

May 26, 2015

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Economic Development and Tourism Update by Shannon Ogletree and Julie Morgan.
2. Discussion of research agreement with University of West Florida for Northwest Florida Assets Valuation and Marketing Support Program for Military Spouse Technical Skills Inventory.
3. Discussion of soliciting proposals for sale of two acre parcel in the Santa Rosa Industrial Park facilitating expansion of existing company.

No support documentation for this agenda item.

April 29 2015

Shannon Ogletree  
Executive Director, Office of Economic Development, Santa Rosa County  
6491 Caroline St.  
Milton, FL 32570

**Re: Santa Rosa County Military Spouse Skills Inventory Survey**

Dear Mr. Ogletree

It is my pleasure to inform you that your application for Santa Rosa County ("Sponsor") to qualify for participation in the Northwest Florida Asset Valuation and Marketing Support ("NWFL-AVMS") Program is *approved*. This approval is based on your application that was determined eligible and complete by the NWFL-AVMS Program Evaluation Committee.

This letter serves as OEDE's *Letter of Certification* approving Sponsor's application. Sponsor will receive a maximum award of \$11,250 from the NWFL-AVMS Program, administered by OEDE, which will fund the development, administration, and analysis of a survey documenting the technical skills possessed by military spouses residing in Santa Rosa County, Florida (the "Project") by UWF faculty, staff, and students. This award is contingent upon the availability of funding and upon the commitment of Cash Support, which is monies paid directly to UWF in support of the Project, from Sponsor equal to the NWFL-AVMS Program Award detailed above.

To complete Sponsor's certification for the Project, a performance-based research agreement (the "Agreement") must be executed between UWF and Sponsor within sixty (60) days from the date of this award letter. That agreement, which will govern the method and schedule of payment, use of funds, deliverables, and other requirements for projects funded under the NWFL-AVMS Program, will be sent to you under separate cover.

If you require further documentation or have any other questions concerning the enclosed, please do not hesitate to contact me by email at [bharris@uwf.edu](mailto:bharris@uwf.edu) or by phone at (850) 698-2107.

Sincerely,



Brice F. Harris, Ph. D.  
Director, Strategic Initiatives

# NORTHWEST FLORIDA ASSET VALUATION AND MARKETING SUPPORT PROGRAM

## RESEARCH AGREEMENT # \_\_\_\_\_

**This Agreement** is entered into by and between Santa Rosa County (the “County”) and the University of West Florida, for and on behalf of its Board of Trustees, a public body corporate, a Florida public post-secondary educational institution (the “University”), collectively referred to as “Parties.”

### ARTICLE 1-GENERAL STATEMENT

- A. Research Efforts: The University shall make all reasonable efforts to perform the scope of work outlined in Appendix A of this Agreement (the “Project”).
- B. Principal Investigator: The Principal Investigator (“PI”) is listed in Appendix D of this Agreement and is responsible for performance of the Project on behalf of University. If the PI ceases to serve as PI for any reason, the University shall promptly notify the Sponsor, and the University and the Sponsor shall use good faith efforts to identify a mutually acceptable replacement within sixty (60) days, failing which the University or the Sponsor may terminate this Agreement.
- C. Contact Information: Contact information for the NWFL-AVMS Program Director, the Technical, Administrative and Financial Points of Contact for Sponsors and the University, and other necessary information is set forth in Appendix D of this Agreement.

### ARTICLE 2-PERIOD OF PERFORMANCE

This Agreement shall be effective as of April 1, 2015 and shall not extend beyond July 30, 2015, unless extended by modification of this Agreement. University staff will be available for follow up consultation and assistance to Sponsors regarding project deliverables through the ending date of this Agreement at no additional cost. Continuing support and assistance for additional periods will be provided only if the amount and scope of work is modified by amendment to this Agreement.

### ARTICLE 3-DELIVERABLES; FINANCIAL SUPPORT

- A. Deliverables: All information concerning deliverables required of the University is laid out in the Deliverables/Payment Schedule presented in Appendix B of this Agreement.
- B. Sponsor Contributions: This is a Fixed Price Agreement. In accordance with **NWFL-AVMS Program Guidelines**<sup>1</sup>, the Sponsor shall provide the University with eleven thousand two hundred and fifty (\$11,250) in Cash Support and zero dollars (\$0) in Match, for total Sponsor Contributions of eleven thousand two hundred and fifty dollars (\$11,250), for and in consideration of the University’s work on the Project under this Agreement.

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<sup>1</sup>The **NWFL-AVMS Program Guidelines** (the “Guidelines”) require that the Sponsor provide at least \$1 in **Cash Support**, which is money paid directly to University in support of the Project, for every \$1 provided in NWFL-AVMS Program Award. In addition, contributions of **Match** from the Sponsor, such as staff time, lab/equipment usage, and any other project support that is not money paid directly to University are *strongly encouraged* but not required.

C. NWFL-AVMS Program Award: In accordance with the Guidelines, the University will provide \$1 in NWFL-AVMS Program Award for every \$1 the Sponsor provides in Sponsor Cash Support, not to exceed eleven thousand two hundred and fifty dollars (\$11,250) in connection with the Project. The University will utilize the NWFL-AVMS Program Award for research efforts associated with the Project as set forth herein.

D. Payments:

- i. Sponsor Contributions: The Sponsor Contributions shall be supplied to University according to the Deliverables/Payment Schedule presented in Appendix B of this Agreement.
- ii. NWFL-AVMS Program Award: The University shall make the NWFL-AVMS Program Award available to pay for research efforts associated with the Project according to the Deliverables/Payment Schedule presented in Appendix B of this Agreement.

E. Billing Address: Sponsor shall remit payments to:

University of West Florida  
Accounts Receivable Manager  
Financial Services

11000 University Parkway, Bldg. 20E, Pensacola, FL 32514

#### **ARTICLE 4-ADMINISTRATIVE CONSIDERATION**

The University will apply moneys provided by each Sponsor and derived from the NWFL-AVMS Program Award on a pro-rata basis throughout the performance period of this Agreement.

#### **ARTICLE 5-ADMINISTRATIVE PERSONNEL**

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement should be directed to the appropriate Party's Administrative Point of Contact. Any changes made to this Agreement require the written approval of each Party's Authorized Official.

#### **ARTICLE 6-TRAVEL**

The University shall submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes or University Policy, as applicable.

#### **ARTICLE 7-AUDIT**

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency and the audit requirements of both the Sponsor and the University. University will permit the Sponsor's auditors, other knowledgeable staff, or auditors engaged by the Sponsor, whichever is appropriate, to have access to records and financial statements as necessary to comply with 2 CFR 200 Chapter I, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (supersedes OMB Circular A-133) ("2 CFR 200"). The University will make available upon request a copy of their latest annual audit report and management

response to findings or its equivalent. The University shall submit bills for fees or other compensation for services or expenses in detail sufficient for proper pre-audit and post-audit thereof.

#### **ARTICLE 8-TERMINATION**

Any Party may terminate this Agreement for cause or for convenience upon thirty (30) days written notification to the other. In the event of termination, all non-cancellable costs properly incurred during the performance of the work contemplated by this Agreement shall be paid by both the NWFL-AVMS Program Award and the Sponsor Contributions on a pro-rata basis.

#### **ARTICLE 9-MODIFICATIONS**

Modifications to this Agreement may be made only in writing by authorized signatories of both Parties.

#### **ARTICLE 10-GOVERNING LAW/VENUE**

This Agreement is governed according to the laws of the State of Florida and the Parties stipulate that venue for any action of proceeding relating to the subject matter of this Agreement shall be in State Courts of Escambia County.

#### **ARTICLE 11-DISCLOSURE**

The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either Party fails to abide by any applicable provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy, terminate this Agreement.

#### **ARTICLE 12-INTELLECTUAL PROPERTY; PUBLICATIONS; CONFIDENTIAL INFORMATION**

- A. Intellectual Property Ownership and Use: The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. All persons who perform any part of the work under this Agreement and who may be reasonable expected to develop intellectual property, including screening compounds or materials synthesized, must be covered by this Agreement. The Sponsor is granted a royalty-free, non-exclusive license to use and distribute reports furnished to the Sponsor hereunder (the "Work Product") without modification. The University's ownership of copyright shall be properly attributed. The Sponsor may not grant others the right to use Work Product or underlying information and data without written permission from the University.
  
- B. Background Intellectual Property: The Parties agree that any existing Background Intellectual Property and/or inventions and technologies of the Sponsor or the University existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. No Party shall acquire any claims to or rights in any background Intellectual Property and/or technologies in existence prior to the execution date of this Agreement. Otherwise, as used herein, "Background Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or un-patentable, copyrightable or un-copyrightable, including but not limited to mask works, computer software (both object and source code), database and works of authorship, which were in existence, prior to the execution date of this

Agreement or which are proprietary in nature. For the purposes of this Article, the “making” of inventions shall be governed in accordance with 35 USC Section 101 et seq.

