must be approved by the County.

8. NBACOC shall comply with all applicable state and federal laws and regulations.

9. ~~County will have sole responsibility to schedule pavilion rentals and to authorize use of the park for community events. When community events are scheduled, community groups will be requested to dispose of waste and debris in dumpster located on park property.~~

10. ~~No tobacco products, beer or other alcoholic beverage may be sold or consumed at the Park. Alcoholic beverages shall be allowed in Navarre Park by state-recognized nonprofit organizations. Proper licensing and insurance shall be required.~~

11. The services performed by NBACOC, or its employees under this Agreement, shall not be construed to constitute an employer-employee relationship with the County. NBACOC and its employees, if any, shall be deemed independent contractors of the County. The County shall not be required to make any contributions on behalf of NBACOC, or any of its employees, to any retirement plan, or insurance plan or to make any withholdings for federal income tax and F.I.C.A.

12. The County shall provide structural maintenance repairs to all portions of the Park ~~with the exception of materials required of NBACOC as defined in this agreement not to exceed \$5,000 annually.~~

13. NBACOC will provide cleaning for the interior of the VIC including the restrooms. County will provide toiletries as requested from the NBACOC.

14. NBACOC will provide cleaning services for the pavilions by removing the debris and emptying the trash into the dumpster. Reasonable clean-ups before and after scheduled events is part of this agreement.

15. NBACOC will keep the Park free of debris and waste.

16. NBACOC shall be responsible for ground maintenance on the entire park property to include hedging, weeding, mowing and maintenance of the shrubbery, bushes, grass and other vegetation at the Park excluding palm tree maintenance. The Park shall be maintained in a neat and orderly manner at all times.

17. NBACOC is responsible for all brick path duties and hand file duties, including but not limited to install additional bricks, replace broken or sunken bricks, sweep, repair benches, install additional hand files, and clean playground equipment and area. Deliver and pick up bricks from brick contractor.

18. NBACOC is responsible for animal removal from park.

19. NBACOC will make sure sprinklers and the fountains in the pond are run on a regular basis and in good repair.

20. NBACOC will be responsible for pond maintenance which includes fence repair.

21. NBACOC will be responsible for splash pad and splash pad shower maintenance, including but not limited to daily removal of debris, cleaning of filters, water testing, chemical maintenance, nightly shutting down and cleaning of filters, maintain state/county required documentation on ph levels and all other requirements. NBACOC will also be responsible for the purchase of chemicals, filters, and other necessary supplies for splash pad.

22. NBACOC will inspect the entire grounds on a daily basis and report to the County any items in need of repair.

23. NBACOC will be responsible for changing the flags as needed.

24. All equipment, or other personal property placed or maintained on the premises by NBACOC shall be at its sole risk and shall remain its property and may be removed therefrom at any time prior to the termination of this Agreement. Any property of NBACOC not removed from the premises after termination of the Agreement shall become the property of the County without further consideration. Furthermore, any permanent structures and/or fixtures constructed shall become the property of the County upon the termination of this Agreement. NBACOC shall surrender the premises in good repair and condition, reasonable wear and tear resulting from use excepted. In the event of removal of NBACOC's equipment, or other personal property from the premises results in damage thereto, NBACOC shall pay the full cost of any repairs necessitated thereby. NBACOC shall provide general liability insurance in the amount specified by the County Administrator and shall provide other insurance as deemed necessary by the COUNTY.

25. NBACOC shall keep the premises free from any liens arising out of any work performed or materials furnished or obligation incurred by NBACOC.

26. Failure of NBACOC to maintain said premises in a neat, clean, and presentable manner shall be grounds for termination of this Agreement.

27. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements between the parties not contained herein shall be of any force and effect. Any amendments, modifications, additions, or alterations of this instrument shall be in writing executed with the same formalities as this instrument.

28. This Agreement shall be subject to the right of the County to terminate same, particularly whenever the demised premises shall not be used, utilized or managed by the NBACOC in accordance with the provisions of the Agreement, or if NBACOC ceases operation, dissolves its corporation, or otherwise no longer provides required services to be performed under the terms of this Agreement. Either party may terminate this Agreement, at any time by giving written notice to the other specifying the date of termination, such notice to be given no less than sixty (60) days prior to the termination date specified.

Any notice mailed or delivered by NBACOC shall be to the County Administrator in Santa Rosa County, Florida.

29. County reserves the right to enact reasonable ordinances, rules or regulations, which may be applicable to the premises or to NBACOC's activities thereon. County reserves the right to establish Park hours.

IN WITNESS WHEREOF, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and NBACOC has caused these presents to be executed by its President and attested by its Secretary, on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Clerk of Court

By: \_\_\_\_\_  
Chairman

NBACOC

WITNESS

\_\_\_\_\_  
President

**DRAFT**

## Hunter Walker

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**From:** Tammy Simmons  
**Sent:** Wednesday, October 05, 2011 12:07 PM  
**To:** Hunter Walker  
**Subject:** Navarre Park

**Attachments:** ProposedNAVARRE-CHMBR.doc

Attached is the new draft of the lease utilizing the Cypress Tree Lease. The highlighted areas are different from Cypress Tree and only related to Navarre Park. I utilized Tim Dean's contract as the defining line between the County duties and NBACOC duties, listing NBACOC's duties exact as to Tim's contract with the exception of removing "NBACOC is responsible for storage and keeping in good condition all park equipment, including but not limited to playground equipment, path and handrails" as I feel these repairs need to be made in a more timely matter as they could be liability issues.

My intent is that NBACOC take over the entire landscape/grounds maintenance, total responsibility of the restrooms in the VIC, clearing debris from the park 7 days a week including pavilion cleaning after events, minor maintenance as defined in the agreement with NBACOC not expending more than \$5,000 per year on materials, NBACOC will report all damage and items in need to repair on a daily basis or as needed; and NBACOC replace the flags as necessary. These changes will allow for our passive crew to be relieved from this park and only require Doyle to look after the park for contract management type issues and for Public Works or Building Department to make necessary repairs as required.

In exchange for the increased duties I suggest we take over the water bill and any material cost for repairs that exceeds \$5,000 annually.

Breakdown of what I expect their expenses will be based on reports submitted to me by Bill Arnett:

Income	County Agreement			\$50,000
Expenses	Maintenance			\$5,000
Utilities	Gulf Power			\$ 400
Tim Dean	Maintenance Contract			26,280
VIC Restrooms	Cleaning			\$ 8,360
Landscape	Contract			\$ 5,252
Income remaining				\$ 4,708

## Hunter Walker

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**From:** Commissioner Jim Melvin  
**Sent:** Friday, October 21, 2011 10:33 AM  
**To:** Hunter Walker  
**Subject:** FW: Water qualityadvisory-Navarre.doc

Commissioner Jim Melvin  
6495 Caroline street  
Milton fl. 32570

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

**From:** Arnold, Robert J Mr CIV USAF AFMC 46 TW/CZ [mailto:Robert.Arnold@eglin.af.mil]  
**Sent:** Tuesday, August 02, 2011 11:46 AM  
**To:** Commissioner Jim Melvin  
**Subject:** RE: Water qualityadvisory-Navarre.doc

I met with the vice commanders of the TW (Col Contratto) and the ABW (Col Douglas) two weeks ago and brought them up to speed on our discussion re Navarre Pass.

I'll not speak for them, but my understanding is that one of the two will contact you, and ask for a formal request from the County Commission.

Bob

ROBERT J. ARNOLD, SL  
46th Test Wing, Technical Advisor  
850-882-5295 (DSN 872)

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

**From:** Commissioner Jim Melvin [mailto:CommMelvin@santarosa.fl.gov]  
**Sent:** Monday, August 01, 2011 7:58 AM  
**To:** Arnold, Robert J Mr CIV USAF AFMC 46 TW/CZ  
**Subject:** FW: Water qualityadvisory-Navarre.doc

Bob, thought I would share this water quality advisory with you. It is at the bottom of this stream. We pretty much have this every time we have a good rain. Do you have a rough time line for the application process you can share with me? Thanks for your help on this critical issue. If I can be of any assistance, please give me a call.

Jim Melvin  
Santa Rosa County Commissioner, District 4

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**From:** Deborah\_Stilphen@doh.state.fl.us  
[mailto:Deborah\_Stilphen@doh.state.fl.us]  
**Sent:** Friday, July 29, 2011 9:43 AM  
**To:** kwilkes27@gmail.com  
**Cc:** Commissioner Lynchard; Commissioner Jim Melvin; Hunter Walker; kwilkes27@gmail.com; Joy Tsubooka  
**Subject:** RE: Water qualityadvisory-Navarre.doc

Good morning, Ms. Wilkes:

## Hunter Walker

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**From:** Commissioner Jim Melvin  
**Sent:** Friday, October 21, 2011 10:32 AM  
**To:** Hunter Walker  
**Subject:** FW: Navarre Pass

Commissioner Jim Melvin  
6495 Caroline street  
Milton fl. 32570

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**From:** Contratto, Michael R Col USAF AFMC 46 TW/CV [mailto:Michael.Contratto@eglin.af.mil]  
**Sent:** Wednesday, August 03, 2011 4:47 PM  
**To:** Commissioner Jim Melvin  
**Cc:** Arnold, Robert J Mr CIV USAF AFMC 46 TW/CZ; Douglas, Antonio T Col USAF AFMC 96 ABW/CV; Curran, Sally J CIV USAF AFMC 46 TW/XP  
**Subject:** Navarre Pass

Commissioner Melvin

Sorry it's taken so long for me to reply to your initial meeting with Mr. Arnold inquiring about Navarre Pass. The Eglin Range Development Executive Steering Committee (RDSEC), chaired by the 46<sup>th</sup> Test Wing Commander, would be the appropriate forum to adjudicate the potential mission impact of any Navarre Pass proposals that stemmed from the local community.

Realizing this is a subject of passion for many residents of the local community, I would not want Eglin AFB leadership to speculate on outcomes without a clear understanding of the full proposal and passing a level of community approval before reaching the RDSEC. For the RDSEC to evaluate such a proposal, I would envision that a formal government entity of the local community such as the Santa Rosa County Commission would present/staff a detailed proposal package to the 96th Air Base Wing Commander's Office requesting the RDSEC formally consider the proposal's potential mission impact. As the Installation Commander, the Air Base Wing Commander would act as the gatekeeper of the request since he also needs to maintain cognizance of all community inquires to Eglin.

Mr. Arnold or I can provide further assistance, if desired, to facilitate getting a proposal to Colonel Douglas, the Air Base Wing Vice Commander.

V/R

Colonel Contratto

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MICHAEL R. CONTRATTO, Col, USAF  
Vice Commander, 46th Test Wing  
850-882-4646, DSN 872-4646

This email contains FOR OFFICIAL USE ONLY (FOUO) information, which must be protected under the Privacy Act and AFI 33-332. Do not release outside of DoD channels without the consent of the originator's office. If you received this message in error, please notify the sender by reply e-mail and

10/21/2011



August 24, 2011

Honorable Jim Melvin  
Santa Rosa County Commissioner  
6495 Caroline Avenue, Suite D  
Milton, FL 32570

Dear Commissioner Melvin:

Pursuant to your request, the Navarre Beach Area Chamber of Commerce Board of Directors at its meeting today discussed the Navarre Pass. The Chamber historically has publicly supported re-opening the Navarre Pass. The Chamber's Board of Directors today confirmed its previous support for the project.

If you should have any questions, please contact the Chamber office by calling 939-3267.

Sincerely,

A handwritten signature in black ink that reads "Tom Vatter". The signature is fluid and cursive, with the first name being more prominent.

Tom Vatter  
Chairman of the Board

cc: Chuck Pohlmann, Chair, Navarre-Pohlmann Pass Committee

8543 Navarre Parkway, Navarre, FL 32566  
Phone: (850) 939-3267 / Fax: (850) 939-0085 / [www.navarrechamber.com](http://www.navarrechamber.com)

**Hunter Walker**

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**From:** Commissioner Jim Melvin  
**Sent:** Friday, October 21, 2011 10:32 AM  
**To:** Hunter Walker  
**Subject:** FW: Water qualityadvisory-Navarre.doc

Commissioner Jim Melvin  
6495 Caroline street  
Milton fl. 32570

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**From:** Deborah\_Stilphen@doh.state.fl.us [mailto:Deborah\_Stilphen@doh.state.fl.us]  
**Sent:** Saturday, July 30, 2011 11:33 AM  
**To:** kwilkes27@gmail.com; Joy Tsubooka; Commissioner Jim Melvin; jimmelin32583@yahoo.com  
**Cc:** Health Dept - Sandra Park; Health Dept - Bill Sirmans  
**Subject:** RE: Water qualityadvisory-Navarre.doc

Dear Commissioner Melvin:

The Santa Rosa County Health Department randomly samples the water quality in the Navarre Park area. After very heavy rains, such as we've experienced in the past week, we sometimes see a slight rise in bacteria levels. This is not unexpected. It's important to remember that sampling gives us a "snapshot" of the quality of the water in the park and is not indicative of the overall quality of the water, which is generally pristine. Signs posted in the area notify visitors of any change in water quality. Our Environmental Health Director spoke with Ms. Wilkes Friday and again today, and understands her concerns. He will post additional signs in the area to make the advisory more visible. We will not put up tape around the area because we do not want to give visitors the impression the area is closed, especially on a busy weekend. The signs are an advisory only, not a warning, and people can continue to go into the water if they choose to. Samples will be taken at the park again on Monday. The signs will be removed as soon as the bacteria levels have returned to normal.

Respectfully,

Deborah Stilphen  
Operations Analyst  
Santa Rosa County Health Department  
P. O. Box 929  
Milton, Florida 32572-0929  
(850) 983-5200, ext. 175

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**From:** Kate Wilkes [mailto:kwilkes27@gmail.com]  
**Sent:** Saturday, July 30, 2011 6:18 AM  
**To:** Stilphen, Deborah P; Joy Tsubooka; Commissioner Jim Melvin; Commissioner Melvin  
**Subject:** Re: Water qualityadvisory-Navarre.doc

People are not seeing the signs in the parking area. I still feel that there should be signs and/or warning tape near the beach area if the water is not safe. This needs to happen today not

10/21/2011

## Hunter Walker

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**From:** Commissioner Jim Melvin  
**Sent:** Friday, October 21, 2011 10:31 AM  
**To:** Hunter Walker  
**Subject:** FW: Navarre Pass

Commissioner Jim Melvin  
6495 Caroline street  
Milton fl. 32570

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**From:** NABOR: Angela Campbell [mailto:nbbor@bellsouth.net]  
**Sent:** Wednesday, August 03, 2011 3:58 PM  
**To:** Commissioner Jim Melvin  
**Subject:** Navarre Pass

Commissioner,

Pursuant to our conversation on Monday... I have gone back thru our records and the last time that the Navarre Pass was considered (March 2007), the Board voted in favor of supporting it. That, therefore is our current official position on the matter.

Regarding the Town Center: The Board's position is: Cognizant of our responsibility to protect private property rights, the Board has "no current position" on the Navarre Town Center Plan.

And from me personally.... I understand that the Pier Bar is on the BOCC's agenda for discussion next week: My husband and I are never at the Pier Bar later than 8:00 p.m. (and usually on Fridays only), but we really enjoy the atmosphere, location and hospitality afforded to us as locals. Surely if there are concerns regarding "excessive" late night noise, a compromise could be sought whereby property owners and patrons alike can enjoy the surroundings? It would be a shame if we lost this popular attraction for the sake of instigating a few new rules.

Thank you....

Angela Campbell  
NAVARRE AREA BOARD OF REALTORS®  
1917 Navarre School Road  
Navarre, Fl. 32566  
Tel: 850-939-3870  
Fax: 850-936-9718  
**Membership:** [www.naborhome.com](http://www.naborhome.com)  
**Public:** [www.mynavarrebeach.com](http://www.mynavarrebeach.com)  
**Facebook:** [Navarre Area Board of Realtors](#)

**NABOR VALUE:** Personalized, "everybody knows your name" service



**Santa Rosa County**  
**Library System**

4

Proposed Library Borrowing Policies regarding Temporary Residents (Snowbirds) and  
Escambia County Students who attend  
Gulf Breeze Middle School or Gulf Breeze High School

1. Applicants who are not permanent residents but who reside in Santa Rosa County for at least 3 consecutive months out of the year may receive a Santa Rosa County Library Card at no charge provided the applicant complies with the following:

\*The applicants must provide photo ID, proof of temporary residency and term of stay in Santa Rosa County. (Ex. Rental Agreement)

\*The applicants must provide permanent address verification.