- C. Publications: The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as “This Project was supported by Santa Rosa County through the University of West Florida.”
- D. Confidential Information: Should it be necessary for either Party to receive confidential information, the disclosing Party agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing and clearly mark as confidential, within thirty (30) days of oral disclosure. The receiving Party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. The disclosing Party’s Technical Point of Contact is responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the Authorized Official of the Receiving Party for execution (available from the University’s Office of Research and Sponsored Programs).

### **ARTICLE 13-FORCE MAJEURE**

The University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University’s reasonable control, determined in the University’s discretion, including, but not limited to: strikes, lockouts, actions or inactions of governmental authorities, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornadoes, acts of God or default of common carrier.

### **ARTICLE 14-NONDISCRIMINATION**

The University agrees that no person will, on the basis of age, ethnicity, race, religious belief, disability, national origin or sex, including gender or gender identity, be excluded from participating in, be refused the benefits of, or be otherwise subjected to discrimination by the operation of the NWFL-AVMS Program.

### **ARTICLE 15-TAXES, FEES AND PERMITS**

The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

### **ARTICLE 16-PUBLIC RECORDS**

The Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted by Florida law. Refusal by the Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

### **ARTICLE 17-INSURANCE**

The University shall maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. The University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers’ compensation insurance as required by law. The University will furnish evidence of such insurance upon request (copies of certificates of coverage are available upon request from University’s Office of Research and Sponsored Programs).

## **ARTICLE 18-LIMITATION OF LIABILITY**

In the performance of research, the University shall use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, express or implied, are made. In no event shall the University or its employees be liable (in contract or tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Agreement. Further, the University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Agreement. In no event shall the University's liability to the Sponsor for any reason exceed the dollar amount of this Agreement. The Parties recognize and acknowledge the University is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of Section 768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: a) denying the University or other state entity any remedy or defense available under the laws of the State, b) the consent of the University to be sued, or c) a waiver of sovereign immunity of the University or other entity of the State beyond the waiver provided in Section 768.28, Florida Statutes.

## **ARTICLE 19-ENCUMBRANCE**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the Parties without the prior written consent of the other Party. However, this Agreement shall run with the Parties hereto and their successors.

## **ARTICLE 20-HEADINGS**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only and no heading or subtitle shall modify or be used to interpret the text of any sections.

## **ARTICLE 21-SURVIVAL**

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive of this Agreement.

## **ARTICLE 22-INTERPRETATION; CLARIFICATION; DRAFTING PARTY**

- A. Interpretation: For the purposes of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include the persons or entities succeeding to their respective functions and capacities.
- B. Clarification: If a Party discovers any material discrepancy, deficiency, or ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other and request clarification or the interpretation of such provisions.
- C. Drafting Party: This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

## **ARTICLE 23-SEVERABILITY**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion of provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

## **ARTICLE 24-FURTHER DOCUMENTS**

The Parties shall execute and deliver all documents and perform further actions that may be reasonable necessary to effectuate the provisions of this Agreement.

## **ARTICLE 25-NO WAIVER**

The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of any Party's right to thereafter enforce the same in accordance with this Agreement.

## **ARTICLE 26-ENTIRE AGREEMENT**

This instrument constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, correspondence, documents, or materials with respect to that subject matter.

## **ARTICLE 27-AUTHORITY**

Each person signing on behalf of the Parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such Party and that this Agreement will constitute a legal and binding obligation of such Party.

## **ARTICLE 28-INDEPENDENT CONTRACTOR STATUS**

Each of the Parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one Party as employees or agents of another Party.

**ARTICLE 29-ENDORSEMENTS**

**The Parties** have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

UNIVERSITY OF WEST FLORIDA

SANTA ROSA COUNTY

\_\_\_\_\_  
Richard S. Podemski, Ph.D.  
Associate Vice President for Research

\_\_\_\_\_  
Authorized Signature  
Title:

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Approved for form and Legality

\_\_\_\_\_  
Date

\_\_\_\_\_  
University Counsel

\_\_\_\_\_  
Witnesses:

\_\_\_\_\_  
Witnesses:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

List of Exhibits:

- A. Research/Scope of Work
- B. Deliverables/Payment Schedule
- C. Award Letter
- D. Contact Information

# EXHIBIT A

## RESEARCH/SCOPE OF WORK

### **Abstract:**

The study is designed to obtain workforce participation rates and skill sets for spouses of military members stationed in Santa Rosa County, FL. Results will be used to identify and quantify this potential "hidden workforce" in order to assist economic developers and other stakeholders in identifying potential workforce matches with new and existing employers. Results will also be used to potentially assist military spouses in obtaining employment opportunities.

### **Description of the Project:**

The need for qualified labor is one of the most critical issues facing the Santa Rosa business community. The quality and size of the labor force are often cited as the most important factors in a business relocation decision. Businesses will not remain in or move to locations that cannot provide a labor force possessing the skills that they require. Economic development professionals need current and appropriate information on which to develop sound programmatic efforts to service existing industries, attract new industries, and to exploit underdeveloped workforce potential.

In June 2003, the Haas Center completed a study of the skill sets of military spouses residing in Santa Rosa County. The study also looked the skill sets of military veterans in the county. More recently, the Haas Center completed an analysis of the skills sets of separated military members in the five county Northwest Florida region with an emphasis on those skills desired by current and future Santa Rosa County industries.

The objective of the proposed work is to again document the technical skills possessed by military spouse population that reside in the area. This skills inventory will allow Santa Rosa County to describe the education and job skills of this potential workforce to aviation and other industries, thereby encouraging their relocation to this area. This inventory will include secondary data and information derived by surveying the population of military spouses living in the area. This military spouse survey will determine basic demographics such as time in the community, status as to permanent or seasonal resident, age, gender, and education. The survey will ascertain current employment status and availability for employment. It will identify occupations in which the military spouses reskilled or experienced as well as transferable skills that will be attractive to industry. It will also ascertain willingness to undergo training for employment.

### **Objectives of the Study**

1. To determine present employment status and availability for or interest in employment
2. To determine the occupations in which the military spouse workforce is skilled or experienced
3. To determine transferable skills attractive to employers that military spouses possess
4. To assess the proportion of the military spouse workforce that has skills that are not being utilized
5. To determine the respondents willingness to undergo training for employment in a new job
6. To obtain demographics characteristics of the military spouse population including time in the community, status as to permanent or seasonal resident, age, gender, and education

**Scope of Work**

The Haas Center will develop, administer and analyze a survey instrument to obtain the information described above with a target response of 300 surveys from military spouses. Upon completion of the survey, the Haas Center will begin data tabulation and analysis with results produced in a final report due by June 15, 2015. The Haas Center will be available for follow up support until August 7, 2015.

DRAFT

## EXHIBIT B

### DELIVERABLES/PAYMENT SCHEDULE

As soon as possible following execution of this Agreement, the University shall submit the following to the County and the NWFL-AVMS Program Director:

1. An invoice to the County requesting immediate payment to UWF of \$5,625 in Cash Support
2. An invoice to the NWFL-AVMS Program Director requesting that \$5,625 of the NWFL-AVMS Program Award be made available Haas Center

The County and the University shall remit/make available the payments/amounts associated with the above described invoices within thirty (30) days following their receipt.

By 5:00 PM on **April 7, 2015**, the University shall submit the following to the County and the NWFL-AVMS Program Director:

1. Draft survey questions

By 5:00 PM on **April 10, 2015**, the County shall submit to the University, in writing, any comments or requested changes they have pertaining to the deliverables submitted by April 15, 2015.

By 5:00 PM on **April 15, 2015**, the University shall submit the following to the County and the NWFL-AVMS Program Director:

1. Final survey questions, which respond to the comments of the County received by April 10, 2015

By 5:00 PM on **May 31, 2015**, the University shall submit the following to the County and the NWFL-AVMS Program Director:

1. A draft report analyzing the survey results
2. An invoice to the NWFL-AVMS Program Director requesting that \$5,625 of the NWFL-AVMS Program Award be made available to the Haas Center

County and UWF shall remit/make available the payments/amounts associated with the above described invoices within thirty (30) days following their receipt, along with all other associated deliverables.

By 5:00 PM on **June 7, 2015**, the County shall submit to the University, in writing, any comments or requested changes they have pertaining to the deliverables submitted by May 31, 2015.

By 5:00 PM on **June 30, 2015**, the University shall submit the following to the County and the NWFL-AVMS Program Director:

1. A final report analyzing the survey results, which responds to the comments of the County received by June 7, 2015

**EXHIBIT C**  
**AWARD LETTER**

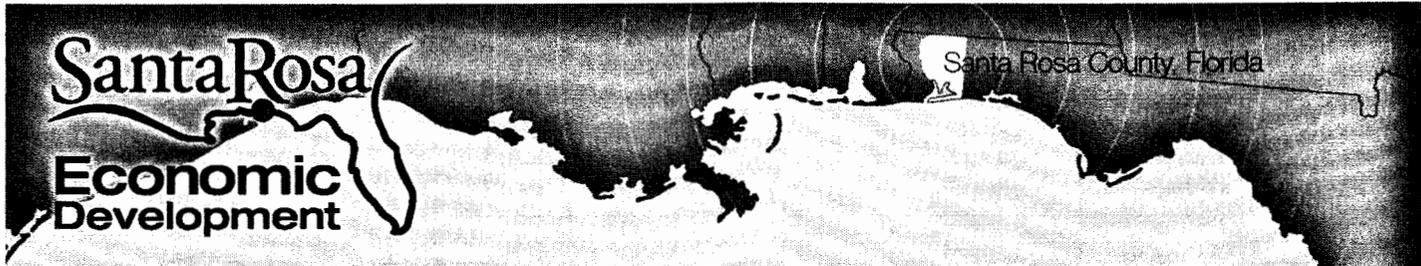
DRAFT

## EXHIBIT D

### PARTY CONTACT INFORMATION

NWFL-AVMS Program Director	
Name:	Brice Harris
Address:	220 W. Garden St. #303 Pensacola, FL 32502
Phone:	(850) 698-2107
E-mail:	bharris@uwf.edu

University of West Florida		Santa Rosa County	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Theresa Miller	Name:	Shannon Olgetree
Address:	11000 University Pkwy. Pensacola, FL 32514	Address:	6491 Caroline St. Milton, FL 32570
Phone:	(850) 474-2827	Phone:	(850) 623-0174
E-mail:	tbyrd@uwf.edu	E-mail:	shannon@santarosa.fl.gov
Principal Investigator (PI)		Technical Point of Contact	
Name:	Phyllis Pooley	Name:	Shannon Olgetree
Address:	220 W. Garden St. #304 Pensacola, FL 32502	Address:	6491 Caroline St. Milton, FL 32570
Phone:	(850) 439-5415	Phone:	(850) 623-0174
E-mail:	ppooley@uwf.edu	E-mail:	shannon@santarosa.fl.gov
Financial Point of Contact		Financial Point of Contact	
Name:	Donna Frazee	Name:	Shannon Olgetree
Address:	11000 University Parkway, Pensacola FL 32514-5750	Address:	6491 Caroline St. Milton, FL 32570
Phone:	(850) 473-7111	Phone:	(850) 623-0174
E-mail:	dfrazee@uwf.edu	E-mail:	shannon@santarosa.fl.gov
Authorized Official		Authorized Official	
Name:	Richard S. Podemski, Ph.D	Name:	Shannon Olgetree
Address:	11000 University Parkway, Pensacola FL 32514-5750	Address:	6491 Caroline St. Milton, FL 32570
Phone:	(850) 473-7713	Phone:	(850) 623-0174
E-mail:	rpodemski@uwf.edu	E-mail:	shannon@santarosa.fl.gov



850.623.0174 ■ www.SantaRosaEDO.com ■ 6491 Caroline Street, Suite 4 ■ Milton, Florida 32570-4592

**To:** Santa Rosa County Board of County Commissioners

**From:** Shannon Ogletree, CEcD, Director

**Re:** Recommendation to advertise for the sale of approximately 2 acres in the Santa Rosa Industrial Park (Project Gulf)

**Date:** May 20, 2015

**RECOMMENDATION**

The Santa Rosa EDO is requesting that the Board of County Commissioners authorize staff to advertise for the sale of approximately 2 acres located in the Santa Rosa Industrial Park for the continued expansion of one of our existing companies.

**BACKGROUND**

Project Gulf is an existing company located within the Santa Rosa Industrial Park and is aggressively planning to grow the company. The company has smaller operations in Texas and Arizona, with the Milton site becoming the major operations hub for the parent company. One of the options for the company to grow is to build an additional building for more manufacturing purpose. The company has become a major player within our economy by the recent construction of a facility, an order of additional 4 pieces of machinery, a current employment level of 60 individuals with plans for approximately 80 by end of 2016.

**IMPLEMENTATION**

In accordance with F.S. 125, the County is required to advertise for the sale of any County owned real property. This recommendation is the first step in this process.

EDO staff will work with the County Attorney to ensure all steps associated with the process are completed as needed.

# Approximately 2 Acre Property for Sale



0 0.075 0.15 0.3 Miles

May 26, 2015

**ADMINISTRATIVE COMMITTEE**

1. Discussion of Resolution and Joint Participation Agreement with Florida Department of Transportation for roadside beautification project on US98 from Andora Street to Ortega Street intersections.
2. Discussion of bid from Mattair Construction, Inc. in the amount of \$68,256 to repair water intrusion at EOC based on comparison shopping.
3. Discussion of development of Community Development Block Grant (CDBG) application for waterline and fire protection improvements in the Barbarosa and New Hope areas by Midway Water System as recommended by the Citizens Advisory Task Force (CATF).
4. Discussion of Uniform Collection Agreement with Tax Collector for services associated with Municipal Service Benefit Unit (MSBU) process.
5. Discussion of Bicycle and Pedestrian Easements with Richard Godwin and the Bay Colony Homeowners Association for construction of multi-use trail funded by Florida Recreational Trails Program grant.
6. Discussion of contracting with Fiduciary First, Inc. for deferred compensation fiduciary services as recommended by Human Resources Director and OMB Director.
7. Discussion of draft ordinance related to code enforcement system and procedures.
8. Discussion of Hold Harmless Agreement with Paula and Kim Rogers for construction of a dock across right-of-way and seawall on 6437 Dickerson City Road.
9. Discussion of designating Commissioner Cole as credentialed delegate to the 2015 annual NACo business meeting.

10. Discussion of appointment of two Commission members and one private property owner to the 2015 Value Adjustment Board (VAB).
11. Discussion of acceptance of deed from Santa Rosa School Board for construction of communications tower at Munson School site.
12. Discussion of extension of Task Order 2014-05 at no additional cost with Tidal Basin Governmental Consulting, LLC for disaster recovery administrative services.
13. Discussion of scheduling public hearing on amendment to Ordinance 2005-37 suspending transportation impact fees through September 30, 2015.
14. Discussion of scheduling public hearing on the following proposed ordinances:
  - Establishment of Street Lighting MSBUs for Summerset Estates II; Autumn Trace Blvd; The Forrest Subdivision at Oriole Beach; and, Oak Leigh Place
  - Establishment of Ponderosa Paving/Water/Sewer construction project
  - Establishment of Little Duck Paving/Water/Sewer project
15. **INFO ONLY:** Public Hearing items scheduled for 9:30 a.m. Thursday, May 28, 2015: None

## Hunter Walker

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**From:** Sheila Fitzgerald  
**Sent:** Wednesday, May 20, 2015 9:11 AM  
**To:** Hunter Walker  
**Cc:** Roy Andrews; Stephen Furman; Wanda Pitts; Merry Beth Andrews; Commissioner Rob Williamson; Emily Spencer; 'Alan Holt'  
**Subject:** Agenda Item - Navarre Beautification Project - JPA with FDOT  
**Attachments:** JPA\_apvdlegal.pdf; Resolution JPA with DOT for Navarre Beautification 2015.doc

Hunter,

Attached is the Joint Participation Agreement from FDOT for the beautification project for SR 30 (US 98) landscape from west of Andorra Street to Ortega Street. Please add this to Monday's BOCC agenda for discuss. The board will need to approve the attached agreement as well as the attached resolution (draft).

The proposed landscape project will provide landscaping along State Road 30 (US 98) from west of Andorra Street to Ortega Street. It is estimated that the cost to complete the landscaping will amount to \$171,300. There is no local match requirement. The required completion date is June 30, 2016.

Upon completion of the project, the county is responsible for maintenance of the project per grant requirements.

It is my understanding that 90% design plans are currently under review by FDOT. Any comments received will be incorporated into the final design plans, which should be complete in the near future pending completion of an irrigation plan. The professional services agreement with Mr. Alan Holt includes bidding and construction administration services.

Please let me know if you need additional information.

\*\*\*Please note, my email address is now [sheilaf@santarosa.fl.gov](mailto:sheilaf@santarosa.fl.gov).

Sheila A. Fitzgerald, 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  
[sheilaf@santarosa.fl.gov](mailto:sheilaf@santarosa.fl.gov)

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**From:** Miner, Pam C [mailto:Pam.Miner@atkinglobal.com]  
**Sent:** Tuesday, May 19, 2015 9:16 AM  
**To:** Sheila Fitzgerald; Hunter Walker  
**Cc:** Commissioner Rob Williamson; Moss, Dustie; Suggs, Myra  
**Subject:** FP ID: 436229-3-58-01

Please find attached the JPA agreement for review and approval by the commission. Please print three copies for signature. Once executed by the department, I will return an original to you for your files.