\*The patron will be allowed to check out five items at a time for a three week checkout period.

\*The library card will remain active for 6 months, at which time, it may be reactivated (up to one year) if the account is clear and proof of continued SRC residency is provided.

\*If the patron returns to SRC annually, he or she may reactivate the library card upon his/her return each year as long as the account is clear.

2. Students who live on Pensacola Beach but attend Gulf Breeze Middle School or Gulf Breeze High School may receive a Santa Rosa County Library Card at no charge provided the applicant complies with the following:

\*The applicant must provide proof of *current* enrollment at either Gulf Breeze Middle School or Gulf Breeze High School. A current school ID is sufficient.

\*The library card must be updated annually at the beginning of the new school term.

RECEIVED OCT 14 2011

# Tri-County Community Council, Inc.

302 North Oklahoma Street; P.O. Box 1210  
Bonifay, FL 32425

Phone (850) 547-3689 • Fax (850) 547-2063 • TDD (850) 547-9505

E-MAIL [t.communitycouncil@mchsi.com](mailto:t.communitycouncil@mchsi.com)

**CHAIRMAN**  
Kenneth Pridgen

**TREASURER**  
Vivian Clark

**SECRETARY**  
Susan Harris

**VICE-CHAIR**  
Hunter Walker

**MEMBER-AT-LARGE**  
Edward Crutchfield

**EXECUTIVE DIRECTOR**  
Joel Paul, Jr.



*"Helping People*

*Help Themselves"*

October 13, 2011

7

Chair, Board of County Commissioners  
Santa Rosa County  
6495 Caroline Street  
Milton, FL 32570

RE: Appointment of County Commissioner to Represent Santa Rosa County on  
Tri-County Community Council, Inc., Board of Directors 2012

Dear Chair:

Tri-County Community Council, Inc., is a Community Action Agency providing services for Bay, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington Counties. We are required to have a tripartite Board of Directors with representation of government, business, and low income participants. However, due to the busy schedule of commissioners, our By-Laws have a provision that would allow the appointment of a designee to represent the commission.

Please consider this an invitation from the board of directors to appoint someone from your Board, or a designee, who will be able to attend the meetings, to represent Santa Rosa County on our Board of Directors for 2012. **We are required by the Florida Department of Community Affairs to receive all appointments in writing annually.**

Thank you for your support.

Sincerely,

Janice Richards  
Board of Directors Liaison

/jr

# INTERVIEWS

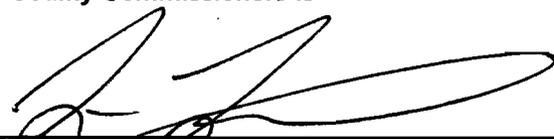
8

## Engineering Services for Updated Master Plan - Peter Prince Field

Thursday, October 13, 2011

	Williamson	Cole	Salter	Melvin	Lynchard	TOTAL
Atkins North America, Inc.	2	2	2	3	2	11
Baskerville-Donovan, Inc.	4	3	3	4	3	17
Volkert, Inc.	3	4	4	2	4	17
Hatch Mott MacDonald	1	1	1	1	1	5

The firm with the lowest ranking and therefore, the one selected by the Board of County Commissioners is

  
Lane Lynchard, Chairman

## Hunter Walker

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9

**From:** Val Jarvis  
**Sent:** Tuesday, October 18, 2011 12:04 PM  
**To:** Hunter Walker  
**Cc:** Joel Haniford; Aleta Floyd; Sheryl Bracewell  
**Subject:** gps unit upgrade  
**Attachments:** PBowman\_6000GeoXH.PDF

Attached is a quote for a new gps unit. The quote includes a \$1000.00 trade in credit for one of our existing units that is currently 5 years old. We would like to get this on the agenda for the October 24<sup>th</sup> Committee meeting. Since we are trading in a unit we need board approval to have it removed from our inventory.

This has been budgeted for in the E911 funds.

Thanks,  
Val Jarvis  
IS/GIS Supervisor  
Santa Rosa County BOCC Computer Dept.  
(850) 983-1844 phone  
(850) 983-1861 fax  
Visit our website at: <http://www.santarosa.fl.gov/>

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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.

**ELECTRONIC****DATA SOLUTIONS**

P. O. Box 31 Jerome, Idaho 83338 (208) 324-8006  
 Fax (208) 324-8015 elecdata@elecdata.com

**PRICE QUOTATION**

Quote No. JRMQ19916

Date 10/13/11

Quotation By: Alison Walker

## Quotation For:

Santa Rosa County BOCC GIS  
 Pat Bowman  
 6495 Caroline Street  
 Suite L  
 Milton, FL 32570  
 USA

Phone (850)981-2016  
 Fax  
 Email patb@santarosa.fl.gov

## Special Notes

Hi Aleta,

Note that the price Ryan had given you on the TruPulse had a discount for 2 or more. Since we changed that to 1, I had to change that back to the regular pricing. Let me know if you have any questions or concerns on that.

**Shipping, handling and applicable sales tax will be added to invoice. Please see the Returns/Repairs section on the last page.**

Qty	Part No.	Description	Unit Price	Extended Price
1	89000-01	Trimble GeoXH Standard w/Floodlight - 6000 Series Includes: Trimble GeoXH Standard Edition Field PC Windows Mobile 6.5 Professional Edition 256MB RAM and 2GB Flash Memory OMAP 3503 Series Processor Integrated L1 GNSS Receiver/Antenna 220 Channel Trimble Maxwell GPS Chipset 50cm VRS or Post-Processed Accuracy Trimble EVEREST Multi-Path Rejection Technology Trimble FLOODLIGHT Technology Sunlight Readable 4.2" Polarized Touchscreen Integrated WiFi and Bluetooth Wireless Technology Integrated 5MP Digital Camera with Autofocus Rugged and Durable Water-Resistant Design (IP65) Rechargeable Removeable Li-Ion Battery Internal Microphone and Speaker Mini-USB Connector External Power Connector SIM Socket for Cellular Data Service SDHC Memory Card Socket (up to 32GB card) 12 Month Limited Hardware Warranty Nylon Carrying Pouch with Zipper and Belt Loop Elastic Hand Strap USB Data/Communication Cable AC Power Adapter / System Charger Touchscreen Protector Kit Spare Touchscreen Stylus and Tether Release Notes and Product Documentation	\$7,500.00	\$7,500.00

Qty	Part No.	Description	Unit Price	Extended Price
1	55910-40	MGIS \$1000US Trade-in credit 2005 GeoXT: 4612455214	-\$1,000.00	-\$1,000.00
			SubTotal	\$6,500.00
			Sales Tax	\$0.00
			Shipping	\$0.00
			<b>Total</b>	<b>\$6,500.00</b>

**Terms and Conditions**

*Prices are good for 30 days.*

*Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.*

*Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express.*

*Returns/Repairs - No returns may be made without first obtaining a Return to Stock Number (RSN). A standard restocking fee of 25% will be charged. To return an item for repair, you must first obtain a Return Materials Authorization Number (RMA).*

*Please address your purchase order to:*

*Electronic Data Solutions®*

*P. O. Box 31*

*Jerome, Idaho 83338*

*FAX (208) 324-8015*

*Federal Tax ID # 82-0425429*

*DUNS # 36-166-0855*

**Hunter Walker**

**From:** Sheryl Bracewell  
**Sent:** Monday, October 17, 2011 4:40 PM  
**To:** Angie Jones; Merry Beth Andrews; Sheila Taylor  
**Cc:** Hunter Walker; Tony Gomillion  
**Subject:** FW: PJC Milton -- Verizon Wireless 4-G LTE Antenna Upgrade -- Santa Rosa Co.  
**Attachments:** PJC Milton lease draft.docx

10

Mr. Chopra is requesting the attached amendment to the existing Wireless lease on the tower at the Emergency Management Office. I have asked him to provide information on where on the tower the additional three antennas will be located. They are replacing the existing 6 with 6 new ones for 4G. We will have our radio maintenance review for interference. He also advised that Verizon will conduct a structural analysis and pull the appropriate permits prior to commencing any upgrades. Angie, can you review the draft attached? Thanx,

**Sheryl Bracewell**, FPEM  
 Emergency Management Director  
 850-983-5360  
[sherylb@santarosa.fl.gov](mailto:sherylb@santarosa.fl.gov)

How is our departments customer service?  
<http://www.santarosa.fl.gov/customerservice/survey.html>

**From:** Bob Chopra [mailto:[bob.chopra@vcigroupinc.com](mailto:bob.chopra@vcigroupinc.com)]  
**Sent:** Monday, October 17, 2011 3:21 PM  
**To:** Sheryl Bracewell  
**Subject:** PJC Milton -- Verizon Wireless 4-G LTE Antenna Upgrade -- Santa Rosa Co.

Hi Sheryl,  
 Per our conversation, attached is Verizon's proposed lease amendment for their 4<sup>th</sup> Generation antenna upgrade at the County Tower site located at 4499 Pine Forest Road, Milton, Florida. Please review the amendment and let me know if you have any questions. As I mentioned on the phone, we will also be permitting this installation with Santa Rosa County once we complete our drawings and structural analysis.

I will await your reply.

Regards,  
 BC.

**Bob Chopra**  
**Project Director**  
 VCI Group, Inc.  
 1101 N. Lake Destiny Rd., Ste. 130  
 Maitland, FL 32751

Mobile: (267) 973-4228  
 Office: (407) 644-0097 ext 108  
 Fax: (407) 644-0090  
 Email: [bob.chopra@vcigroupinc.com](mailto:bob.chopra@vcigroupinc.com)

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.

10/18/2011

## **SECOND AMENDMENT TO ANTENNA SPACE LEASE AGREEMENT**

This Second Amendment to Antenna Space Lease Agreement (this "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, also known as the Board of County Commissioners of Santa Rosa County, a political subdivision of the State of Florida, with its principal offices located at 6495 Caroline Street, Milton, Florida 32570, hereinafter "Lessor", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS** with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee".

**WHEREAS**, Lessor and Lessee entered into an Antenna Space Lease Agreement on May 2, 2002, as amended by that certain First Amendment to Antenna Space Lease Agreement dated September 4, 2009 (the "Agreement"), whereby Lessee leased from Lessor certain space at 4499 Pine Forest Road, Milton, Florida, as more fully described in the Agreement;

**WHEREAS**, Lessor and Lessee desire to amend the Agreement in order to document Lessee's changes to its equipment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Exhibit A to the Agreement is hereby amended to provide that Lessee is authorized to install and maintain "six (6) Antel WPA 80063/6CF antennas, three (3) Andrew LNX-6515DS-VTM\_04DT\_0750 antennas and twelve (12) corresponding cables".
2. Lessor and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
4. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any

provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

Lessor:

**SANTA ROSA COUNTY**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

Lessee:

**VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: Hans F. Leutenegger  
Title: Area Vice President Network  
Date: \_\_\_\_\_

# 2011 LEGISLATIVE ISSUES

11

## Santa Rosa County, Florida Board of County Commissioners

6495 Caroline St.  
Milton, FL 32570  
Phone: (850) 983-1877  
Fax: (850) 983-1856  
[www.santarosa.fl.gov](http://www.santarosa.fl.gov)

**Lane Lynchard**  
Chairman  
District 5

**Jim Williamson**  
Vice Chairman  
District 1

**Robert A. (Bob) Cole**  
District 2

**Don Salter**  
District 3

**Jim Melvin**  
District 4

## **1. Revisions to House Bill 13: Onsite Sewage Systems Inspection Requirements**

**House Bill 13** was passed to enact proper management of onsite sewage treatment systems, including septic tanks and drain fields, by enacting a program which identifies fundamental operational conditions and enforcement procedures for failure of a system. Owners were required to pay for all 5 year evaluations and repairs. Per House Bill 13, effective January 1, 2016, the land application of septage from onsite sewage treatment and disposal systems will be prohibited.

The Santa Rosa County Commission is opposed to this bill, as it will impose excessive and unnecessary costs to Santa Rosa County residents with fully functional septic systems, particularly those on fixed incomes. Unlike many other counties, in 2000 Santa Rosa County passed local Ordinance 2000-22, which requires inspection by the Florida Department of Health of on-site septic systems whenever a property is sold or conveyed. In addition to this inspection requirement, the ordinance limits the placement of septic systems in certain wetland areas and within certain proximity to bodies of water. The ordinance was adopted by Santa Rosa County after extensive public debate and input from state and federal resources on local soil classifications and the effectiveness of septic systems within those classifications. House Bill 13 does not take into account soil type or geological differences, despite marked differences between the soil and geological conditions existing throughout our state.

Since the inception of Santa Rosa County's ordinance, 9,648 home sale inspections have occurred. Of this number, only those installed prior to 1984 required pumping and only 10% of these required maintenance. Given the fact that Santa Rosa County has had a functioning septic tank ordinance for 10 years and only a small number of those failed or required repair, the Santa Rosa Board of County Commissioners request the following changes to HB 13:

- Strike the mandatory 5 year inspection cycle as it is excessive, as shown by the low number of homes failing Santa Rosa County's required inspections. Septic systems and drain fields should be inspected upon failure or sale of the property.
- Any legislative action regarding septic tank regulations should not take a "one size fits all" approach, but be written to take in account the specific geology and geography of each county.
- Existing septic systems and drain fields inspections and repairs should be required to meet the standard under which they were originally permitted, not new standards. Such requirements would be extremely costly for the home owner, with only moderate improvements to environmental safety.

## **2. Regional United Recovery Plan for Northwest Florida**

Seven coastal counties in the Northwest Florida Panhandle region including Santa Rosa, Escambia, Okaloosa, Walton, Bay, Gulf and Franklin Counties, have joined together to create a regional recovery plan. The seven counties represent the Florida counties most impacted, both environmentally and economically, by the Deepwater Horizon oil spill.

The Board requests that the Legislature, support the development of the unified recovery response effort set forth in the **United Recover Plan**. This includes the establishment of a 501-C3 to serve as the fiduciary agent for all fine dollars, state funds, federal funds, grants, and other future funding opportunities generated as a result of the Deepwater Horizon incident for the purposed of economic recovery, environmental restoration and tourism.

## **3. Amend Florida Statues 328.72(15)**

As a result of **HB7175** passed during the 2006 legislative session, the wording “other boating-related activities” was deleted from 328.72(15). As a result of this change, counties can no longer utilize vessel registration funds for artificial reef development, or as match to secure limited federal artificial reef construction dollars from the Florida Wildlife Conservation Commission artificial reef program. Prior to HB7175, Santa Rosa County and other Florida counties had a reliable source of funding for artificial reef projects- especially materials of opportunity. Because HB7175 eliminated that local funding option, there is now higher competition for the Florida Fish and Wildlife Conservation Commission artificial reef grants.

As artificial reefs represent legitimate and important components of Florida's tourism economy and coastal counties depend on sufficient marine infrastructure to meet citizen and tourist demands, the Board requests that **Chapter 328.72(15)** be amended to include the development of artificial reefs.

## **4. Direct Request Initiatives**

In recognition of the anticipated shortfalls in revenue available to the State of Florida for the short-term and potentially the medium-term, the Santa Rosa County Board of Commissioners has no requests for State appropriations for specific project or initiatives during upcoming legislative session. Given the inevitable reductions, the Board requests that revenue and programmatic reductions impacting counties be proportional to all reductions.

Additionally, the Board requests that care be given by the Legislature when dealing with revenue shortfall to resist transferring/shifting functions and responsibilities to county government in the form of unfunded mandates or masked mandates.