RESOLUTION NO. 2015 - \_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS, SANTA ROSA COUNTY, FLORIDA FOR HWY 98 ROADSIDE BEAUTIFICATION ASSISTANCE.**

BE IT RESOLVED that the Board of County Commissioners of Santa Rosa County, Florida, authorizes its Chairman to execute the Joint Participation Agreement with the Florida Department of Transportation for the beautification and landscaping of for costs directly related to the SR 30 (US 98) landscape from west of Andorra Street to Ortega Street, FP ID #436229-3-58-01.

PASSED AND ADOPTED by a vote of \_\_\_\_ yeas, \_\_\_\_ nays and \_\_\_\_ absent of the Board of County Commissioners on this the 28th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA

\_\_\_\_\_  
BY: Don Salter, Chairman

Attest:

\_\_\_\_\_  
Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ROADSIDE BEAUTIFICATION ASSISTANCE  
JOINT PARTICIPATION AGREEMENT

This Agreement is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, "DEPARTMENT," and the Santa Rosa County, "COUNTY."

RECITALS

1. The DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and
3. The COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The DEPARTMENT shall reimburse the COUNTY for direct costs under FP ID: **436229-3-58-01** for costs directly related to the SR 30 (US 98) landscape from west of Andorra Street to Ortega Street, hereinafter referred to as the "PROJECT"; and
5. The COUNTY has authorized the Chairman to enter into this Agreement;

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to undertake and complete the PROJECT. Said PROJECT consists of Design, Landscaping, Irrigation and other related materials to establish and maintain the project, as further described in Exhibit A (Scope of Services), attached hereto and made a part hereof.

B. The COUNTY agrees to undertake and complete the PROJECT in accordance with all applicable statutes, rules and regulations, including DEPARTMENT standards and specifications. The COUNTY shall take the necessary steps to insure the PROJECT is completed within state or COUNTY right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The COUNTY shall be responsible for obtaining

clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The parties agree that this Agreement shall act as the **COUNTY'S** permit from the **DEPARTMENT** to perform the **PROJECT**. However, if the **PROJECT** requires bore work to be performed, the **COUNTY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

ii). The **COUNTY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

C. Upon completion of the **PROJECT**, the appropriate **COUNTY** representative shall certify to the **DEPARTMENT** the project has been completed in accordance with the "Project Concept Report" (if applicable) and project plans and specifications.

D. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **COUNTY** and of the details thereof. Therefore, the **COUNTY** shall provide a monthly report to the **DEPARTMENT** project manager.

E. If the **COUNTY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

F. The **COUNTY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

G. The **COUNTY** shall have sole responsibility for maintaining the subject landscaping according to state standards, as well as stipulations outlined in Exhibit "B" both during and after completion of the **PROJECT**.

H. The **COUNTY**:

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

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

#### 8-TERM

A. The **COUNTY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). The **PROJECT** is to be completed on or before **June 30, 2016.**

B. This Agreement shall not be renewed. This Agreement shall expire on the date of which the **PROJECT** is to be completed unless the **COUNTY** submits a written request for an extension of time and the **DEPARTMENT's** District Secretary or Designee grants a written extension prior to expiration of the Agreement.

#### 9-COMPENSATION AND PAYMENT

A. i) The **DEPARTMENT** shall reimburse the **COUNTY** for direct costs of the **PROJECT**. The parties agree that **DEPARTMENT's** maximum participation is **ONE HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED and 00/100 DOLLARS (\$171,300.00).** Any additional costs, or other items not covered by this Agreement, shall be the **COUNTY's** sole responsibility.

ii) The **COUNTY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to Production Management, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **COUNTY** upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **COUNTY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **COUNTY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services and Project Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **COUNTY** and must also establish that the required minimum level of service to be performed as specified in Section 7.B. was met, and that the criteria for evaluating successful completion as specified in Section 7.B. was met.

vi) The **COUNTY** may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **COUNTY** shall

submit invoices to the **DEPARTMENT** at the end of each calendar month. The **COUNTY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **COUNTY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY's** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work on the **PROJECT**, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

## 10 – TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also

reserves the right to terminate or cancel this Agreement in the event the **COUNTY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **COUNTY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

#### 11 - MISCELLANEOUS

A. Payment shall be made only after receipt and approval of goods and service unless advance payments are authorized by the Chief Financial Officer of the State of Florida under chapters 215 and 216, F.S.. If the Department determines that the performance of the County is unsatisfactory, the Department shall notify the County of the deficiency to be corrected, correction shall be made within a time-frame to be specified by the Department. The County shall within five days after notice from the Department, provide the Department with a corrective action plan describing how the County will address all issues of contract non-performance, unacceptable performance, contract non-compliance. If the corrective action plan is unacceptable to the Department, the County shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be withheld until the County resolves the deficiency. If the deficiency is subsequently resolved, the County may invoice the Department for the retained amount during the next billing period. If the County is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.)

B. Participants (in this document identified as **COUNTY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved

C. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and

payable, in addition to the invoice amount to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices which have to be returned to a **COUNTY** because of **COUNTY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

D. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

E. The **COUNTY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

F. The **COUNTY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **COUNTY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

G. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

H. The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

I. It is understood between the parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **COUNTY** notice regarding such removal, relocation or adjustment and the **COUNTY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **COUNTY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **COUNTY** removes a **PROJECT** pursuant to this Agreement, the **COUNTY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

J. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that

the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Santa Rosa County, Florida.

**K. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**L.** All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

Florida Department of Transportation  
Program Development  
1074 Highway 90  
Chipley, FL 32428

**COUNTY**

Sheila A. Fitzgerald, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570

12 - The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the **COUNTY** agrees to comply and cooperate fully with any monitoring procedures/processes

deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the **DEPARTMENT** staff to the **COUNTY**, regarding such audit. The **COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

#### Audits

#### PART I: FEDERALLY FUNDED – NOT APPLICABLE TO THIS AGREEMENT

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB circular A-133, as revised. EXHIBIT 1 to this Agreement indicated Federal resources awarded through the **DEPARTMENT** by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the **DEPARTMENT**. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from Non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal Agency.

#### PART II: STATE FUNDED THIS IS A STATE FUNDED PROJECT (CFSA 55.023)

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to the Agreement indicates state financial assistance awarded through the **DEPARTMENT** by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT**, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by PART I of this Agreement shall be submitted, when Required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The **DEPARTMENT** at each of the following addresses:

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the Number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as Revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the **DEPARTMENT** for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

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

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the **DEPARTMENT** at the following address:

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

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The **DEPARTMENT** at the following address:

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

- B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- A. The **DEPARTMENT** at the following address:

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

5. Any reports, management letter, or other information required to be submitted to the **DEPARTMENT** pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental Entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the **DEPARTMENT**, or its designee, CFO, or Auditor General access to such records upon request for a period of at least five (5) years from the date the audit report is issued, unless

extended in writing by the **DEPARTMENT**.

IN WITNESS WHEREOF, the **COUNTY** has caused this Agreement to be executed in its behalf this \_\_\_\_ day of \_\_\_\_\_, 2015, by the COUNTY Official, authorized to enter into and execute same by the County Commission by Resolution Number \_\_\_\_\_ of the Commission on the \_\_\_\_ day of \_\_\_\_\_, 2015, and the **DEPARTMENT** has executed this Agreement through its Director of Transportation Development for District Three, Florida Department of Transportation, on the date set forth below.

**SANTA ROSA COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
COUNTY ATTORNEY

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DIRECTOR OF  
TRANSPORTATION  
DEVELOPMENT  
DATE: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
OFFICE OF GENERAL COUNSEL

**Exhibit A  
SCOPE OF SERVICES**

**FP ID: 436229-3-58-01**

**COUNTY of Santa Rosa, Florida Landscape Beautification Project**

**Project Description:** This project will provide landscaping along State Road 30 (US 98) from west of Andorra Street to Ortega Street, Santa Rosa County.

**Summary:** This project will provide an attractive and welcoming gateway for motorists traveling through Navarre and Santa Rosa County that will seamlessly transition into landscaping that has previously been completed elsewhere in the County. It is estimated that the cost to complete the landscaping will amount to \$171,300. Maintenance will be assumed by Santa Rosa County. The below materials are anticipated for use in constructive the aesthetic landscape.

**DESCRIPTION**

Loropetalum chinensis 'Pizzazz'  
Muhlenbergia capillaris  
Plumbago auriculata  
Camellia sasanqua 'Mine-no-yuki'  
Rosa 'TKO'  
Tulbaghia violacea

**DESCRIPTION**

Pizzazz Loropetalum  
Purple Muhly Grass  
Plumbago  
'Mine-no-yuki' Camellia  
Knockout Rose  
Society Garlic

Zoysia Sod

is

Round Up Application

- 2 Applications over 14 days to kill existing vegetation

Tractor Work

- Removal of killed vegetation
- Site grading
- Assist spreading of mushroom compost

Mushroom Compost (per cubic yard)

- 2" preparation layer to all bed areas

Fertilizer (per tablet)

- Slow release fertilizer application to all groundcovers, shrubs, and trees

Pine Straw (per sq. ft.)