## 5. General Support Initiatives

- Continued funding of the **Florida Defense Infrastructure Grants** supporting the County's procurement of property proximate to NAS Whiting Field to reduce encroachment of development and incompatible uses which impair the mission and continued viability of Whiting and its outlying fields.
- Continued funding of **Florida Forever** program which purchases environmentally sensitive lands and places into conservation uses in perpetuity. Santa Rosa County has participated in partnership with State and Federal governments to purchase environmentally sensitive property adjacent to Clear Creek with the dual purpose of protecting this environmentally sensitive watershed and also buffer NAS Whiting Field from developmental encroachment.
- Support the inclusion of funding of roadway access by Northwest Florida Water Management District (NFWMD) in its program of purchasing environmentally sensitive property for public use. In prior years, the NFWMD has purchased environmentally sensitive property, but has not purchased the roadway access simultaneously. In several such purchases in Santa Rosa County, public access for boat ramps was purchased, but access to the property was excluded. The County purchased the property for access after-the-fact, which was extremely time consuming and expensive. Urge NFWMD to make provisions for right-of-way or access to property purchases for public use and access.
- Continued funding of **State-Aid to libraries** program which is long-standing partnership between State of Florida and local governments to provide quality library services for our mutual residents/constituents. This becomes even more important during economic downturns as libraries provide books and other material free and also serve as conduit to employment and benefit databases necessary for those seeking employment and related services.



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

12

## MEMORANDUM

TO: Board of County Commissioners

FROM: Angie Jones 

CC: Hunter Walker, Roger Blaylock

DATE: October 20, 2011

RE: Financial assurance mechanisms for solid waste facilities

The board has previously discussed financial assurance for closure of privately-owned C&D and LCD pits within the county. As you know, several mechanisms will satisfy FDEP's requirements, including insurance policies, letters of credit, bonds, escrow accounts and trust funds. I believe the board may be interested in limiting the mechanisms used in pits within the county.

Therefore, you may wish to consider an amendment to the solid waste ordinance (copy attached) requiring that only certain mechanisms are acceptable within SRC. So that permittees are not required to duplicate the mechanism with the county and DEP, DEP is agreeable to entering into an interlocal agreement whereby a county-approved mechanism may stand in place for both entities.

If the board has interest in amending the ordinance, I recommend scheduling a public hearing.

**ORDINANCE NO. 2007 - 16**

**AN ORDINANCE RELATING TO RESIDENTIAL SOLID WASTE COLLECTION; ESTABLISHING STANDARDS FOR RESIDENTIAL SOLID WASTE COLLECTION; PROVIDING FOR THE ISSUANCE OF RESIDENTIAL SOLID WASTE PERMITS; PROVIDING FOR THE PROPER DISPOSAL OF SOLID WASTE; PROVIDING FOR DISPOSAL OF CONSTRUCTION AND DEMOLITION AND LAND CLEARING DEBRIS; PROVIDING FOR THE REVOCATION OR SUSPENSION OF PERMITS; REPEALING AND REPLACING SANTA ROSA COUNTY ORDINANCES 91-14, 91-26, 96-27, 97-29, 2000-10, 2001-04, & 2003-31; PROVIDING FOR PENALTY FOR VIOLATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, it is necessary for the protection of the health and welfare of the public for Santa Rosa County to implement regulations relating to the collection and disposal of solid waste, and

WHEREAS, this ordinance shall be referred to as the "Santa Rosa County Solid Waste Collection and Disposal Ordinance".

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

**SECTION 1. DEFINITIONS.**

The following words, phrases, or terms as used in this ordinance shall have the following meanings:

- a) Clean debris - as defined by F.S. 403.703(35).
- b) Construction and demolition debris - as defined by F.S. 403.703(17).
- c) Construction and Demolition Debris Solid Waste Disposal Facility - any facility utilized for the disposal of construction and demolition debris.
- d) Director - Director of Santa Rosa County Landfill and Mosquito Control Division.
- e) Land Clearing Debris - as defined by Florida Administrative Code.
- f) Land Clearing Debris Solid Waste Disposal Facility - any facility utilized for the disposal of land clearing debris.
- g) Residential Solid Waste Collection - collection of solid waste generated upon a parcel of property occupied by one or more residential units. Collection of solid waste generated from a person's own residence shall be exempt from the permit requirements of this Ordinance.

h) Solid waste, hazardous waste, biohazardous waste - as defined by Chapter 403, F.S.

i) Solid Waste Disposal Facility - any solid waste management facility which is the final resting place for solid waste.

**SECTION 2. FLOW CONTROL.**

To the extent allowed by Federal law, all solid waste generated in Santa Rosa County except for hazardous waste, construction and demolition debris, land clearing debris, or biohazardous waste shall be disposed in a Santa Rosa County managed disposal facility. Upon the request of Santa Rosa County, all collectors of solid waste, including commercial solid waste collectors, shall provide Santa Rosa County information regarding the quantity of solid waste collected in Santa Rosa County. Said information shall be submitted in a form provided by Santa Rosa County and shall be filed annually. Failure to submit the form as specified herein or submission of false information in the form shall constitute a violation of this ordinance.

**SECTION 3. RESIDENTIAL SOLID WASTE COLLECTION.**

No person shall engage in the business of Residential Solid Waste Collection unless said person possesses a valid permit for such activity issued by the Board of County Commissioners of Santa Rosa County

**SECTION 4. RESIDENTIAL SOLID WASTE COLLECTION PERMITS.**

Permits required under Section 3 shall be issued in the following manner:

1. **Applications:** Any person desiring to obtain a permit shall file application for a permit with the Director on application forms provided by the Director and shall accompany such application with:

- a) Name and address of the applicant, showing its legal identity (individual, partnership, corporation, etc.).
- b) The business address of the applicant.
- c) An inventory of all equipment to be used in such collection, transportation, or disposal.
- d) Issuance of County permits shall not relieve applicants from obtaining any required state or federal permits.
- e) Proof of all required workers' compensation insurance and insurance as follows:

- 1) Commercial general liability insurance covering claims by any persons on

account of injury to or death of a person occasioned by the solid waste collection operation, with minimum limits of \$50,000 per occurrence.

- 2) Business auto liability insurance with limits of \$100,000.00 combined single limits per occurrence for bodily injury and personal injury.
- 3) Worker's Compensation insurance coverage as is required by the laws of the State of Florida.
- 4) The collectors shall provide the County with annual proof of insurance, failure to provide such evidence shall be grounds for revocation of the permit.
- 5) The collector shall notify the county of changes, renewals, and/or cancellation by certified written notice at least thirty (30) days prior to any change, renewal and/or cancellation.
  - f) Statement of desired duration of permit, if less than one (1) year.
  - g) Application fee established by resolution of the Board.
  - h) The geographic area to be served.
  - i) The approximate number of customers.
  - j) All other information reasonably required by the Director to fulfill the intent of this ordinance.

2. **Inspections:** Upon receipt of a completed application the Director shall inspect all facilities and equipment to be used in the applicant's activity.

3. **Issuance:** Upon determining that the activity, service or facility for which the permit is sought will comply with the terms of this ordinance and with all County regulations and ordinances, the Director shall grant a permit allowing the pursuit of such activity upon such terms and conditions as the Director may deem to be in the public interest.

4. **Modifications:** If the Director determines that a permit should not be issued based upon the above criteria, but if in the Director's opinion, modification can be made which will bring the application within the intent and purposes of this ordinance, he shall notify the applicant or applicants in writing, setting forth the correction to be made and the time in which such correction shall be completed.

5. **Denial:** If the applicant fails to make the corrections pursuant to the notice mentioned above within the time limit specified therein, or, if the Director previously determined that a

permit should not be issued based on the above criteria, the application shall be denied and the applicant notified, in writing, stating therein the reasons for denial. Nothing in this section shall prevent any applicant from reapplying after the rejection of his application, provided the requirements of this ordinance are met. Appeals of such denials may be made in the manner provided for appeals or revocation of permits in paragraph 10. following.

6. **Duration:** When issued, such permit shall be effective for the period of time necessary to accomplish the desired service, activity, or facility operation, up to a period of one (1) year from the granting thereof.

7. **Permit Renewal:** Any permit holder desiring to renew an existing permit shall complete and submit to the Director an application therefore not more than forty-five (45) days nor less than fifteen (15) days before the expiration date thereof and shall tender with each application form such permit fees as are required by resolution of the Board of County Commissioners.

8. **Permit Number. Display:** All motor vehicles operating under any permit required by this ordinance shall display the permit number or numbers on each side, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six (6) inches high.

9. **Equipment:** All equipment used in collection and transportation of solid waste shall be constructed, operated and maintained in such a manner as to minimize health safety hazards to solid waste collector personnel and the public. All vehicles shall be maintained in good mechanical condition, shall be enclosed or adequate provisions shall be made for suitable cover to prevent contents from escaping in accordance with Chapter 316, Florida Statutes; and shall be kept clean so as to prevent propagation and attraction of vectors and the creation of sanitary nuisances.

10. **Garbage and Putrescible Wastes:** Garbage and putrescible waste shall be transported in enclosed vehicles with metal containers which are water tight, impervious and suitable to protect the contents from flies, insects, and rodents.

**SECTION 5. PERMITTING PROCEDURES FOR CONSTRUCTION AND  
DEMOLITION OR LAND CLEARING DEBRIS SOLID WASTE DISPOSAL  
FACILITIES.**

A permit shall be required for the construction or operation of a construction and

demolition debris (C&D) or land clearing debris (LCD) solid waste disposal facility in Santa Rosa County. No permit shall be issued for a Class I, Class II or Class III Landfill. The construction or operation of a C&D debris or land clearing debris facility without obtaining the appropriate permit shall be a violation of this ordinance.

All permit holders shall submit quarterly reports to Santa Rosa County specifying the quantity of materials disposed of and the quantity and type of materials recycled.

**A. Permitting Procedures for C&D or Land Clearing Debris:**

1. A Construction and Demolition Debris, or Land Clearing Debris permit application may be obtained from the Director.

2. All applications shall be signed and sealed by a Florida registered engineer or geologist and shall be accompanied by proof of ownership or the right to the use of the proposed site for the term of the permit requested, survey of the property and an approved fire suppression plan must be submitted with the application.

3. Upon receipt of a completed application, the Director or his designee shall make a site inspection and if satisfactory, the Director shall forward the application, with written recommendations to the Board for final consideration.

4. All new permit applications shall submit a permit fee in the amount of \$5,000 for Construction and Demolition Debris Facilities with C&D renewal fees of \$250, or \$250 for Land Clearing Debris Facilities with renewal fees of \$150 or such other amount as determined by resolution of the Board of County Commissioners. Said permit fee shall be for the purpose of funding the costs of enforcement/inspections by Santa Rosa County pursuant to this ordinance.

**B. Permitting Site Criteria for Land Clearing Debris Facilities:**

1. All facilities shall have a perimeter road constructed around the pit wherever possible.

2. All facilities shall maintain an on-site fire suppression system. The intent of the system is to provide immediate response to fires anywhere on the facility and could consist of stockpiled dirt, at least 600 cubic yards or a foam system with enough volume to adequately suppress an average fire. Additionally, a plan must be developed and kept at the facility which states how additional materials will be made available in the event of a large scale fire. For an existing operation, compliance shall be achieved within six (6) months of enactment of this ordinance.

3. All LCD facilities shall be at least 200 feet from all water wells.

4. All LCD facilities must comply with the Santa Rosa County Land Development Code.

**C. Permitted Site Criteria for Construction and Demolition Debris Facilities**

1. All C&D sites must comply with the permitted site criteria listed within this ordinance for land clearing debris facilities, in addition to the following, unless otherwise stated.

2. **Minimum design standards.** The requirements of this ordinance are the minimum standards for constructing a landfill. Nothing in this ordinance shall be construed to prevent the County from imposing more stringent standards as necessary to protect the environment or solid waste disposal unit.

3. Any new construction and demolition debris facility or lateral expansion of existing airspace, shall have lined cells as described below:

Liners shall consist of at least a single 60-mil minimum average thickness HDPE geomembrane. In the sumps located inside the disposal facility footprint and in the leachate collection trenches, the geomembrane shall be placed on a geosynthetic clay liner with a saturated hydraulic conductivity of less than or equal to  $1 \times 10^{-9}$  cm/sec. The liner shall be placed on a prepared and compacted subgrade, that will not damage the geomembrane liner or the geosynthetic clay liner. A primary leachate collection and removal system and drainage layer shall be installed above the geomembrane liner. Except in sumps and leachate collection trenches, the system shall be designed to limit leachate head above the liner during routine facility operation after placement of initial cover to no greater than 12 inches. The liner system must be constructed in accordance with the requirements of paragraphs 62-701.400(3)(a), (d), (e), (f), (4), (7), and (8).

F.A.C. Any alternative liner system may be approved only in accordance with applicable provisions of section 62-701.400. F.A.C. Alternative systems, such as soil liners, at a minimum, shall be at least two feet in depth throughout the site, to include the bottom and the side slopes. The three foot thick soil liner shall be clay with an in-place saturated hydraulic conductivity not greater than  $1 \times 10^{-7}$  cm/sec. Testing of the saturated hydraulic conductivity shall be performed in accordance with test methods given in EPA pub. SW-870, or other approved ASTM testing procedure such as D-5084. The design shall demonstrate proper liner grades so as to limit the hydraulic head to 12 inches or less throughout the liner bottom. Soil shall not have cracks, channels, or other structural inconsistencies than can cause saturated conductivity greater than  $1 \times 10^{-7}$  cm/sec. Clay

shall be placed in six inch lifts and each lift approved before beginning the next lift.

Quality Assurance, certification procedures shall comply with 62-701.400 (7) and (8) of the FAC. When using in-situ soils, uniformity of the existing clay liner, along with a saturated conductivity not greater than  $1 \times 10^{-7}$  cm/sec, shall be demonstrated by uniformly sampling every 6,000 square feet of surface area. Sampling and testing shall comply with 62-701.400 (7) and (8) at a minimum and must be conducted and submitted to the County by a Florida Registered Engineer, results signed and sealed. Completed designs and associated calculations for C&D landfills shall be submitted to the County for review and approval prior to final permitting. The Professional Engineer in charge of construction quality assurance shall provide a signed, sealed final report with record drawings to the County stating that the liner system and all its components have been installed in conformance with plans and specifications for the liner system. All C&D sites must comply with the permitted site criteria listed above in items 1 and 2 for land clearing debris facilities, in addition to the following, unless otherwise stated.

4. All C&D facilities shall maintain operational lifts restricted to a height of 20 feet or less.
5. All C&D facilities must be a minimum of 500 feet from private water wells and 1000 feet from community water wells.
6. Ensuring that all debris at construction and demolition facilities shall be spread, compacted and covered weekly with a minimum of 6 inches of soil. Cover shall be installed in such a way so as to prevent oxygen exchange relative to landfill fires and to prevent rodents from entering the debris.
7. All side slopes shall be maintained at 3 horizontal to 1 vertical (3:1) or flatter throughout the life of the facility to include daily operations. At no time during the operational or closed life of the facility shall permitted vertical height (based on a 3:1 ratio for outside slopes as a maximum) be exceeded.
8. All C&D facilities must comply with the Santa Rosa County Land Development Code.

**D. General Site Guidelines for Land Clearing Debris Facilities and Construction and Demolition Debris Facilities:**

The permittee of each permitted site shall be responsible for:

- a) Preventing public access and illegal dumping in the site.
- b) Immediate removal to an appropriate facility of any unauthorized material dumped on the site.
- c) Appropriate fire protection. No open burning shall be conducted at the disposal site without prior approval from the enforcement agency. The permittee shall be responsible for extinguishing any fires that occur at the disposal site. All permit holders agree to reimburse the County for any costs incurred by the County in controlling or extinguishing fires occurring at a permitted disposal site.
- d) Litter control measures as required to prevent windblown litter onto adjacent property and/or as required by the Director.
- e) Not authorizing, granting permission to or failing to prevent any person, including subcontractors of the permittee, from the disposing of any solid waste in the permitted site without prior approval.
- f) Upon completion, the disposal facility shall be closed in accordance with all applicable state and federal environmental and solid waste regulations.
- g) Complying with all applicable federal, state and local regulations, in existence on the effective date of this ordinance or thereafter enacted.