- Minimum 2" mulch layer at installation

**Total Project Estimate = \$171,300.00**

The project design, set-backs, tree heights, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and are subject to FDOT approval.

**Exhibit "B"**  
**MAINTENANCE PLAN**

**FP ID: 43229-3-58-01**

**Landscape of SR 30 (US 98) from west of Andorra Street to Ortega Street  
Landscape Beautification Project**

Maintaining the subject landscaped area both during and after completion of the **PROJECT** includes, at a minimum, the following:

1. Mowing, cutting and/or trimming grass or turf within the landscaped project.
2. Fertilization of the landscaped project.
3. Weeding and edging (by means of manual, mechanical or chemical) of landscaped project. When using herbicides, formulas, rates, methods of application, special instructions and precautions should be applied.
4. Pruning of landscaped project in order to have healthy and vigorously growing plants and to maintain sight clearance in areas within the landscaped project.
5. Irrigation and maintenance of equipment and any other amenities (lighting, signage, benches, etc.).
6. A work zone traffic control plan (if necessary) for the installation and maintenance of the landscaped project.
7. Annual replenishment of mulch materials.
8. The **PROJECT** shall be maintained in accordance with FDOT Design Standards 546 and 700 as well as the FDOT Maintenance Rating Program.

**EXHIBIT – 1**

**FP ID: 436229-3-58-01**

The COUNTY shall comply with all requirements of Florida Statute 344.044 and Department specifications and guidelines in constructing the before mentioned **PROJECT**.

FEDERAL RESOURCES Not Applicable to this agreement

STATE RESOURCES (CSFA 55.023)

Florida Department of Transportation Florida Statute 344.044

Landscape Grant Amount **\$171,300.00**

Compliance Requirements

1. **PROJECT** and/or material must be competitively bid.
2. Per Florida Statute 334.044 (26), to the extent practical, 50 percent of the funds shall be used for large plant materials.
3. Local agency must agree to maintain **PROJECT** permanently.
5. Plants must be purchased from FL based nursery stocks.

Matching Resources for Federal Programs Not Applicable to this agreement

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

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# SANTA ROSA COUNTY

## DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

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

DEVANN COOK  
DIRECTOR

### MEMORANDUM

**TO:** Hunter Walker

**FROM:** DeVann Cook *DeVann*

**SUBJECT:** EOC Repairs

**DATE:** May 19, 2015

During the April 2014 flood, our Emergency Operations Center (EOC) suffered significant water intrusion in the sub-floor. Critical wiring, cables and fiber run through the sub-floor into the EOC. It is my understanding that the areas where utilities pass through the sub-floor walls and the block walls themselves need to be re-sealed. Due to the complex nature of a project working around optic cable, we contracted companies that had experience and requested prices for these repairs.

With the assistance of AMEC Engineering, a scope of work was developed and distributed to the identified companies. The company submitting the lowest price was Mattair Construction, Inc..

I recommend contracting with Mattair Construction, Inc. for this project.

DC/lh

Attachment

cc: R. Andrews  
T. Allen  
R. Brown  
B. Baker

**Proposal Opening Tabulation  
Exterior Building Waterproofing and site Drainage Improvements**

**Santa Rosa County Emergency Operations Center**

**Santa Rosa County Board of County Commissioners**

**May 18, 2015; 2:00 PM**

Proposer	Pre-proposal Conference	Addendum Number One	Bid bond	a. Three Projects / References	b. Public Entity Crime Statement	c. Trench Safety Addendum	d. List of Subcontractors	e. Certificate Regarding Debarment	f. Proof of License	Base Pricing	Alternate No. One Pricing	Total Price with Alternate
Mattair Construction, Inc.	X	X	X	X	X	X	X	X	X	\$47,202.00	\$21,054.00	\$68,256.00
Robertson Excavation, Inc.										NO	BID	
White Construction and Renovation, Inc.	X	X	X	X	X	X	X	X	X	\$53,415.00	\$14,131.00	\$72,546.00

Recorded By: *D.J. Brown*  
 Witness: *G. Denton*

Date: 5/18/15  
 Date: 5.18.15

Time: 2:24 p.m.  
 Time: 2:24 p.m.



# Santa Rosa County Board of County Commissioners

**Sheila Fitzgerald, Special Projects/Grants Director**

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

## MEMORANDUM

TO: Hunter Walker, County Administrator

FROM: Sheila Fitzgerald

DATE: May 20, 2015

SUBJECT: Proposed FFY 2014 Community Development Block Grant (CDBG) Application

---

During the period March 30 – April 15, the grants department solicited projects from county wide utilities as well as county staff for potential projects in the current CDBG cycle. We received three potential projects as follows:

- Midway Water System – Waterline and Fire protection improvements in the Barbarosa and New Hope areas.
- Pace Water System – Legend Creek area Gravity Sewer
- Pace Water System - Rambling Oaks area Gravity Sewer

Each proposal was reviewed and scored based on CDBG scoring guidelines. Midway Water System was determined to be the most competitive project due to being fully designed and permitted. The Citizen Advisory Task Force (CATF) met on May 6 to discuss the application cycle, community needs, and the proposed projects and recommended that an application be developed for the Midway Water System project. The amount of the grant application will be \$750,000 and matching funds in the amount of \$125,000 will be provided by Midway Water System.

Board approval is requested to proceed with application development and scheduling of the second/final public hearing. Applications are due June 22 and project selections will occur in September.

SRC FFY 2014 CDBG Project Proposals

	Pace (a) Legend Creek	Pace (b) Rambling Oaks	Midway**
Amount requested:	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00
Matching Funds:	\$ 1,222,000.00	\$ 699,450.00	\$ 125,000.00

Matching Funds Score:	25	25	25
Activity Score:	85	85	70
VLI Beneficiary Impact:	30	20	30
LMI Beneficiary Impact:	125	125	125
Avg. Cost per LMI Beneficiary:	30	30	30
Avg. Cost per LMI Household:	85	85	85
Plans and Specs:	*	*	100
Health and Safety:	0	40	0
<b>Total:</b>	<b>380</b>	<b>410</b>	<b>465</b>

Funds requested:	750000	750000	750000
VLI beneficiaries:	91	58	101
LMI beneficiaries:	272	218	266
Total beneficiaries:	305	290	317
LMI households:	109	87	112
Total households:	122	116	142

\* not designed.

\*\* project designed and permitted. Income surveys are complete

County has applied for and received funding for 3 sewer projects in Pace since 1998

The County applied for funding on behalf of Midway in 2014 - application did not get funded

4

## UNIFORM COLLECTION AGREEMENT

**THIS AGREEMENT** entered into on this \_\_\_\_ day of April, 2015, between STAN COLIE NICHOLS, Santa Rosa County Florida Tax Collector (hereinafter "Tax Collector"), and SANTA ROSA COUNTY (hereinafter referred to as "County"), who understand and agree as follows:

### WITNESSETH

**WHEREAS**, County, represents it is authorized to impose a non-ad valorem assessment and has elected to use the uniform method of collecting such assessment as authorized by §197.3631, Florida Statutes (2014), pursuant to the method provided for in §197.3632 and §197.3635, Florida Statutes (2014); and

**WHEREAS**, §197.3632(2), Florida Statutes (2014), requires a written agreement be entered into between the County and Tax Collector providing for reimbursement by the County of the Tax Collector under §197.3632; and

**WHEREAS**, the County wishes to enter into this Agreement with the Tax Collector to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of the non-ad valorem assessment levied by the County, and be reimbursed by the County under §197.3632(2),(7), and (8), and §197.3635, Florida Statutes.

**NOW, THEREFORE, IN CONSIDERATION** of the covenants, terms and conditions contained in this Agreement, the parties hereto, intending to be legally bound, hereby mutually agree as follows:

1. **Responsibilities of County.**

- a. County has elected to engage the services of the Property Appraiser to serve as agent of County to specifically list, extend, prepare and submit the non-ad valorem assessment rolls of County to the Tax Collector on an annual basis at the same time that the regular ad valorem roll is certified to the Tax Collector on compatible electronic medium as defined in §197.3632(1)(f), Florida Statutes. As such, pursuant to the agreement with the Property Appraiser, the non-ad valorem assessment roll shall be certified to the Tax Collector at the same time as the regular ad valorem roll is certified to the Tax Collector.
- b. County will include in the electronic file furnished to the Property Appraiser the property identification numbers (PINs), the names and mailing addresses of the owner(s) of those subject to the non-ad valorem assessment of the County located in Santa Rosa County.
- c. County agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of §197.3632 and §197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

## 2. Responsibilities of Tax Collector.

- a. The Tax Collector shall include the County's non-ad valorem special assessments ("Assessments") on the combined notice of taxes, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments, pursuant to §197.3632 and §197.3635, Florida Statutes.
- b. Tax Collector shall collect the "Assessments" of the County as certified by the duly authorized County representative, to the Property Appraiser no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408.
- c. The Tax Collector shall disburse funds due to County hereunder in accordance with the provisions of §197.383, Florida Statutes, as amended from time to time. All costs associated with the collection of the non-ad valorem special assessments shall be deducted from the second and third distributions prior to remittance of the proceeds to County.
- d. The Tax Collector agrees to cooperate with County in implementation of the uniform method for collecting "Assessments" pursuant to §197.3632 and §197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of County that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
- e. Pursuant to §197.3632(5)(a), Florida Statutes, if the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request County to file a corrected roll or a correction of the amount of any assessment and County shall bear the cost of any such error or omission.
- f. If Tax Collector determines that a separate mailing is authorized pursuant to §197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment ("Assessment") or shall direct County to mail such a separate notice.
- g. In making this decision, the Tax Collector shall consider all costs to County and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, County shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, and all such costs shall be deducted from the second and third distributions prior to remittance of the proceeds to County.