**E. Inspections.**

An annual inspection of each permitted site shall be conducted by the County. More frequent inspections may be made as deemed necessary by the Director. Written corrective notices may be issued for violations observed.

**F. Notice.**

All permittees shall file a notice of disposal and a copy of the permit in the public records of Santa Rosa County.

**G. Permit Renewal.**

Permits shall be renewed annually on the anniversary of the original permit issuance. Renewal permits shall be issued by the Director upon determination that the facility is in compliance with all applicable regulations. The facility shall provide a current copy of their last FDEP site inspection along with a list of any notice of violations (NOV) or required corrective actions. Prior to issuing a County permit renewal or approving annual inspection, all NOV's and applicable corrective actions must be resolved to FDEP satisfaction and written

documentation provided to the County.

**H. Permit Modification.**

A permittee shall apply for a permit modification if the site is expanded, sold or conveyed.

**I. Exceptions:** No permit for disposal of construction and demolition debris shall be granted:

1. To a person for disposal of such debris in an area subject to frequent and/or periodic flooding unless drainage improvements as approved by the County and the Department of Environmental Regulation are installed.

2. For any site in any natural or artificial body of water including ground water.

**J. Permit Not Required**

No permit is required for the following, provided no public nuisance or any condition adversely affecting the environment or public health is created and the activity does not violate other state or local laws, ordinances, rules, regulations or orders.

1. Disposal of solid waste resulting from normal farming operations as defined by rule of the Florida Department of Environmental Regulation.

2. The use of clean debris as fill material in any area. However, this paragraph does not affect a person's responsibility to dispose of clean debris in permitted areas if it is not to be used as fill material.

**SECTION 5. REVOCATION OR SUSPENSION OF PERMIT.**

**A. Notice of Correction:** If the Director determines that a permit holder is in violation of any provision of his permit or of this ordinance, the Director will send notice of said violation to the permit holder.

**B. Revocation; Appeals:** If, after notice of violation has been given, the permittee has failed to make necessary corrections within a reasonable time, the Board of County Commissioners may suspend or revoke the permit. The Board of County Commissioners shall set a time and place for a hearing regarding the proposed revocation. The permit holder shall be given at least ten (10) days notice of said hearing.

**SECTION 6. INDEMNITY.** All holders of permits issued pursuant to this Ordinance shall, at their sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissions and employees against any and all claims, suits, actions, liability

and judgments from third parties for damage which may be the result of willful, negligent or tortious conduct or operations arising out of the business of collection, transportation and disposal of solid waste, whether or not the act or omission complained of is authorized, allowed or prohibited by this Ordinance.

The permit holder shall pay all expenses incurred by the County, including attorney's fees and other costs of litigation, in defending itself with regards to all claims and action mentioned above.

**SECTION 7. PENALTIES.** Any person who shall violate any of the provisions of this Ordinance or amendments thereto; who shall fail, neglect or refuse to comply with order or notice or in pursuance and by authority of this Ordinance shall be guilty of a misdemeanor of the second degree and subject to punishment as prescribed by State law. For purposes of this Ordinance, a separate offense shall be deemed committed for each day a violation of this Ordinance exists; said time commencing at the time of notification of the offender of the violation. Santa Rosa may also seek civil injunctive relief to enforce compliance with this ordinance.

**SECTION 8.** Santa Rosa County Ordinances 91-14, 91-26, 96-27, 97-29, 2000-10, 2001-04, and 2003-31 are repealed and replaced by this Ordinance.

**SECTION 9. CODIFICATION.** The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

**SECTION 10. SEVERABILITY.** If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

**SECTION 11. 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 7 yeas and 0 nays and 0 absent of the Board of County Commissioners of Santa Rosa County, Florida, on the 28<sup>th</sup> day of June, 2007.

BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA

By: James Stewart  
Chairman

ATTEST:  
Mary M. Johnson  
Clerk of Court

I, Mary M. Johnson, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy deposited in the Postal Department of the United States of America for delivery by registered mail to the Secretary of the State of Florida, on this 2<sup>nd</sup> day of July, 2007.

Mary M. Johnson  
Mary M. Johnson

(14)

**AMENDED NOTICE OF INTENT TO CONSIDER AN ORDINANCE**

The reading and adoption of the following proposed Ordinance by the Board of County Commissioners of Santa Rosa County, is scheduled for 9:30 a.m., October 27, 2011, in the Commissioners meeting room at the County Administrative Complex, located at 6495 Caroline Street, Milton, Florida.

**AN ORDINANCE DIVIDING SANTA ROSA COUNTY INTO FIVE COUNTY COMMISSIONER DISTRICTS OF CONTIGUOUS TERRITORY AS NEARLY EQUAL IN POPULATION AS PRACTICABLE PURSUANT TO THE REQUIREMENTS OF ARTICLE VIII, SECTION 1, (E) FLORIDA CONSTITUTION AND FLORIDA STATUTE 124.01 (3). REPEALING ORDINANCE 2001-18; PROVIDING FOR AN EFFECTIVE DATE.**

The Ordinance may be inspected by the public prior to the above scheduled meeting at the Office of the Clerk of Courts, BOCC Support Services Department, 6495 Caroline Street, Milton, Florida. 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 the proceeding they are appealing exists and for such purpose they will need to insure that a verbatim record of the proceeding 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 these proposed ordinances. 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 Kathy Jordan at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public hearing.

1 issue – Press Gazette – October 19, 2011  
1 issue – Gulf Breeze News – October 20, 2011  
1 issue – Navarre Press – October 20, 2011

Bill and proof of publication to:  
Santa Rosa County Administrator's Office  
6495 Caroline Street, Suite D  
Milton, Florida 32570

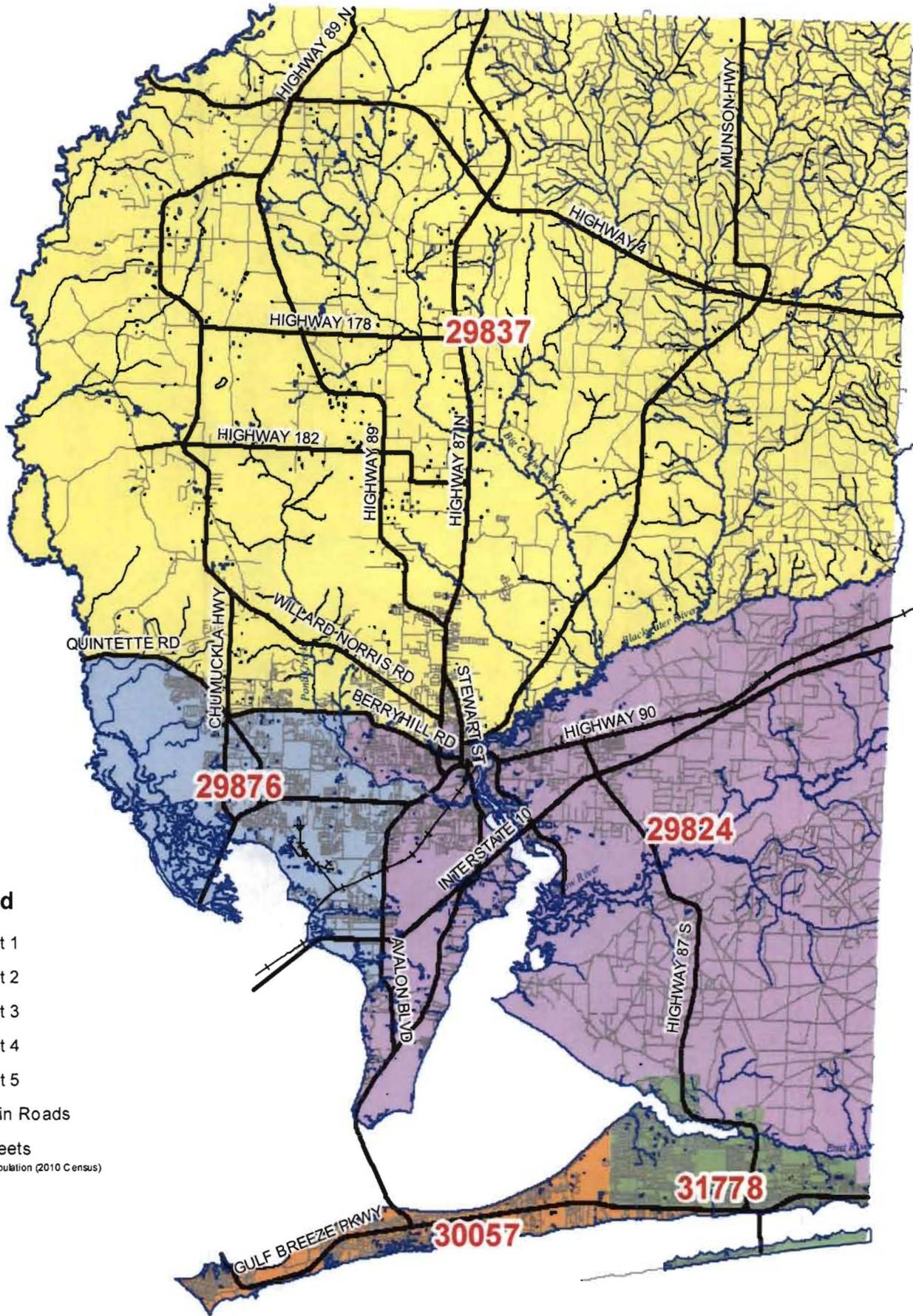
Attn: Kathy Jordan, Office Manager

Legal Line Ad

# Santa Rosa County Commissioner District

## Option 5

Note: 2010 Census Total Population of SRC = 151,372  
divided by 5 districts = 30274.4 people per district



### Legend

- Dist 1
- Dist 2
- Dist 3
- Dist 4
- Dist 5
- Main Roads
- Streets
- Population (2010 Census)



The GIS maps and data distributed by the Santa Rosa County GIS/IT departments are provided as a service of public information and are not guaranteed. The Santa Rosa County Commission makes no warranty, agreement or liability, as to the accuracy, completeness, timeliness, or suitability, for any particular purpose of the information or data contained in or generated from the County Geographic Data. Additionally, the Santa Rosa Commission or any agency, service, or employee thereof makes no liability whatsoever with the use of this data, and assumes no responsibility or liability in its use, storage or dissemination. For further information, call 904-943-1200 or visit <http://www.santrosacounty.com>.

# Santa Rosa County Commissioner District Option 5



COMMISSIONER'S DISTRICT NUMBER 1:

SHALL CONSIST OF THE FOLLOWING AREA, TO-WIT:

Begin at the point where Trout Bayou meets Escambia Bay, thence proceed northerly, following the meanderings of the shoreline to Escambia River. Proceed northerly along Escambia River to Quintette Rd, thence E/SE on Quintette Rd to Chumuckla Hwy (the intersection commonly known as Five Points), thence N on Chumuckla Hwy to Berryhill Rd. Proceed E on Berryhill Rd to the West line of Section 36-2N-29, thence proceed E approximately 3040 feet, thence directly S to Old Berryhill Rd. Proceed SW along Old Berryhill Rd to Baker Rd, thence S along Baker Rd to Rendy Kay Ln, thence W along Rendy Kay Ln to Long Branch. Follow the meanderings of Long Branch southerly to Pond Creek, thence SE along Pond Creek to Highway 90. Thence SW along Highway 90 to Avalon Blvd, thence S along Avalon Blvd to Trout Bayou, thence SW along Trout Bayou to Escambia Bay and the point of beginning.

COMMISSIONER'S DISTRICT NUMBER 2:

SHALL CONSIST OF THE FOLLOWING AREA, TO-WIT:

Begin at the point where Trout Bayou meets Escambia Bay, thence NE along Trout Bayou to Avalon Blvd, thence N along Avalon Blvd to Highway 90, thence NE along Highway 90 to Pond Creek. Follow NW along the meanderings of Pond Creek to Long Branch, thence N along Long Branch to Rendy Kay Ln, thence E on Rendy Kay Ln to Baker Rd, thence N along Baker Rd to Old Berryhill Rd. Proceed NE Old Berryhill Rd approximately 1870 feet (to the point where the road curves to a E/SE direction), thence directly N to Berryhill Rd. Proceed E along Berryhill Rd to Dogwood Dr, thence N on Dogwood Dr to Walnut St, thence E on Walnut St to Cedar St, thence S and E on Cedar St to Orange St, thence N along Orange St to Magnolia St. Proceed E on Magnolia St to Stewart St, thence S along Stewart St to Munson Hwy, thence E/NE along Munson Hwy to the west section line of Section 35-2N-28, thence S along said section line to Blackwater River. Thence follow the meanderings of Blackwater River in a northeasterly direction to the boundary line of Santa Rosa County/Okaloosa County, thence S along said boundary line to the South Boundary of Eglin Air Force Base property (approximately at the center of the east section line of Section 13-2S-26). Thence proceed westerly along the Southern Boundary of Eglin Air Force Base property to East Bay. Proceed northerly along the eastern shoreline of East Bay, Blackwater Bay and Blackwater River to Highway 90, thence W across the bridge to the western shoreline of Blackwater River. Proceed southerly along the western shoreline of Blackwater River and Blackwater Bay to Garcon Point, thence continue northerly along the shoreline of Escambia Bay to Trout Bayou and the point of beginning.

COMMISSIONER'S DISTRICT NUMBER 3:

SHALL CONSIST OF THE FOLLOWING AREA, TO-WIT:

Begin at the point where Quintette Rd crosses Escambia River, thence northerly along the meanderings of Escambia River to the Florida/Alabama state boundary line (also boundary of Santa Rosa County, Florida and Escambia County, Alabama), thence E also said boundary line to the Santa Rosa County/Okaloosa County boundary line. Proceed S along the Santa Rosa County/Okaloosa County boundary line to Blackwater River, thence SW along the meanderings of Blackwater River to the West section line of Section 35-2N-28, thence N along said section line to Munson Hwy. Proceed SW/W along Munson Hwy to Stewart St, thence N along Stewart St to Magnolia St, thence W along Magnolia St to Orange St, thence S along Orange St to Cedar St, thence W and N along Cedar St to Walnut St, thence W along Walnut St to Dogwood Dr. Proceed S along Dogwood Dr to Berryhill Rd, thence W/NW along Berryhill Rd to Chumuckla Hwy, thence S on Chumuckla Hwy to Quintette Rd (at the intersection commonly known as Five Points), thence NW along Quintette Rd to Escambia River and the point of beginning.

COMMISSIONER'S DISTRICT NUMBER 4:

SHALL CONSIST OF THE FOLLOWING AREA, TO-WIT:

Begin at a point on the north shoreline of Santa Rosa Sound where said shoreline meets the Santa Rosa County/Okaloosa County boundary line. Thence N along said boundary line to the South Boundary of Eglin Air Force Base property (approximately at the center of the east section line of Section 13-2S-26), thence proceed westerly along the Southern Boundary of Eglin Air Force Base property to East Bay. Proceed SE along the East Bay/East River north shoreline to Highway 87 S, thence S across the bridge to the East River south shoreline, thence westerly along the meanderings of the south shoreline of East River/East Bay to west section line of Section 03-2S-27, thence S along the west section lines of Section 03-2S-27, Section 10-2S-27, Section 15-2S-27 and Section 22-2S-27 to Navarre Pkwy. Proceed E along Navarre Pkwy to the west section line of Section 19-2S-26, \*thence N along said section line approximately 670 feet, thence E approximately 1127 feet, thence directly S to Navarre Pkwy. Proceed E along Navarre Pkwy to Williams Creek, thence S along Williams Creek to Santa Rosa Sound, thence proceed E along the north shoreline of Santa Rosa Sound to the Navarre Beach Bridge, thence S across the bridge to the north shoreline of Santa Rosa Island, thence W along the shoreline to the Santa Rosa County/Escambia County boundary line (also Gulf Islands National Seashore), thence south along the Santa Rosa County/Escambia County boundary line to the Gulf of Mexico, thence E along the shoreline of the Gulf of Mexico to the Santa Rosa County/Okaloosa County boundary line, thence N along the Santa Rosa County/Okaloosa County boundary line to the north shoreline of Santa Rosa Island, thence W along shoreline to the Navarre Beach Bridge, thence N along the bridge to the north shoreline of Santa Rosa Sound. Follow the shoreline E to the Santa Rosa County/Okaloosa County boundary line and the point of beginning.

COMMISSIONER'S DISTRICT NUMBER 5:

SHALL CONSIST OF THE FOLLOWING AREA, TO-WIT:

Begin at a point where the west section line of Section 03-2S-27, meets East Bay, thence proceed S along the west section lines of Section 03-2S-27, Section 10-2S-27, Section 15-2S-27 and Section 22-2S-27 to Navarre Pkwy. Proceed E along Navarre Pkwy to the west section line of Section 19-2S-26, \*thence N along said section line approximately 670 feet, thence E approximately 1127 feet, thence directly S to Navarre Pkwy (\*this area to encompass the Cayo Grande Apartment Home complex and the adjacent Hampton Inn property). Proceed E along Navarre Pkwy to Williams Creek, thence S along Williams Creek to Santa Rosa Sound, thence proceed W along the north shoreline of Santa Rosa Sound and continue N and E along the shoreline of Escambia Bay and East Bay to the west section line of Section 03-2S-27 and the point of beginning.



**SANTA ROSA COUNTY ENGINEERING**  
**SANTA ROSA COUNTY, FLORIDA**  
**6051 OLD BAGDAD HWY., STE. 300**  
**MILTON, FLORIDA 32583**  
[www.santarosa.fl.gov](http://www.santarosa.fl.gov)

Preliminary  
Engineers Report  
October 24, 2011

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 October 13, 2011 at 9:00 a.m. in Milton, Florida.

1. Discussion of cost-share grant award from the U.S. Environmental Protection Agency in the amount of \$213,000.00 for the rehabilitation of the Navarre Beach wastewater treatment clarifier. (Attachment A)
2. Recommend approval of Final Plat for Summerset Estates 1<sup>st</sup> Addition, a 62 lot subdivision of a portion of Section(s) 20, 21, 28 & 29, Township 2 South, Range 27 West, Santa Rosa County, Florida. (Working District 5)

Location: 6 miles, more or less, West on U.S. 98 from Highway 87, after Fuller Road and before Conover Cove, property on the South side of U.S. 98.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> 09/28/2011
		PRG	DOC ID	AMEND#	
		<b>XP - 95478911 - 0</b>			<b>MAILING DATE</b> 10/05/2011
		<b>TYPE OF ACTION</b> New			
<b>PAYMENT METHOD:</b> Reimbursement				<b>ACH#</b> 40862	

<b>RECIPIENT TYPE:</b> County	<b>Send Payment Request to:</b> David Holroyd, Water Protection Division, (404) 562-9228
<b>RECIPIENT:</b> County of Santa Rosa 6051 Old Bagdad Hwy., Suite 300 Milton, FL 32583 EIN: 59-6000842	<b>PAYEE:</b> 6051 Old Bagdad Hwy., Suite 300 Milton, FL 32583

<b>PROJECT MANAGER</b> Roger Blaylock 6051 Old Bagdad Hwy., Suite 300 Milton, FL 32583 E-Mail: rogerb@santarosa.fl.gov Phone: 850-981-7100	<b>EPA PROJECT OFFICER</b> David Holroyd 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Holroyd.David@epa.gov Phone: 404-562-9228	<b>EPA GRANT SPECIALIST</b> Sharonita Johnson Grants Management Office E-Mail: johnson.sharonita@epa.gov Phone: 404-562-8311
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**PROJECT TITLE AND DESCRIPTION**  
 Congressionally Mandated Projects

This action approves an award in the amount of \$213,000 to the County of Santa Rosa for upgrading the secondary treatment system by rehabilitating the existing 42-foot diameter clarifier. This involves removing the existing components within the concrete structure and installing a new center feed clarifier mechanism, access platform, effluent launder, and pipe ranging in sizes from 6 to 12 inches in diameter. The project is located in the Pensacola Bay watershed, Hydrologic Unit Code 03140105.

<b>BUDGET PERIOD</b> 03/01/2011 - 02/28/2014	<b>PROJECT PERIOD</b> 03/01/2011 - 02/28/2014	<b>TOTAL BUDGET PERIOD COST</b> \$400,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$400,000.00
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### NOTICE OF AWARD

Based on your application dated 03/24/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$213,000. EPA agrees to cost-share 53.25% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$213,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>	<b>AWARD APPROVAL OFFICE</b>
<b>ORGANIZATION / ADDRESS</b>  61 Forsyth Street Atlanta, GA 30303-8960	<b>ORGANIZATION / ADDRESS</b>  U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official	<b>TYPED NAME AND TITLE</b> Elaine Curles, Grants Management Officer	<b>DATE</b> 09/28/2011
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### AFFIRMATION OF AWARD

<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>		
<b>SIGNATURE</b>	<b>TYPED NAME AND TITLE</b> Lane Lynchard, Chairman, Board of County Commissioners	<b>DATE</b>

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 213,000	\$ 213,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 187,000	\$ 187,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 400,000	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Public Law 111-88 Department of Interior Environment and Related Agencies Appropriations Act 2010	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1104VX1194	11	E4C	04V0G1S	202B51E	4183			213,000
									213,000

<b>Approved Budget</b>	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$1,000
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$22,000
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$377,000
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$400,000
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$400,000
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip <u>46.75%</u> Fed <u>53.25%</u> )	\$400,000
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$213,000

## **Administrative Conditions**

### **1. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES**

The costs of professional engineering and any other professional services contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 40 CFR 31.36(b)-(k). The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the minimum standards for procurement.

### **2. PROCUREMENT FOR CONSTRUCTION**

The cost of construction contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract (s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 40 CFR 31.36(b)-(k) and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the minimum standards for procurement.

### **3. LOBBYING AND LITIGATION - ALL RECIPIENTS**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

### **4. LOBBYING - ALL RECIPIENTS**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### **5. RECYCLING TERM AND CONDITION**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply

with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## **6. HISTORIC PROPERTIES**

The recipient agrees to consult with the appropriate State Office in the identification and evaluation of any pre -1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The recipient agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed, or which satisfy the criteria for eligibility for listing (36 CFR 60.4), in the National Register of Historic Places.

## **7. PROVISIONS**

The provisions of the "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY2010 Appropriations Act" dated March 29, 2010 (enclosed) is incorporated herein by reference.

## **8. SUSPENSION AND DEBARMENT - ALL RECIPIENTS**

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **9. THIRD PARTY FUNDS OR SERVICES CONDITION**

This offer is made contingent upon EPA receipt and review of evidence that firm commitments for all sources of required matching share for this EPA grant are in effect prior to advertising for bids on the project. This contingency includes third party sources where third parties are in any manner furnishing funds or services which will be used as required matching share for this EPA grant. No payments will be made by EPA under this assistance agreement until EPA has received and reviewed the requested documentation.

## **10. EPA PARTICIPATION**

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (55%) of total allowable program/project costs or the total funds awarded, whichever is lower.

## **11. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a

drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html)

## **12. HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## **13. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS**

### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Florida Department of Environmental Protection as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9%; EQUIPMENT 9%  
WBE: CONSTRUCTION 3%; SUPPLIES 3%; SERVICES 3%; EQUIPMENT 3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Florida Department of Environmental Protection.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever

procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503**

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to:

U.S. Environmental Protection Agency  
Grants Management Office  
SNAFC, 61 Forsyth Street, SW  
Atlanta, GA 30303  
johnson.sharonita@epa.gov

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**14. TRAFFICKING IN PERSONS**

- a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect ;
    - ii. Procure a commercial sex act during the period of time that the award is in effect ; or
    - iii. Use forced labor in the performance of the award or subawards under the award .
  2. We as the Federal awarding agency may unilaterally terminate this award , without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a .1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a .1 of this award term through conduct that is either—
      - A. Associated with performance under this award ; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.
- b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a .1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a .1 of this award term through conduct that is either—
    - i. Associated with performance under this award ; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532
- c. Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a .1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a .2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award .
  3. You must include the requirements of paragraph a .1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:**
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award ; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements .
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude , peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education , hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## 15. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor , if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report

Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site : <http://harvester.census.gov/fac/>

## **16. FULLY FUNDED EARMARKS**

For fully funded agreements based on an earmark: EPA is fully funding this assistance agreement based on the terms of a congressional earmark. If future earmarks are not provided for this project and recipient, supplemental funding for this project is not guaranteed.

## **17. MANAGEMENT FEES AND SIMILAR CHARGES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **18. Central Contractor Registration and Universal Identifier Requirements.**

- A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:
  1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
  2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- C. Definitions. For purposes of this award term:
  1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
  2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - a. A Governmental organization, which is a State, local government, or Indian tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization; and
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  4. Subaward:
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient

award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

## **19. SUBAWARD REPORTING AND COMPENSATION**

I. Reporting Subawards and Executive Compensation.

### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrs.gov](http://www.fsrs.gov).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

### **b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received--

A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at [www.ccr.gov](http://www.ccr.gov).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

### **c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act , as defined at 2 CFR 170.320 (and subawards); and  
(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information , see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> .)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward . For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient .

**e. Definitions. For purposes of this award term:**

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization ;
  - iv. A domestic or foreign for-profit organization ;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions .
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement , including an agreement that you or a subrecipient considers a contract .
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward .
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives , and are available generally to all salaried employees .
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **Programmatic Conditions**

1. The grantee agrees to follow procedures contained in the most current edition of the EPA Region 4, A Special Appropriations Projects (SPAPs) Grant Procedures Workbook (online workbook at <http://www.epa.gov/region4/water/gtas/specialappropriations.html> ).
2. The grantee shall follow all requirements under 40 CFR § 31.36 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of Part 31.36(i) contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids .
4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant .
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction .
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the State's NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a semi-annual progress report beginning with the award of this grant and a final report pursuant to 40 CFR § 31.40. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks . This report may be as brief as one page so long as all the requested information is provided . The items listed below should be addressed, as appropriate:

Semi-Annual Progress Report Outline  
for  
Special Appropriations Grants

Grant Number: \_\_\_\_\_  
Grantee Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_

Grantee's Authorized Representative: \_\_\_\_\_

- a. What work was accomplished for this reporting quarter ?
- b. What problems, if any, were encountered?
- c. If a problem was encountered, what action was taken to correct it?
- d. Is the project work on schedule ?  
(a) This reporting period?  
(b) For the project?
- e. If the project is not on schedule, what is proposed for a revised schedule?

- f. Does the new schedule require a time extension?
- g. Is there a change in the Grantee's Authorized Representative or any of the key contacts?

9. The EPA, and its delegated representatives, shall have access to the project work site and project records at all times.

10. The grantee has EPA approval to use of [grant funds to purchase land and/or easements] or [land as match] under this grant project. The grantee agrees to provide EPA a copy of the appraisal obtained in accordance with procedures established under 49 CFR § 24.103 and provide documentation of the required deed restriction (see condition no. 12).

11. The purchased land parcel(s) or land parcel(s) used as match will require the following deed restriction:

The [County/City] of [name and state], [purchased this land with federal funds/used this land as match] under a grant from the U.S. Environmental Protection Agency (EPA), grant no. \_\_\_\_\_. The [County/City] may only use this land, delineated on the attached boundary survey, as a [project description, e.g., storm water retention project], as described in EPA grant no. \_\_\_\_\_. The [County/City] will be responsible for maintaining this deed restriction in perpetuity. In the event the [County/City] of [name and state], wishes to change the use of the land from the identified grant purpose, the [County/City] must contact the EPA, Region 4, and request written instructions for disposition pursuant to applicable EPA grant regulations.

12. The grantee shall comply with the requirements of 49 CFR § Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, when acquiring land and/or permanent easements as part of this grant.

13. The grantee agrees to comply with 40 CFR § 31.31, which addresses the use and disposal of real property acquired under a federal grant.

14. The grantee has obtained EPA approval for pre-award costs occurring on or after October 1<sup>st</sup> in the year of the appropriations related to land acquisition costs including surveys, appraisals, options, associated administrative work, etc. for the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

15. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.

16. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA to obtain reimbursement.

17. The grantee is encouraged to utilize environmentally preferable practices in the course of procuring goods and services under this grant. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect of human health and the environment. Consideration of environmentally preferable practices should be consistent with price, performance, availability, and safety conditions. Examples include:

- General construction: Adding ranking factors or contract language for the contractor to : adopt practices reduce idling of construction equipment, use clean diesel fuels in construction equipment, install emissions retrofits equipment, repower construction equipment engines, etc. More information on environmentally preferable practices for construction projects can be found at : [www.epa.gov/cleandiesel/construction/strategies.htm](http://www.epa.gov/cleandiesel/construction/strategies.htm), [www.epa.gov/cleandiesel/construction/whatyoucando.htm](http://www.epa.gov/cleandiesel/construction/whatyoucando.htm), and <http://www.epa.gov/otaq/retrofit/verif-list.htm>.

- Construction of buildings: Adding ranking factors or contract language for the contractor to include green building techniques such as: designing for energy and water efficiency, using green building products, etc. More information on environmentally preferable practices for greener buildings can be found at : <http://www.epa.gov/greenbuilding> and <http://www.wbdg.org>.

- Electronics equipment: Adding ranking factors or contract language for EnergyStar® features and EPEAT-registered electronics products when procuring electronics equipment. Also consider adding factors concerning buy-back or end-of-life programs that dispose of electronics in an environmentally safe manner. More information on preferable practices for electronics equipment can be found at : <http://www.epeat.net/Companies.aspx>, <http://www.epa.gov/wastewise/pubs/wwwupda14.pdf>, and <http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf>.

- A/E Services and Construction Services: Adding a ranking factor or contract language that gives preference to firms that have an environmental management system (EMS) in-place or a partner in EPA's Performance Track Program demonstrating their commitment to improving the environment through their place of work . More information on EMS and Performance Track can be found at : [www.epa.gov/ems](http://www.epa.gov/ems) and [www.epa.gov/performancectrack](http://www.epa.gov/performancectrack)

Grantees will report any environmentally preferable practices undertaken in the semi -annual progress reports. The information reported will be used to track EPA's progress in reducing our environmental impacts .

18. The grantee is encouraged to improve the environmental performance of their water and wastewater facilities by developing an environmental management system (EMS). More information specific to implementing an EMS for water, wastewater, and biosolids facilities can be found at : <http://www.epa.gov/ems/initiatives/water.htm>.

19. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period , including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule , the time remaining for performance within the project period , and/or the availability of funds necessary to complete the project.

## AGENDA

**Santa Rosa County  
Public Services Committee  
Meeting, October 24, 2011, 9:00 A.M.**

### DEVELOPMENT SERVICES

1. Discussion of request for a floodplain variance on an existing structure located at 8783 Navarre Parkway.
2. Recommend approval of the 2011 HOME Interlocal Agreement and authorization for the chairman to sign all related documents.
3. Recommend approval of the mortgage subordination request for the SHIP Mortgage securing the property at 3875 Adams Drive, Milton, FL.



**Beckie Cato, AICP**  
Planning and Zoning Director

# Santa Rosa County Development Services

**Tony Gomillion**  
Public Service Director



**John T. "Tim" Tolbert**  
Building and Fire Official

## MEMORANDUM

**TO:** Tony Gomillion, Public Services Director  
**FROM:** Tim Tolbert, Building Official  
**SUBJECT:** Request for Floodplain Variance  
**DATE:** October 24, 2011

## RECOMMENDATION

I recommend requested variance be granted based on the following:

1. An engineered site plan that incorrectly identified special flood hazard areas was submitted and used when the structure was originally permitted.
2. The finished floor elevation exceeds existing base flood elevation height requirements.
3. Flood waters did not enter the building during Hurricanes Ivan or Dennis.
4. This building has never had a flood insurance claim.

## BACKGROUND

When this building was originally constructed, digital flood insurance rate maps (DFIRM's) were not available. Therefore, for exact determination and location of flood zones an official survey and/or engineered site plans are/were accepted as being accurate. In this case, a signed and sealed engineered site plan was submitted for this project which identified the building area as being in an A-zone. Flood zone "A" allows slab on grade foundation construction. However, with DFIRM's the area is clearly a V-zone requiring elevated piling foundation construction.