3. **Compensation.** The County agrees to:

- a. Compensate the Tax Collector for the collection of the non-ad valorem assessments pursuant to §197.3632(8)(c), Florida Statutes. The Tax Collector shall be compensated by the County for the actual collection costs incurred with the collection of the non-ad valorem special assessments for each year.
- b. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the "Assessments" by the Tax Collector under the uniform methodology, pursuant to §197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- c. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by County pursuant to §197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
- d. **Other Costs.** County shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to §197.3632 and §197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

4. **Acknowledgement / Hold Harmless.**

- a. County acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including County's "Assessments" and that it is the sole responsibility and duty of County to follow all procedural and substantive requirements for the levy and imposition of non-ad valorem special assessments, including the "Assessments".
- b. To the extent permitted by law, County shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the "Assessments"; County shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action.
- c. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Tax Collector in both administrative and judicial challenges, shall be paid to the Tax Collector within thirty (30) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore. Any sums not paid within thirty (30) days shall bear interest at the highest lawful rate. Should it be necessary to engage an attorney to collect the sums due hereunder, the County agrees to pay all costs, including a reasonable attorney's fee.

5. **Term.** The term of this Agreement shall commence with the 2015 non-ad valorem assessment rolls of the County and shall continue and extend uninterrupted from year to year from the date first written above so long as the County has in effect a resolution authorizing the uniform method of collecting its non-ad valorem assessments and so long as this agreement is not in conflict with §197.3631, §197.3632 and §197.3635, Florida Statutes, and any subsequent amendments thereto, unless a notice of discontinuance shall be issued by the County.
6. **Notice of Discontinuance.** Pursuant to §197.3632(6), Florida Statutes, if the County elects to use the uniform method to collect an assessment that will be collected for a period of more than 1 year, it shall inform the Property Appraiser, Tax Collector, and Department of Revenue by January 10 if it intends to discontinue using the uniform method of collecting such assessment.
7. **No Representations by Tax Collector as to efficacy or validity of levies.** The parties hereto agree the Tax Collector, by executing this Agreement and agreeing to assist the County in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the County as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.
8. **Errors / Omissions Resolved by County.** The parties agree any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by the County and the Tax Collector shall not be responsible for same. The parties further agree all requests or claims made by any affected property owner for correction shall be processed exclusively by the County and shall be filed with the County, or its designee, provided its designee shall not be the Tax Collector.
9. **Agreement to Cooperate:** The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of the County non-ad valorem or special assessment rolls and levies, including provision by the County to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.
10. **Notices.** Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

SRCTC:  
Santa Rosa County Tax Collector  
Honorable Stan C. Nichols  
6495 Caroline Street, Suite E  
Milton, FL 32570

SANTA ROSA COUNTY:  
Hunter Walker, County Administrator  
6495 Caroline Street, Suite D  
Milton, Florida 32570

11. **Prior Agreements.** It is agreed any and all previous agreements between the parties hereto, concerning this subject, are hereby declared null and void.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto.
13. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion(s) of this Agreement which shall continue in full force and effect.
14. **Headings.** The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
16. **Governing Law.** This Agreement is governed by the laws of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives as of the date first written above.

ATTEST:

SANTA ROSA COUNTY TAX  
COLLECTOR

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Stan C. Nichols, Santa Rosa County  
Tax Collector

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

ATTEST:

SANTA ROSA COUNTY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
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:** Kristen A. Shell AICP, Senior Urban Planner  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** Godwin Connector Trail Easement Agreements  
**DATE:** May 20, 2015

## RECOMMENDATION

The purpose of this agenda item is to request that the County enter into the attached perpetual bicycle and pedestrian easement agreements with Mr. Richard Godwin (Attachment A) and the Bay Colony Homeowners Association (Attachment B) for the construction of the Godwin Connector Multi-Use Trail if awarded grant funding.

## BACKGROUND

In April of this year, the Board authorized staff to submit a grant application to the Florida Department of Environmental Protection for funding under the Recreational Trails Program. This funding request was for the purposes of constructing an approximately 1,100 ft. long, 12 ft. wide asphalt trail through private property owned by Mr. Godwin and the Bay Colony HOA that would facilitate walking and cycling and other non-motorized activities.

Staff submitted the application and during the sufficiency review process, the FDEP has requested that the County enter into the easement agreements to demonstrate adequate site control. Grant awards have not been made at this time and it is unknown if the County will be awarded the grant this year.

This project is consistent with the South Santa Rosa Bicycle and Pedestrian Master Plan and would connect two major bicycle routes, neighborhoods, and serve as a viable route to the County's Tiger Point recreational facility for neighborhoods and residents connecting from Soundside Drive.

**Animal Services**  
Dale Hamilton  
Director  
4451 Pine Forest Road  
Milton, FL 32583  
(850) 983-4680

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

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

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

**Veterans Services**  
Karen Haworth  
Director  
6051 Old Bagdad Hwy, Ste 204  
Milton, FL 32583  
(850) 981-7155

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

THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

**PEDESTRIAN AND BICYCLE EASEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between  
SOUNDSIDE FOUNDATION, as Grantor, and SANTA ROSA COUNTY, FLORIDA, as  
Grantee.

**WITNESSETH:**

The said Grantor for one dollar (\$1.00) and other good and valuable consideration does  
hereby grant unto the Grantee, a perpetual Pedestrian and Bicycle easement, across the following  
described property, situate, lying and being in Santa Rosa County, Florida, to-wit:

**LEGAL DESCRIPTION FOR PEDESTRIAN AND BICYCLE EASEMENT:**

Parcel ID # 34-2S-28-0000-00201-0000

A 40 foot wide Pedestrian and Bicycle Easement, described as follows:  
The north 40 feet of Section 34, Township 2 South, Range 28 West, Santa Rosa  
County, Florida; lying west of County Road 191-B (Soundside Drive) and east of  
Waterways at Tiger Point East, a platted subdivision recorded in Plat Book D at Page  
33 of the public records of said county.

Santa Rosa County shall be authorized to perform maintenance in said described  
area as needed to facilitate operation of the pedestrian/bicycle path.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on the date first  
above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Richard D. Godwin, as \_\_\_\_\_  
For the Soundside Foundation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

SWORN TO and subscribed before me by Richard D. Godwin as \_\_\_\_\_ for the  
Soundside Foundation, on this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ACCEPTANCE**

**THIS EASEMENT** accepted by Santa Rosa County, Florida, at the meeting of the Board of  
County Commissioners of Santa Rosa County, Florida, the \_\_\_ day of \_\_\_\_\_, 2015.

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

Attest: \_\_\_\_\_  
Clerk of Court

BY: \_\_\_\_\_  
Chairman

THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

**PEDESTRIAN AND BICYCLE EASEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between BAY COLONY OF TIGER POINT HOMEOWNERS ASSOCIATION, as Grantor, and SANTA ROSA COUNTY, FLORIDA, as Grantee.

**WITNESSETH:**

The said Grantor for one dollar (\$1.00) and other good and valuable consideration does hereby grant unto the Grantee, a perpetual Pedestrian and Bicycle easement, across the following described property, situate, lying and being in Santa Rosa County, Florida, to-wit:

**LEGAL DESCRIPTION FOR PEDESTRIAN AND BICYCLE EASEMENT:**

Parcel ID # 27-2S-28-0222-00000-AREA

A 40 foot wide Pedestrian and Bicycle Easement, described as follows:

A 40 foot wide Pedestrian and Bicycle Easement, described as follows:  
The north 40 feet of Section 34, Township 2 South, Range 28 West, Santa Rosa County, Florida; lying within an area known as Block A, Waterways at Tiger Point East, a platted subdivision recorded in Plat Book D at Page 33 of the public records of said county.