## DISCUSSION

Mr. Herman Vanderhaden is the current owner of the building and has a higher flood insurance rate because the structure is considered noncompliant.

Attachments:  
Variance Request Application  
Original FIRM dated 1992  
Aerial view of parcel with overlays

# Santa Rosa County Floodplain Management Variance Request Application

Property ID # : \_\_\_\_\_

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

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

Examples of what is NOT good and sufficient cause.

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

**Exceptional Hardship** (please attach documentation).

Examples of what is NOT exceptional hardship.

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

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

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

**Minimum necessary deviation from the requirement** (please attach documentation)

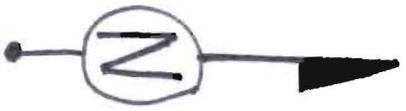
I Herman Vanderhorst, hereby request a variance to the Santa Rosa County Floodplain Management Ordinance for the structure to be constructed ( ) rehabilitated  at 8783 Navarre Pkwy

Is the property in a designated floodway? Yes  No  (Variance CANNOT be granted if Yes)  
Is the building listed on the National Historic Register? Yes  No

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

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

Name: Herman Vanderhorst Address: 8783 Navarre Pkwy  
City, State & Zip: Navarre FL Phone: 850 207 2626  
Signature of Applicant: [Signature] Date: 8-26-11



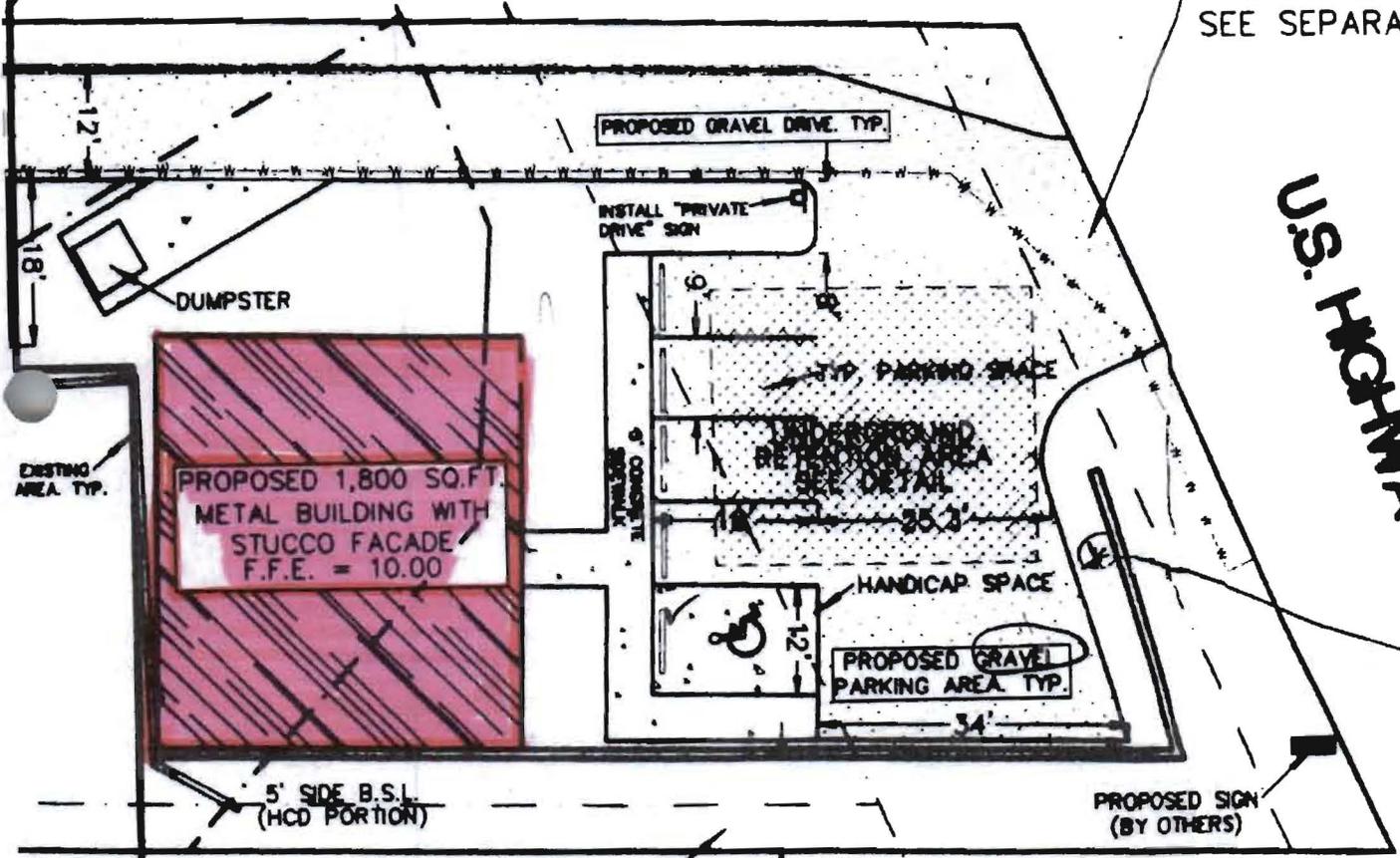
ZONE AE (EL. 10)  
ZONE AE (EL. 9)  
ZONE AE (EL. 8)

HL  
LIMITS OF INSPECTION  
8/31/06

PHASE LINE

NEW DRIVEWAY  
SEE SEPARATE S

U.S. HIGHWAY 88



PROPOSED 1,800 SQ. FT.  
METAL BUILDING WITH  
STUCCO FACADE  
F.F.E. = 10.00

PROPOSED GRAVEL DRIVE TYP.

INSTALL "PRIVATE DRIVE" SIGN

DUMPSTER

TYP. PARKING SPACE

CONCRETE  
SERVITUTE

HANDICAP SPACE

PROPOSED GRAVEL  
PARKING AREA TYP.

PROPOSED SIGN  
(BY OTHERS)

5' SIDE B.S.L.  
(HCD PORTION)

EXISTING DRAINAGE EASEMENT

HCD ZONING

10'

50' FRONT B.S.L.

10' LANDSCAPE BUFFER

PHASE 1

PHASE 1 DEVELOPMENT SHALL INCLUDE ALL CONSTRUCTIC



**LEGEND**  
DFIRM 2006

- 62 PCT ANNUAL CHANCE FLOOD HAZARD
  
- A
- AE
- AREA NOT INCLUDED
- OPEN WATER
- VE
- X
- FLOODWAY
  
- Structures**
- ACCESSORY
- AWAITING REMOVAL
- CELL TOWER
- COMMERCIAL / INDUSTRIAL
- FIRESTATION
- GOVERNMENT
- HOSPITAL
- LIBRARY
- UTILITY
- OTHER
- PLACE OF WORSHIP
- RECREATION
- RESIDENTIAL
- SCHOOL
- UNDER CONSTRUCTION
- TEMPORARY STRUCTURE
- UNKNOWN
- FEMA
- LAW ENFORCEMENT
- BILLBOARD
- DELETED
- PREASSIGNED-SUBD
- PREASSIGNED-MISC
- MISC
  
- Streets**
- CLOSED
- OPEN
- PROPOSED
- RESERVED
- Major\_Roads
- Parcels
- Countymosaic\_2010
- City\_Boundary



Subject Property  
8783 Navarre Pkwy

The Slippery Mermaid  
8779 Navarre Pkwy

Sea Shell City  
8771 Navarre Pkwy

© 2011 Google



**Whitney Bank**  
North side of Navarre Pkwy  
from Subject Property

# 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: Janice Boone  
Housing Program Manager *J. Boone*

THROUGH: Beckie Cato, Director

DATE: October 17, 2011

SUBJECT: 2011 Escambia Consortium HOME Grant M-11-DC-12-0225  
Interlocal Agreement

### RECOMMENDATION:

Approval of the HOME Interlocal Agreement with an effective date of November 1, 2011, between Escambia County and Santa Rosa County and authorization for the Chairman to execute all documentation in connection with the agreement.

### BACKGROUND:

The Escambia Consortium is comprised of Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton. HUD has approved the Plan covering the 2011/2012 year. This Interlocal Agreement provides the authority and concurrent responsibility to implement Homebuyer Assistance activities utilizing HUD HOME funds.

Santa Rosa County Activities: Homebuyer Assistance \$232,232  
Program Administration \$27,726

 **Animal Services**  
Dominic Persichini  
Director

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

**Building Inspections &  
Code Compliance**  
John T. Tolbert  
Building Official

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

**Emergency Management**  
Sheryl Bracewell  
Director

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

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

6051 Old Bagdad Hwy, Ste 201  
Milton, FL 32583  
(850) 981-7075

**Veterans Services**  
Karen Haworth  
Director

6491 Caroline St, Ste 1  
Milton, FL 32570  
(850) 626-8724

**"One Team, One Goal, One Mission"**

**INTERLOCAL AGREEMENT  
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

**THIS AGREEMENT** is made and entered into this 1st day of November, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

**WITNESSETH:**

**WHEREAS**, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, both Counties are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

**WHEREAS**, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

**WHEREAS**, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

**SECTION 1. Purpose of the Agreement.**

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2011 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

**SECTION 2. Coordination.**

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

**SECTION 3. HOME Activities Administrative Requirements.**

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

**SECTION 4. Funding.**

a) Santa Rosa HOME Activities:

The maximum **2011** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$232,232.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	<u>\$232,232.00</u>
----------------------	---------------------

**EXHIBITS I and II** further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$58,058.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$27,726.00**, payable solely from funds currently available under the **2011 Escambia Consortium HOME Grant M-11-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2011 Escambia Consortium HOME Grant M-11-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence,

Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

**SECTION 5. Administrative Authority.**

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

**SECTION 6. Program Records.**

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**SECTION 7. Liability.**

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

**SECTION 8. Notices.**

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P.O. Box 18178  
Pensacola, Florida 32523

Phone: (850) 458-0466 FAX: (850) 458-0464

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator  
Santa Rosa County  
Santa Rosa County Administration Office  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592  
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

**SECTION 9. Effective Date, Term, and Termination.**

This Agreement shall become effective on **November 1, 2011**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2011 HOME** funds are fully expended and Grant **#M-11-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

**SECTION 10. Nepotism**

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

**SECTION 11. Civil Rights and Anti-Discrimination**

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

**SECTION 12. Understanding of Terms.**

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

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

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through  
its BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court**

**BCC Approved: November 3, 2011**

BY: \_\_\_\_\_  
Deputy Clerk

( S E A L )

**Legal Department Approval:**

[Santa Rosa County Signature Page to follow]

SANTA ROSA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS OF  
SANTA ROSA COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Mary M. Johnson  
Clerk of Courts

By: \_\_\_\_\_  
Lane Lynchard, Chairman

BCC Approved:

( SEAL )

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY  
COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BY A VOTE  
OF \_\_\_\_\_ YEAS, \_\_\_\_\_ NAYS AND \_\_\_\_\_ ABSENT.

**EXHIBIT I**

**2011 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION**

**ESCAMBIA CONSORTIUM**  
**2011-2012 HOME INVESTMENT PARTNERSHIPS ACT (HOME)**  
**BUDGET AND ACTIVITIES DESCRIPTION**  
**FOR MEMBER JURISDICTIONS**

**RECOMMENDED PROGRAM ACTIVITIES**

**FUNDING**

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **\$558,516**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 7 to 8 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **\$316,852**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 3 to 4 housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**HOME BUYER ASSISTANCE** **\$232,232**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 21-23 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **\$236,520**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 4 affordable rental or special needs housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

**CHDO OPERATING EXPENSES** **\$ 74,995**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that: have a minimum of one year of documented experience in the development of affordable housing and are actively undertaking affordable housing activities for the benefit of the Consortium. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

**ADMINISTRATION/MANAGEMENT (JOINT)** **\$157,679**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

**TOTAL 2011 HOME FUNDS PROJECTED**

**\$ 1,576,794**  
=====

**EXHIBIT II**

**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS  
(24 CFR PART 92)**

**THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.**

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: SANTA ROSA COUNTY ADMINISTRATIVE

Date: 11/1/10

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-11-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office  
6495 Caroline Street  
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: \_\_\_\_\_  
Lane Lynchard, Chairman  
Santa Rosa County  
Board of County Commissioners

ANTI-LOBBYING .  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

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

Lane Lynchard, Chairman  
Santa Rosa County Board of County Commissioners

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_ HOME Investment Partnerships Act (HOME)  
Name: Lane Lynchard (Project Name)  
Title: Chairman M-11-DC-12-0225  
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office  
6495 Caroline Street  
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT  
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS  
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: \_\_\_\_\_  
Lane Lynchard, Chairman  
Board of County Commissioners

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



# 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:** Janice Boone  
Housing Program Manager *J. Boone*

**THROUGH:** Beckie Cato

**DATE:** October 18, 2011

**SUBJECT:** SHIP Second Mortgage Subordination Request  
3875 Adams Drive, Milton, FL 32571

### RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$150,648.

### BACKGROUND:

SHIP Second Mortgage: \$10,000  
Recorded: 7/21/2008  
Purpose: Home Purchase Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 6.00% to 4.25%.  
Current monthly principal and interest: \$955  
Proposed monthly principal and interest: \$741

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

**Animal Services**  
Dominic Persichini  
Director

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

**Building Inspections & Code Compliance**  
John T. Tolbert  
Building Official

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

**Emergency Management**  
Sheryl Bracewell  
Director

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

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

6051 Old Bagdad Hwy, Ste 201  
Milton, FL 32583  
(850) 981-7075

**Veterans Services**  
Karen Haworth  
Director

6491 Caroline St, Ste 1  
Milton, FL 32570  
(850) 626-8724

**"One Team, One Goal, One Mission"**

AGENDA  
PUBLIC WORKS COMMITTEE

October 24, 2011

Chairman: Commissioner Salter

Vice Chairman: Commissioner Lynchard

1. Discussion of paving the following roads in District 5 at an estimated cost of \$112,071.00:

National Court  
Monument Court  
Calle Mio (east of Salamanca St.)  
Ranch Drive  
Water Oak Circle  
Camden Drive (from Elmdale St. to Kempton St.)  
Molino Street  
Courier Court  
Senate Court  
Congress Court  
Government Court  
Hondo Trail  
Anderson Avenue  
San Pedro Plaza  
Lubbock Road  
United Court  
Red Sage Road

2. Discussion of resurfacing the following roads in District 5 at an estimated cost of \$ 37,028.00:

Whisper Bay Blvd. (east-west segment on north end)  
Villa Woods Circle



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

Stephen Furman
Asst. Superintendent
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221

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

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



October 19, 2011

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

Dear Mr. Lynchard:

Please find listed below the estimated cost for paving the following dirt roads in District Five at an estimated cost of \$ 112,071.00:

Table with 2 columns: Road Name and Estimated Cost. Includes items like National Court (\$ 5,362.00), Monument Court (7,495.00), etc.

Sincerely,

Handwritten signature of Avis Whitfield

Avis Whitfield
Public Works Director

AW/lc



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

**Stephen Furman**  
Asst. Superintendent  
Road & Bridge Dept.  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221

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

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

October 19, 2011

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



Dear Mr. Lynchard:

Please find listed below the estimated cost for resurfacing the following roads in District Five at an estimated cost of \$ 37,028.00:

Whisper Bay Blvd. (east-west segment on north end)	\$ 13,608.00
Villa Woods Circle	23,420.00

Sincerely,

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

Avis Whitfield  
Public Works Director

AW/tt

# **BUDGET & FINANCIAL MANAGEMENT COMMITTEE**

Chairman: Commissioner Melvin  
Vice Chairman: Commissioner Cole

October 24, 2011

## **Bid Actions:**

- 1) Discussion of bids received for Housing Rehabilitation Project located at 6542 Don Christian Street. Low bidder meeting specifications is Kyser Siding & Construction, Inc. with a bid of \$31,750.
- 2) Discussion of bids received for Housing Rehabilitation Project located at 3237 Electra Drive. Low bidder meeting specifications is Kyser Siding & Construction, Inc. with a bid of \$15,000.
- 3) Discussion of bids received for road striping. Overall low bidder meeting specifications is Gulf Coast Traffic Engineers, Inc.