Santa Rosa County shall be authorized to perform maintenance in said described area as needed to facilitate operation of the pedestrian/bicycle path.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:

Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Harry Shaffer, as  
For the **BAY COLONY OF TIGER POINT  
HOMEOWNERS ASSOCIATION**

THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

SWORN TO and subscribed before me by Harry Shaffer as \_\_\_\_\_ for the BAY  
COLONY OF TIGER POINT HOMEOWNERS ASSOCIATION, on this \_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ACCEPTANCE**

**THIS EASEMENT** accepted by Santa Rosa County, Florida, at the meeting of the Board of  
County Commissioners of Santa Rosa County, Florida, the \_\_\_ day of \_\_\_, 2015.

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

Attest: \_\_\_\_\_  
Clerk of Court

BY: \_\_\_\_\_  
Chairman

This grant requires a match, though this can be in the form of in-kind service costs to be added to RTP funds by the grantee for the project cost. The more match provided, the more points awarded. It is anticipated that the County's in kind services match will exceed 50%, placing the County in the highest scoring bracket. Total project costs are estimated by County Engineering to be approximately \$120,500.00. It is anticipated that County Public Works staff will accomplish most of the site preparation and sub grade work including the installation of signage, benches and street intersects. The estimate includes a dedication monument in appreciation of the donation made by Mr. Godwin and potential wetlands permitting costs.

Figure 1: Proposed Trail Alignment



**Animal Services**  
Dale Hamilton  
Director

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

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

6051 Old Bagdad Hwy, Ste 202  
Milton, FL 32583  
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**Emergency Management**  
Brad Baker  
Director

4499 Pine Forest Rd  
Milton, FL 32583  
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**Community Planning,  
Zoning & Development**  
Rebecca Cato  
Director

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

**Veterans Services**  
Karen Jaworth  
Director

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

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

# SANTA ROSA COUNTY

## DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

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

DEVANN COOK  
DIRECTOR

### MEMORANDUM

**To:** Hunter Walker  
**From:** DeVann Cook *DeVann*  
**Subject:** Deferred Compensation Fiduciary  
**Date:** May 20, 2015

Santa Rosa County offers three (3) options for its employees to save money through deferred compensation programs (457 plans). With the changes taking place in the Florida Retirement System, employees have become more aware of the need to save additional funds for retirement. Over the last decade, the amount they are saving has significantly increased. Our deferred compensation programs now total over \$7,000,000 in assets.

Deferred compensation programs are heavily regulated by the IRS. As the sponsor, Santa Rosa County is required to manage the programs and act in a fiduciary role. With the increase in assets and complex regulations, it became clear that assistance from someone that specializes in these type plans was necessary. After researching how other cities and counties were managing their plans, Human Resources developed an RFP and it was advertised. Six proposals were received. With the assistance of the Budget Director and Finance Director, we concluded there were two (2) firms that had the qualifications and experience to assist in managing our programs. Their references were contacted and both had very high recommendations from their customers.

These firms made presentations to the Employee Benefits Group. Their recommendation was to contract with Fiduciary First.

Fiduciary First is a Florida company that specializes in the management of deferred compensation plans. They represent numerous private and governmental. There were proposers that had lower pricing, but Fiduciary First is the company we recommend. The changes they have made when managing a program have significantly reduced the fees

being charged to employees by the investment firms. The costs for the fiduciary oversight are assessed to the employees that participate in the deferred compensation programs. But as stated earlier, from information we received during our review process, the fee reductions will likely save employees money and they will have the assurance that our programs are properly managed. There will be no cost to the Board of County Commissioners.

I recommend we contract with Fiduciary First to act as our deferred compensation fiduciary.

cc: R. Andrews



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

## MEMORANDUM

**FROM: ROY V. ANDREWS, COUNTY ATTORNEY**

**DATE: MAY 21, 2015**

**RE: CODE ENFORCEMENT / SPECIAL MAGISTRATES SYSTEM**

I have attached a draft ordinance which revamps the county's system for enforcement of code violations. We currently utilize the Court system for enforcement. The new procedure would utilize special magistrates for hearing offenses. This is a draft only, I want input before scheduling a public hearing for enactment.

RVA/mba  
Attachment

ORDINANCE NO. 2015 - \_\_\_\_

**AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA;  
PROVIDING FOR THE ESTABLISHMENT OF THE CODE  
ENFORCEMENT SYSTEM AND PROCEDURES; PROVIDING FOR  
THE REPEAL AND REPLACEMENT OF ORDINANCE 96-18;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1:** This Article shall be known and cited as the "Santa Rosa County Code Enforcement Ordinance."

**DIVISION 1. - CODE ENFORCEMENT SYSTEM AND PROCEDURES**

The Santa Rosa County Administration is hereby directed to enforce this ordinance. Enforcement may be compelled by the County Administrator, the County Planner (Director, Department of Community Planning, Zoning and Development), County Engineer (CE), Building Official or any other official of Santa Rosa County designated by the County Administrator or the Board of County Commissioners. In addition, enforcement of this ordinance in the Navarre Beach Administrative Area shall be accomplished by the Navarre Beach Executive Director through designation of the County Administrator.

**Section 1 – Code Enforcement procedure.**

(A) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Code Enforcement officer* means any agent or employee of the county whose duty it is to ensure code compliance.

*Violators* means those persons or entities legally responsible for the violation of the codes or ordinances listed in Division 2 Section 9.

(B) *Authority to initiate proceedings.* Code Enforcement officers shall have the authority to initiate enforcement proceedings as provided below. No special magistrate shall have the power to initiate such proceedings.

(C) *Remedial period required.* A code enforcement officer who finds a violation of the sections of this Ordinance listed in Division 2 Section 9 shall determine a reasonable time period within which the violator must correct the violation. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period presented. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(D) *Notice; service.* A code enforcement officer who finds such a violation is authorized to issue a civil violation notice to the violator. Service shall be effected by delivering the civil violation notice to the violator or his agent, or by leaving the civil violation notice at the violator's usual place of abode with any person residing therein who is 15 years of age or older and informing that person of its contents. If such service cannot be effected, the civil violation notice may be sent by certified mail, return receipt requested, or by posting of the civil violation notice in a conspicuous place on the premises or real property upon which the violation has been observed. Such posting of the civil violation shall be deemed proper service, and the time for compliance, stated in the notice shall commence with the date such notice is posted.

(E) *Contents of notice.* The civil violation notice shall include, but not be limited to, the following:

- (1) Date of issuance;
- (2) Name of the code enforcement officer and the division or department issuing the notice;
- (3) Name and address of the violator;
- (4) Number of the ordinance section that has been violated;
- (5) Brief description of the nature of the violation, including location, date, and time of violation;
- (6) Amount of the civil penalty for which the violator may be liable;
- (7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a special magistrate to appeal the civil fine;
- (8) Time within which the violation must be corrected, if applicable;
- (9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation;
- (10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties;
- (11) Notice that the failure to request an administrative hearing within ten days, or within the specified time period listed for a violation of a specific section of the Ordinance, after service of the civil violation notice, shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate, and that such waiver shall constitute an admission of violation; and
- (12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should the violator be found guilty of the violation.

**Section 2- Qualifications, appointment and removal of magistrates; organization.**

(A) *Qualifications; appointments.* Special magistrates shall be attorneys in good standing with the Florida Bar. Appointments shall be made by the county administrator, or his designee, on the basis of experience or interest in code enforcement. Such appointments shall be submitted for ratification by the Board of County Commissioners.

(B) *Number; term; reappointments; removal.* The county administrator, or his designee, shall appoint as many special magistrates as are deemed necessary. Appointments shall be made for a term of one year. Any special magistrate may be reappointed at the county administrator's discretion, subject to ratification by the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual special magistrate; provided, however, that a determination as to removal or reappointment must be made for each special magistrate at the end of each of his one-year terms. The county administrator shall have the authority to remove special magistrates with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.

(C) *Compensation.* Special magistrates shall not be county employees, but shall be compensated at a rate to be determined by administrative order.

(D) *County attorney's role.* The county attorney may serve as general counsel to the special magistrates. If an appeal to circuit court is requested pursuant to Division 2 Section 6 the county attorney shall represent the county at such proceedings.

**DIVISION 2. - HEARINGS; PENALTIES; APPEALS**

**Section 1 - Civil penalties and related terms construed.**

(A) The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Continuing violations* means those violations which remain uncorrected beyond the reasonable time period for correction contained in either the civil violation notice or the final order of the special magistrate, whichever is applicable. For each day of continued violation after the time for correction has run, an additional penalty in the same amount as that prescribed for the original violation shall be added. The maximum total fine for any one continuing violation shall not exceed ten times the original penalty amount.

*Repeat violation* means a recurring violation of an Ordinance by a violator who has previously been guilty of the same violation. In the case of correctable violations, a repeat violation can occur only after correction of the previous violation has been made. For the first repeat violation, the amount of the civil penalty shall be double the amount of the penalty prescribed for the original violation by Division 2 Section 9. The amount of civil penalty due for each subsequent repeat violation shall be double the amount of the penalty due for the first day of the immediately preceding violation; provided that the maximum penalty payable for the first day of any one repeat violation shall be \$500.00.