## **Budget:**

- 4) Discussion of bank loan quotes/rates received for Ski Watch Estates Canal Maintenance MSBU secured by Ski Watch Estates MSBU.
- 5) Discussion on purchase of two Dell servers at \$9,973.70 each from sole-source provider Wavenet Technologies below the State contract price. These are for the Emergency Communications Department.
- 6) **Budget Amendment 2012 – 013** in the amount of **\$8,500**. Funds temporary employees to cover absences in Animal Services from Reserve for Contingencies.
- 7) **Budget Amendment 2012 – 014** in the amount of **\$14,040**. Funds purchase of 4 sets of 5 row bleachers for Tiger Point Park from Dist. 5 Recreation Reserves.
- 8) **Budget Amendment 2012 – 015** in the amount of **\$11,602**. Recognizes EPA Environmental Justice Grant and allocates for expenditure.
- 9) **Budget Amendment 2012 – 016** in the amount of **\$203,837**. Recognizes remainder of 2010-2011 Defense Infrastructure Grant Award (DIG 11-08) for purchase of land or easements around Whiting Field.
- 10) **Budget Amendment 2012 – 017** in the amount of **\$37,605**. Carries forward unspent funds for permitting and final design of Bagdad Mill Site in Dist. 2 Capital Fund.

- 11) **Budget Amendment 2012 – 018** in the amount of **\$1,103,846**. Carries forward balance of ICP funds to complete replacement of countywide paging system (\$2,686); install canopy at central communication tower (\$175,308); and put \$925,852 into ICP Reserve account.
- 12) **Budget Amendment 2012 – 019** in the amount of **\$261,513**. Carries forward unspent SRC Boating Improvement Funds and allocates for Bal Alex Seawall (\$15,614); 2 docks at the Archie Glover Boat Ramp (\$12,000); a pier addition at the Bagdad Oyster Pile (\$3,000); and \$230,899 to Boating Improvement Fund Reserves.
- 13) **Budget Amendment 2012 – 020** in the amount of **\$128,754**. Carries forward E911 fund balances for previously authorized but uncompleted purchase of Intrado (Positron) Viper system upgrade in the E911 Program Fund.
- 14) **Budget Amendment 2012 – 021** in the amount of **\$26,517**. Recognizes prior year (FY 2011) unspent grant funds and allocates for expenditure.
- 15) **Budget Amendment 2012 – 022** in the amount of **\$9,615**. Recognizes FY 2012 CERT grant funds and allocates for expenditure.
- 16) **Budget Amendment 2012 – 023** in the amount of **\$98,755**. Recognizes prior year remaining Job Access and Reverse Commute (JARC) grant (\$18,762); current FY2012 JARC grant funds (\$60,000); advance transit ticket sales from Dec. 2010 – Sept. 2011 (\$855); and carries forward funds for expenditures.

**County Expenditure/Check Register:**

- 17) Recommend approval of County Expenditures / Check Register

1

**PROCUREMENT RECOMMENDATION**

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 6542 DON CHRISTIAN STREET, MILTON

2. **RESPONSIBLE OFFICE:** PLANNING DEPARTMENT

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

Major repairs to dwelling

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to replacement of damaged/rotten sub-flooring and install new flooring throughout; replace wall on chimney side of house; replace all windows; insulate attic to R-30 rating; insulate flooring to a R-15 rating; and install freestanding gas range.

5. **BIDDERS AND PRICES:**

A. Kyser Siding & Construction, Inc.	\$31,750.00
B. Joe Baker Construction, Inc.	\$33,450.00
C. Mike Motes Builders, Inc.	\$37,390.00
D. Northrop Homes & Construction, Inc.	\$42,415.00

**PROCUREMENT RECOMMENDATION**

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 3237 ELECTRA DRIVE, MILTON

2. **RESPONSIBLE OFFICE:** PLANNING DEPARTMENT

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

Major repairs to dwelling

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to installation of new roof; replacement of all vinyl and damaged/rotten wood soffit; replace all windows; insulate attic to R-30 rating; replace tub/shower unit and fixtures; and full inspection and repair/replace septic tank and/or field lines.

5. **BIDDERS AND PRICES:**

A. Kyser Siding & Construction, Inc.	\$15,000.00
B. Joe Baker Construction, Inc.	\$15,700.00
C. Northrop Homes & Construction, Inc.	\$16,500.00
D. Mike Motes Builders, Inc.	\$17,695.00

**PROCUREMENT RECOMMENDATION**

1. **PRODUCT/SERVICE:** ROAD STRIPING

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

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

Painted Traffic Striping and Thermoplastic Traffic Striping. Solid white lines, solid yellow lines, broken yellow lines, stop bars, cross walk lines, pavement messages, and arrows.

4. **SCOPE OF WORK:**

N/A

5. **BIDDERS:**

- A. Coastline Striping , Inc.
- B. Gulf Coast Traffic Engineers, Inc.
- C. Roadscape North Florida, Inc.

**BID OPENING  
October 18, 2011  
Milton, Florida**

Present: Procurement Officer; Budget Analyst II; Blair Crooke representing Gulf Coast Traffic Engineers, Inc.; Kim Spottswood representing Konica Minolta Business Solutions; Dennis Zylstra representing Coastline Striping, Inc.; Deborah Holland representing Sprint/Nextel; Anne Highstreet representing Copy Products Company; Holly Baker representing Joe Baker Construction, Inc.; Rick Phillips representing Northrop Home & Construction, Inc.; Tom Collins representing Santa Rosa County; Tom Kyser representing Kyser Siding & Construction, Inc.; Damon Watson & Michael \_ representing Ricoh Business Solutions; and Ron Tibbs representing SouthernLINC Wireless. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open request for proposals for Cellular services; and bids for Housing Rehab-3237 Electra Drive, Housing Rehab-6542 Don Christian Street, Road Striping, and 50 ppm Digital Copier. Requests for proposals and bids were received from the following:

**RFP-Cellular Services:**

- |                              |          |
|------------------------------|----------|
| 1. SouthernLINC Wireless     | Proposal |
| 2. Verizon Wireless          | Proposal |
| 3. Sprint Nextel Corporation | Proposal |

**Housing Rehab-3237 Electra Drive:**

- |  |             |
|--|-------------|
| 1. Kyser Siding & Construction, Inc.   | \$15,000.00 |
| 2. Joe Baker Construction, Inc.        | \$15,700.00 |
| 3. Northrop Homes & Construction, Inc. | \$16,500.00 |
| 4. Mike Motes Builders, Inc.           | \$17,695.00 |

**Housing Rehab-6542 Don Christian Street:**

- |  |             |
|--|-------------|
| 1. Kyser Siding & Construction, Inc.   | \$31,750.00 |
| 2. Joe Baker Construction, Inc.        | \$33,450.00 |
| 3. Mike Motes Builders, Inc.           | \$37,390.00 |
| 4. Northrop Homes & Construction, Inc. | \$42,415.00 |

**Road Striping:**

- |                                       |                 |
|---------------------------------------|-----------------|
| 1. Coastline Striping, Inc.           | Various Pricing |
| 2. Gulf Coast Traffic Engineers, Inc. | Various Pricing |
| 3. Roadscape North Florida, Inc.      | Various Pricing |

**50ppm Digital Copier:**

- |                                      |             |
|--------------------------------------|-------------|
| 1. Copy Products Company             | \$ 6,195.00 |
| 2. Ricoh Business Solutions          | \$ 6,295.00 |
| 3. Konica Minolta Business Solutions | \$ 9,364.00 |
| 4. Konica Minolta Business Solutions | \$12,238.00 |

**SPECIFICATIONS AND BID FORM  
PAINTED PAVEMENT MARKINGS**

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

Date 17 OCTOBER 2011

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for painted traffic stripes and markings located in Santa Rosa County.

Painted traffic stripes and marking work shall conform with the requirements of section 710 of the 2000 edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

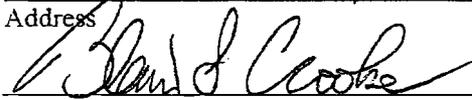
Solid White Line (Cost per mile)	\$ <u>750.00</u>
Solid Yellow Line (Cost per mile)	\$ <u>750.00</u>
Broken Yellow Line (Cost per mile)	\$ <u>650.00</u>
16' Stop Bars	\$ <u>60.00</u>
18' Stop Bars	\$ <u>65.00</u>
20' Stop Bars	\$ <u>70.00</u>
22' Stop Bars	\$ <u>75.00</u>

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

GULF COAST TRAFFIC ENGINEERS, INC  
Company

850-478-7006  
Telephone Number

8203 KIPLING ST., PENSACOLA, FL 32514  
Address

  
Representative Signature

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SPECIFICATIONS AND BID FORM**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**  
**2000 EDITION**

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

Date 17 OCTOBER 2011

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for thermoplastic traffic stripes and markings located in Santa Rosa County.

Thermoplastic traffic stripes and marking work shall conform with the requirements of section 711 of the 2000 edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder GULF COAST TRAFFIC ENGINEERS, INC  
8203 KIPLING ST., PENSACOLA, FL 32514

<b>Striping:</b>	6 Inch Edge Line	<u>.65</u>	Linear Foot
	6 Inch Solid Lane Line	<u>.65</u>	Linear Foot
	6 Inch Solid Yellow Line	<u>.65</u>	Linear Foot
	6 Inch Skip White	<u>.27</u>	Linear Foot
	6 Inch Skip Yellow	<u>.27</u>	Linear Foot
<b>Stop Lines:</b>	12 Inches	<u>3.50</u>	Linear Foot
	18 Inches	<u>4.75</u>	Linear Foot
	24 Inches	<u>5.25</u>	Linear Foot
<b>Crosswalk Lines:</b>	8 Inch	<u>2.75</u>	Linear Foot
	12 Inch	<u>3.50</u>	Linear Foot
	18 Inch	<u>4.75</u>	Linear Foot
	24 Inch	<u>5.25</u>	Linear Foot
<b>Pavement Messages:</b>	Stop	<u>80.00</u>	Each
	School	<u>120.00</u>	Each
	School Crossing	<u>90.00</u>	Each
	Ped X-ing	<u>90.00</u>	Each
	Only	<u>80.00</u>	Each
	R X R	<u>160.00</u>	Each
<b>Arrows:</b>	Left	<u>50.00</u>	Each
	Right	<u>50.00</u>	Each
	Straight	<u>50.00</u>	Each
	Combination	<u>70.00</u>	Each

SPECIFICATIONS AND BID FORM  
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS  
2000 EDITION

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE  
ACCEPTED.

GULF COAST TRAFFIC ENGINEERS, INC 8203 KIPLING ST. PENSACOLA, FL 32514  
Company Address

850-478-7066  
Telephone Number

*Blair J. Crooke*  
Representative Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFICATIONS AND BID FORM  
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS  
CURRENT EDITION

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

Date 17 OCTOBER 2011

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for thermoplastic traffic stripes and markings located in Santa Rosa County.

Thermoplastic traffic stripes and marking work shall conform with the requirements of section 711 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder GULF COAST TRAFFIC ENGINEERS, INC.  
8203 KIPLING ST., PENSACOLA, FL 32514

<b>Striping:</b>	6 Inch Edge Line	<u>.67</u>	Linear Foot
	6 Inch Solid Lane Line	<u>.67</u>	Linear Foot
	6 Inch Solid Yellow Line	<u>.67</u>	Linear Foot
	6 Inch Skip White	<u>.29</u>	Linear Foot
	6 Inch Skip Yellow	<u>.29</u>	Linear Foot
<b>Stop Lines:</b>	12 Inches	<u>3.50</u>	Linear Foot
	18 Inches	<u>4.75</u>	Linear Foot
	24 Inches	<u>5.25</u>	Linear Foot
<b>Crosswalk Lines:</b>	8 Inch	<u>2.75</u>	Linear Foot
	12 Inch	<u>3.50</u>	Linear Foot
	18 Inch	<u>4.75</u>	Linear Foot
	24 Inch	<u>5.25</u>	Linear Foot
<b>Pavement Messages:</b>	Stop	<u>80.00</u>	Each
	School	<u>120.00</u>	Each
	School Crossing	<u>90.00</u>	Each
	Ped X-ing	<u>90.00</u>	Each
	Only	<u>80.00</u>	Each
	R X R	<u>160.00</u>	Each
<b>Arrows:</b>	Left	<u>50.00</u>	Each
	Right	<u>50.00</u>	Each
	Straight	<u>50.00</u>	Each
	Combination	<u>70.00</u>	Each



**SPECIFICATIONS AND BID FORM  
RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS  
ADHESIVE**

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

Date 17 OCTOBER 2011

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for Raised Retro-Reflective pavement markers and Bituminous Adhesive located in Santa Rosa County.

Raised Retro-Reflective pavement markers and Bituminous Adhesive work shall conform with the requirements of section 706 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Raised Retro-Reflective pavement markers shall be spaced by road type and condition, or as specified by the Public works Director or his designee. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder GULF COAST TRAFFIC ENGINEERS, INC.  
8203 KIPLING ST., PENSACOLA, FL 32514

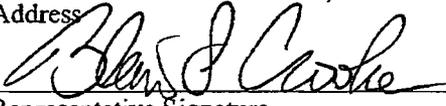
Raised Retro-Reflective Pavement Markers (Installed): 3.75 Each

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

GULF COAST TRAFFIC ENGINEERS, INC  
Company

850-478-7066  
Telephone Number

8203 KIPLING ST., PENSACOLA, FL 32514  
Address

  
Representative Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to BOARD OF COUNTY COMMISSIONERS  
OF SANTA ROSA COUNTY, FL by  
(print individual's name and title)  
BLAIR S. CROCKE PRESIDENT for  
(print name of entity submitting sworn statement)  
GULF COAST TRAFFIC ENGINEERS, INC. whose  
business address is 8203 KIPLING STREET, PENSACOLA, FL 32514  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-1104811 . If the entity has no FEIN, include the  
Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Blair S. Crocke (Signature)

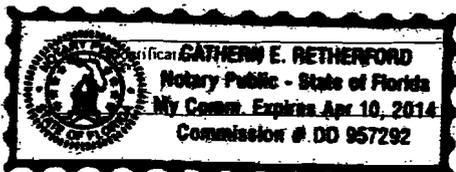
Sworn to and subscribed before me this 17 day of OCTOBER, 2011

Personally known

Catherin E Retherford  
Notary Public - State of FLORIDA

or Produced identification \_\_\_\_\_

My commission expires 04-10-14



(Printed, typed, or stamped commissioned name of notary public.)

Results of RFQ for Ski Watch Canal MSBU  
BQ/Tax-Exempt 10-year loan  
\$268,350

4

Bank	Interest Rate	Total Interest Payment	Bank Fees & Charges	Total with Charges	Notes
BB&T	2.56%	\$ 36,665.90	\$ 2,500	\$ 39,166	Bank Counsel Fees
Hancock	2.79%	\$ 40,102.06	\$ 2,500	\$ 42,602	Bank Counsel Fees
SunTrust	3.24%	\$ 46,892.08	\$ -	\$ 46,892	no other fees

5

Joel Haniford

From: Val Jarvis  
Sent: Tuesday, October 18, 2011 2:03 PM  
To: Joel Haniford  
Cc: Aleta Floyd; Sheryl Bracewell  
Subject: servers  
Attachments: Quote7777.pdf

Wavenet will be the sole provider of the DELL servers requested at a total of \$19,947.70. Please see attached quote.

*2 servers @ \$9,973.70 each*

Thanks,  
Val Jarvis  
IS/GIS Supervisor  
Santa Rosa County BOCC Computer Dept.  
(850) 983-1844 phone  
(850) 983-1861 fax  
Visit our website at: <http://www.santarosa.fl.gov/>

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*Discussion on purchase of two Dell servers @ \$9,973.70 each from sole-source provider Wavenet Technologies below the State contract price. These are for the Emergency Communications Dept.*



**WAVEnet Technologies, Inc.**  
 Phone: 850-439-0090  
 Fax: 850-439-0070  
 106 East Gregory St  
 Pensacola, FL 32502

**Quote**  
 No.: **7777**  
 Date: 9/1/2011

Prepared for:  
 Aleta Floyd (850) 983-1841  
 Santa Rosa County, Board of County Commissioners  
 6495 Caroline Street Suite L  
 Milton, FL 32570 U.S.A.

Prepared by: Nigel Los  
 Account No.: 4249  
 Phone: (850) 983-1876

Quantity	Item ID	Description	UOM	Sell	Total
<b>State of Florida Contract: 250-000-09-1</b>					
1	R200-1120402W	UCS C200 M2 SVR W/ 1P/S DVD W/O CPU MEM HD	EA	\$1,572.13	\$1,572.13
1	R2XX-G31032RAIL=	G3 STRONGER RAIL KIT FOR UCS200 210 RACK SVR	EA	\$126.10	\$126.10
12	N01-M308GB2-L=	8GB DDR3-1333MHZ RDIMM PC3-10600 DUAL RANK LVD	EA	\$269.54	\$3,234.48
1	R2X0-PSU2-650W-SB=	650W P/S W/ 5A STANDBY FOR UCS C200 OR C210	EA	\$253.34	\$253.34
1	R2X0-ML002=	LST1064E4PTSAS3.0GRAID 1E CONTRL MEZZANINE CARD	EA	\$127.26	\$127.26
2	R200-D300GB03=	GEN 2 300GB SAS 15K	EA	\$404.89	\$809.78
2	A01-X0117	Intel Xeon X5675 3.06GHz/6c/95W/12MB cache/DDR3 1333MHz2	EA	\$1,732.93	\$3,465.86
1	CON-UCS7-R200W	UC SUP 24X7X40S UCSC200 M2SVR 1PSU DVD W/O CPUMEM	EA	\$384.75	\$384.75

**Your Price:**                       
**Total:**                       
**\$9,973.70**

Prices are firm until 10/1/2011 Terms:

**Quoted by:** Nigel Los, nigel.los@tig.com

**Date:** 9/1/2011

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

- A) Terms are Net 30 on Approved Credit, otherwise COD
- B) Tax is not included. A 15% restocking fee applies to all returned merchandise, changed or cancelled
- C) Installation of products will be scheduled based on availability of products
- D) Expedite fees & and overnight shipping are not included, but are available

6

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: October 17, 2011

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	9001 – 599001	Reserves for Contingency	(\$ 8,500)
To:	2500 – 534001	Other Contractual Services	\$ 8,500

**State reason for this request:**

Funds temporary employees to cover absences in Animal Services from Reserve for Contingencies.

**Requested by Tony Gomillion/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-013

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Joel Haniford

---

From: DeVann Cook  
Sent: Tuesday, October 18, 2011 10:55 AM  
To: Joel Haniford  
Cc: Tony Gomillion; Dominic Persichini  
Subject: Landrum

Joel,

Please make a budget amendment of \$8500.00, for Animal Services temporary employees. They currently have one employee out on extended FMLA leave and one out on workers' compensation.

DeVann

---

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2500-534001      \$ 8,500  
9001-599001      <8,500>

7

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: October 17, 2011

FROM: **District 5 Capital Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 315:	2325 – 599001	Dist. 5 – Recreation Reserves	(\$ 14,040)
	2325 – 59100001	To General Fund	\$ 14,040
Fund 101:	001 – 3810004	From Dist. 5 Capital Fund	\$ 14,040
	2600 – 552001	Operating Supplies	\$ 14,040

**State reason for this request:**

Funds purchase of 4 sets of 5 row bleachers for Tiger Point Park from Dist. 5 Recreation Reserves.

**Requested by Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-014**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

**Diane Ebentheuer**

2012-014

**From:** Tammy Simmons  
**Sent:** Thursday, October 13, 2011 4:45 PM  
**To:** Joel Haniford  
**Cc:** Diane Ebentheuer  
**Subject:** Need budget amendment from Dist 5 Rec Funds

Need a budget amendment in the amount of \$14,040 to purchase 4 sets of 5 row x 21' bleachers for Tiger Point Park.

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

2600-552001

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8

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: October 17, 2011

FROM: **Planning & Zoning**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 33190013	EPA Environmental Justice Grant	\$ 11,602
To:	3300 – 549001	Other Current Charges	\$ 11,602

**State reason for this request:**

Recognizes EPA Environmental Justice Grant and allocates for expenditure.

**Requested by Paul Miller/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-015**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

Joel Haniford

2012-015

**From:** Joel Haniford  
**Sent:** Thursday, October 13, 2011 1:29 PM  
**To:** Paul Miller; Lydia McConnell; Beckie Cato; Clerk's Office - Karen Wheeler  
**Subject:** RE: Finance Account

I'll put this on next meeting's agenda as a budget amendment:

001 – 33190013	EPA Environmental Justice Grant	<del>\$11,982</del> 11,602
3300 – 549001	Other Current Charges	<del>\$11,982</del> 11,602

It has to be a Board Approved Budget Amendment.

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

**From:** Paul Miller  
**Sent:** Thursday, October 13, 2011 1:26 PM  
**To:** Lydia McConnell; Joel Haniford; Beckie Cato; Clerk's Office - Karen Wheeler  
**Subject:** RE: Finance Account

The original amount of the overall grant (001-510-513-3300-3300) was \$24,982.00 with \$11,982.00 allotted for 549001 (Other Current Charges). The remaining \$13,000 was used for a GIS analysis project which has completed in the summer of 2011.

*Paul F. Miller, AICP*  
Planner III  
PH: 981-7078  
Fax: 981-7099

How is our customer service?  
<http://www.santarosa.fl.gov/customerservice/survey.html>

---

**From:** Lydia McConnell  
**Sent:** Thursday, October 13, 2011 1:16 PM  
**To:** Joel Haniford; Beckie Cato; Clerk's Office - Karen Wheeler; Paul Miller  
**Subject:** RE: Finance Account

Paul will be able to provide with the original amount, but the ending balance was \$11,982.00 as of Sept 30th.

Lydia McConnell  
Santa Rosa County Development Services  
(850) 981-7060

---

**From:** Joel Haniford  
**Sent:** Thursday, October 13, 2011 1:12 PM

# 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: October 17, 2011

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 – 3342003	FL Defense Infrastructure Grant	\$ 203,837
To:	4011 – 5610011	DIG Land Acquisition	\$ 203,837

**State reason for this request:**

Recognizes remainder of 2010-2011 Defense Infrastructure Grant Award (DIG 11-08) for purchase of land or easements around Whiting Field.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-016**

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

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

**BUDGET DIRECTOR**

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

2012-016

**Diane Ebentheuer**

**From:** Sheila Harris  
**Sent:** Friday, October 07, 2011 9:10 AM  
**To:** Joel Haniford  
**Cc:** Diane Ebentheuer

**Subject:** Budget Amendment Request - DIG Grant Rollover

Please carry forward unspent budget authorization as listed below associated with the 2010- 2011 Defense Infrastructure Grant.

From:	104 - 3342003	Defense Infrastructure Grant	\$ 203,837
From:	4011 - 5610011	DIG Land Acquisition	\$ 203,837

Recognizes remainder of 2010-2011 Defense Infrastructure Grant Award (DIG 11-08) in the amount of \$203,837 to purchase land or obtain restrictive easements around Whiting Field as identified in the Joint Land Use Study (JLUS) agreement.

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](mailto:sheilah@santarosa.fl.gov)

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10

## 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: October 17, 2011

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	312 – 3990001	Cash Carried Forward	\$ 37,605
To:	2322 – 5630034	Bagdad Mill Site Improvements	\$ 37,605

**State reason for this request:**

Carries forward unspent funds for permitting and final design of Bagdad Mill Site in Dist. 2 Capital Fund.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-017**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.

ATTESTED:

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

\_\_\_\_\_  
CHAIRMAN

**Diane Ebentheuer**

2012-017

**From:** Sheila Harris  
**Sent:** Friday, October 07, 2011 9:07 AM  
**To:** Joel Haniford  
**Cc:** Diane Ebentheuer; Tammy Simmons  
**Subject:** Budget Amendment Request - Rollover Bagdad Mill Site Permitting Contract

Joel,

Please process the following Budget Amendment Request

312 - 3990001	Cash Carried Forward	\$ 37,605
2322 - 5630034	Bagdad Mill Site Improvements	\$ 37,605

Carries forward unspent authorized funds (BA 2011-120) associated with permitting and final design contract for the Bagdad Mill Site.

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](mailto:sheilah@santarosa.fl.gov)

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11

# 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: October 18, 2011

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990003	ICP - Cash Carried Forward	\$ 1,103,846
To:	3410 – 5340026	Other Contracts	\$ 2,686
	3410 – 5640012	Machinery/Equipment – ICP	\$ 175,308
	9001 – 5990013	ICP – Reserves	\$ 925,852

**State reason for this request:**

Carries forward balance of ICP funds to complete replacement of countywide paging system (\$2,686); install canopy at central communication tower (\$175,308); and put \$925,852 into ICP Reserve account.

**Requested by Sheryl Bracewell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-018**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of **October, 2011.**

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

12

# 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: October 18, 2011

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990002	Bal. Forward Boating Improvements	\$ 261,513
To:	2600 – 5460028	Repair/Maint. Seawalls	\$ 15,614
	2600 – 552001	Operating Supplies	\$ 15,000
	9001 – 5990012	Florida Boating Improvements – Reserves	\$ 230,899

**State reason for this request:**

Carries forward unspent SRC Boating Improvement Funds and allocates for Bal Alex Seawall (\$15,614); 2 docks at the Archie Glover Boat Ramp (\$12,000); a pier addition at the Bagdad Oyster Pile (\$3,000); and the remainder to Boating Improvement Fund Reserves.

**Requested by Avis Whitfield/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-019

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Joel Haniford

2012-019

From: Tammy Simmons  
Sent: Monday, October 17, 2011 3:08 PM  
To: Joel Haniford  
Cc: Avis Whitfield  
Subject: FW: Boating Improvement Fund Projects for FY2011

Need 2012 budget amendment for Bal Alex Seawall \$15,613.50 and ~~Navarre Park Pier \$5,159.31~~ to complete these two projects.

② 2600-5460028

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

From: Tammy Simmons  
Sent: Monday, October 17, 2011 2:23 PM  
To: Avis Whitfield  
Subject: RE: Boating Improvement Fund Projects for FY2011

2011-005 FBIP Reserves - Marquis Basin \$900 put in Parks Budget 5460027: \$0 remaining.

2011-014 FBIP GF - "No Wake" \$7,500 put in Parks Budget 534001: \$0 remaining.

2011-028 FBIP Grant - Dredging Archie Glover Channel \$76,854 in Parks 5460026: According to what the expenditure report says there is \$8,495.83 left.

2011-038 FBIP Reserves - Marquis Basin \$1,000 put in Parks Budget 5460027: \$429.01 remaining.

2011-110 FBIP Reserves - Purchase Chum Springs \$127,950 put in 0013-561001 & Construct Boat Ramp \$200,353 put in 2100-563001: Best I can tell is we have \$2,000 left in 0013-561001 and the total amount in construction \$200,353; however, you may want to check with finance as I don't get a copy of invoices when someone else signs them and this is all I have been able to find in finance records.

2011-146 FBIP Reserves - Bal Alex Seawall \$29,036 put in Parks Budget 2460028: \$15,613.50 left.

2011-147 Dist IV Reserve - Navarre Park Pier \$51,587 put in 2624-546001: \$5,159.31 left.

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

From: Avis Whitfield

Joel Haniford

---

From: Avis Whitfield  
Sent: Tuesday, October 18, 2011 1:14 PM  
To: Joel Haniford  
Cc: Tammy Simmons  
Subject: BA request

Joel,

At the August 11, 2011 BOCC meeting, the Board approved construction of two docks at the Archie Glover Boat Ramp at a total estimated cost of \$12,000.00 to be funded from Boater Registration Fees. Therefore, I request a Budget Amendment to move those funds into the appropriate account in the Parks Budget. (2600) - ~~552001~~

*2600-552001*

Thanks,

Avis Whitfield  
Director  
Santa Rosa County Public Works

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

Joel Haniford

---

From: Avis Whitfield  
Sent: Tuesday, October 18, 2011 2:24 PM  
To: Joel Haniford  
Cc: Tammy Simmons  
Subject: BA request

Joel,

At the recommendation of the Marine Advisory Committee, Mr. Walker has authorized the construction of a pier addition at the Bagdad Oyster Pile Boat Ramp at a total estimated cost of \$3,000.00 to be funded from Boater Registration Fees. Therefore, I request a Budget Amendment to move those funds into 2600-~~552001~~7. (Parks Budget- ~~Repair/Maintenance Boat Ramp~~)

*552001*

*Operating Supplies*

Thanks,

Avis Whitfield  
Director  
Santa Rosa County Public Works

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

13

# 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: October 18, 2011

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:	105 – 3990001	Cash Carried Forward	\$ 128,754
To:	3420 – 564001	Machinery/Equipment	\$ 117,884
	3420 – 568001	Intangible Assets	\$ 10,870

**State reason for this request:**

Carries forward E911 fund balances for previously authorized but uncompleted purchase of Intrado (Positron) Viper system upgrade in the E911 Program Fund.

**Requested by Sheryl Bracewell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-020

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

14

# 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: October 18, 2011

FROM: **Grants 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 - 3312007	Homeland Security-HSGP	\$ 9,012
	104 - 33120061	CERT Grant	\$ 6,162
	104 - 33120062	Citizen Corp Grant	\$ 3,848
	104 - 3346902	EMS Award Program	\$ 7,495
To:	3403 - 5340051	Homeland Security	\$ 9,012
	6420 - 5520030	Operating Supplies - CERT	\$ 6,162
	6420 - 5520029	Operating Supplies - CC	\$ 3,848
	2201 - 5340016	EMS Grant	\$ 7,495

**State reason for this request:**

Recognizes prior year (FY 2011) unspent grant funds and allocates for expenditure.

**Requested by Sheryl Bracewell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-021

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

15

# 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: October 18, 2011

FROM: **Grants 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 – 33120061	CERT Grant	\$ 9,615
To:	6420 – 5520030	Operating Supplies – CERT	\$ 9,615

**State reason for this request:**

Recognizes FY 2012 CERT grant funds and allocates for expenditure.

**Requested by Sheryl Bracewell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-022

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

16

# 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: October 19, 2011

FROM: **Grants 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 – 3314102	Job Access / Reverse Commute Grant	\$ 78,762
	104 – 3443001	SRC Transit Ticket Sales	\$ 855
	104 – 3990001	Cash Carried Forward	\$ 19,138
To:	0790 – 534001	Other Contract Services	\$ 98,755

**State reason for this request:**

Recognizes prior year remaining Job Access and Reverse Commute (JARC) grant (\$18,762); current FY2012 JARC grant funds (\$60,000); advance transit ticket sales from Dec. 2010 – Sept. 2011 (\$855); and carries forward funds for expenditures.

**Requested by Nancy Model/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-023**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/24/2011

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 27<sup>th</sup> day Of October, 2011.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

2012-023

### Budget Modification Request

FROM: Nancy Model, Transportation Planner  
VIA: Beckie Cato, Planning Director  
TO: Budget Director  
SUBJ: Highway 90 Transit Program

1. Below are amounts for the new budget year:

From	104-3314102	Job Access and Reverse Commute Grant	\$ 78,762
	104-3990001	Cash Carried Forward	19,138
	104-3443001	Advance Ticket Sales Dec 10 – Sept 11	855
		Total	\$ 98,755

To	0790-534001	Other Contract Services	\$ 98,755
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2. Reason for the request:

Recognizes (\$18,762) remaining Job Access and Reverse Commute (JARC) grant from prior year, (\$60,000) new JARC grant funds added with this amendment, (\$19,138) cash remaining from the prior year, and (\$855) advance ticket sales receipts received prior year.

3. Prior year reimbursement not yet received from the JARC grant is \$8,806 and will be noted for deposit to FY 2011 when it arrives.