*Subsequent violation*: A violation by an individual or entity which evidences a continued pattern or practice of intentional violation of the Codes constitutes a subsequent violation.

*Uncorrectable violation* means a violation which cannot be remedied after the violation has been committed because the violation constitutes a single prohibited act rather than an ongoing condition or circumstance. Each reoccurrence of an uncorrectable violation shall constitute a separate violation and shall subject the violator to an additional penalty in the same amount as that prescribed for the original violation. If, however, a violator has been once found guilty of an uncorrectable violation, and causes the same uncorrectable violation to occur a second time, each reoccurrence of the uncorrectable violation by such violator shall constitute a repeat violation as provided in subsection (c) of this section.

(B) Penalties for violations of the Ordinances to be enforced by this article shall be in the amount prescribed in the schedule of civil penalties in Division 2 Section 9.

(C) A repeat violation which remains uncorrected beyond the time prescribed for correction in the civil violation notice shall be treated as a continuing violation, and the additional penalty for each day of continued violation shall be equal to the doubled amount due for the first day of the repeat violation.

(D) Continuing violation penalties shall accrue from the date of correction given in the civil violation notice until the correction is made if a request for an administrative hearing is not timely filed. If the named violator requests an administrative hearing on a correctable violation and loses his appeal, the special magistrate shall determine a reasonable time period within which correction of the violation must be made, based on the considerations set forth in Division 1 Section 1(c). If the correction is not made within the period set by the special magistrate, the continuing violation penalties shall begin after the time for correction has run. No continuing violation penalties shall accrue during the time period from the date of the civil violation notice until the date of the administrative hearing, if the named violator timely requests an administrative hearing to appeal the decision of the code enforcement officer. Continuing violation penalties cannot be imposed by the special magistrate for uncorrectable violations.

(E) Civil penalties assessed pursuant to this article are due and payable to the county clerk on the last day of the period allowed for the filing of an appeal from the special magistrate's decision, or, if a proper appeal is made, when the appeal has been finally decided adversely to the named violator.

## **Section 2 - Violator's rights; appeal; failure to comply.**

(A) *Violator's options*. A violator who has been served with a civil violation notice shall elect either to:

- (1) Pay the civil penalty in the manner indicated on the notice, and correct the violation within the time specified on the notice, if applicable; or
- (2) Request an administrative hearing before a special magistrate to appeal the decision of the code enforcement officer which resulted in the issuance of the civil violation notice.

(B) *Appeal*. Appeal by administrative hearing of the notice of violation before a special magistrate shall be accomplished by filing a request in writing to the address indicated on the notice, within the time limit stipulated in the specified Ordinance section which is enforced pursuant to the provisions of this article, or no later than ten calendar days after the service of the notice, whichever is earlier.

(C) *Failure to comply.* If the named violator, after notice, fails to pay the civil penalty and correct the violation within the time specified, if applicable, or fails to timely request an administrative hearing before a special magistrate, the special magistrate shall be informed of such failure by report from the code enforcement officer. If the named violator pays the civil penalty for a correctable violation, but does not correct that violation within the time specified, each day that the violation continues beyond such specified time shall constitute a continuing violation. The failure of the named violator to appeal the decision of the code enforcement officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.

### **Section 3 - Hearing procedure.**

(A) *Request for hearing.* Upon the receipt of a named violator's timely request for an administrative hearing, the special magistrate shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as possible or as mandated in the specified Ordinance section which is enforced pursuant to this article.

(B) *Notice; contents.* The special magistrate shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:

- (1) Name of the code enforcement officer who issued the notice;
- (2) Factual description of the alleged violation;
- (3) Date of the alleged violation;
- (4) Section of the code allegedly violated;
- (5) Place, date, and time of the hearing;
- (6) Right of the violator to be represented by a lawyer;
- (7) Right of the violator to present witnesses and evidence;
- (8) Notice that failure of the violator to attend the hearing may result in a civil penalty being assessed against him; and
- (9) Notice that requests for continuances will not be considered if not received by the special magistrate at least ten calendar days prior to the date set for the hearing.

(C) *Scheduling hearing.* The special magistrates shall call hearings on a monthly basis or upon the request of the code enforcement officer. No hearing shall be set sooner than 20 calendar days from the date of the service of the notice of violation.

(D) *Continuance.* A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is received in writing by the special magistrate at least ten calendar days prior to the date set for the hearing.

(E) *Open to public.* All hearings of the special magistrate shall be open to the public. All testimony shall be under oath. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(F) *Transcription.* The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.

(G) *Administrative support.* The county shall provide clerical and administrative personnel as may be reasonably required by each special magistrate for the proper performance of his duties.

(H) *County attorney or his designee to present case.* Each case before a special magistrate shall be presented by the county attorney or the county attorney's designee.

(I) *No formal rules of evidence.* The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses. Any relevant evidence shall be admitted if the special magistrate finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(J) *Rights of parties.* Each party shall have the right to:

- (1) Call and examine witnesses;
- (2) Introduce exhibits;

- (3) Cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered on direct examination;
- (4) Impeach any witness regardless of which party first called him to testify; and
- (5) Rebut the evidence against him.

(K) *Findings of facts; preponderance of the evidence standard.* The special magistrate shall make findings of fact based on the evidence of record. In order to make a finding upholding the code enforcement officer's decision, the special magistrate must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the code as charged.

(L) *Costs; violator's responsibility if found guilty.* If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing, at the discretion of the special magistrate.

(M) *Special magistrate's discretion; contents of decision.* The fact-finding determination of the special magistrate shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice can be held responsible for that violation. Based upon this fact-finding determination, the special magistrate shall either affirm or reverse the decision of the code enforcement officer as to the responsibility of the named violator for the code violation. If the special magistrate affirms the decision of the code enforcement officer, the special magistrate, pursuant to Division 1 Section 2(c), shall determine a reasonable time period within which correction of the violation must be made. If the special magistrate reverses the decision of the code enforcement officer and finds the named violator not responsible for the code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special magistrate's findings pursuant to Division 2 Section 6. If the special magistrate decides to affirm the code enforcement officer's ruling he shall include the following elements in his written decision:

- (1) Amount of the civil penalty;
- (2) Administrative costs of the hearing;
- (3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable);

(N) *Special magistrate's authority.* The special magistrate shall have the power to:

- (1) Adopt procedures for the conduct of hearings;
- (2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by law enforcement officers or by the staff of the special magistrate;
- (3) Subpoena evidence;
- (4) Take testimony under oath;
- (5) Assess and order the payment of civil penalties as provided herein;
- (6) A special magistrate shall postpone and shall not conduct a hearing if the named violator, prior to the scheduled hearing date, files with the county board of adjustments an administrative appeal concerning the interpretation or application of any technical provisions of the code section allegedly violated. However, once an issue has been determined by a special magistrate in a specific case, that issue may not be further reviewed by a county board in that specific case. A named violator waives his right to an administrative appeal to other county boards if the violator does not apply for such an appeal prior to the violator's code enforcement hearing before the special magistrate;
- (7) Upon the exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the special magistrate may exercise all the powers given to him by this article. The special magistrate shall not, however, exercise any jurisdiction over such alleged code violations until the time allowed for the court appeal of the ruling has lapsed or until such further appeal has been exhausted;
- (8) The special magistrate shall be bound by the interpretations and decisions of duly authorized county boards concerning the provisions of the Ordinances within their respective county jurisdictions. In the event such a board decides that an alleged violation of the Ordinance is not in accordance with such board's interpretation of the Ordinance provision on which the violation is based, the special magistrate shall not be empowered to proceed with the enforcement of the violation.

**Section 4 - Established; penalty.**

The violation of any county Ordinance or code listed in Division 2 Section 9 shall constitute a civil offense punishable by a civil penalty in an amount as prescribed in Division 2 Section 9.

**Section 5 – Enforcement procedures; lien; foreclosure.**

(A) The county may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties.

(B) A certified copy of an order imposing a civil penalty may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment, except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the county may foreclose or otherwise execute on the lien.

**Section 6 - Appeal.**

(A) The named violator or the county may appeal a final order of the special magistrate for all violations by filing a notice of appeal in the circuit court in and for the county, in accordance with the procedures and within the time provided by the state rules of appellate procedure for the review of an administrative action.

(B) Unless the findings of the special magistrate are overturned in a proceeding held pursuant to subsection (A) of this section, all findings of the special magistrate shall be admissible in any proceeding to collect the unpaid penalties.

**Section 7 - Provisions contained herein are supplemental.**

Nothing contained in this article shall prohibit the county from enforcing its Ordinance by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Ordinance.

**Section 8 - Schedule of civil penalties.**

(A) Division 2 Section 9 shows the sections of this Ordinance, as they may be amended from time to time, which may be enforced pursuant to the provisions of this article; and the dollar amount of the civil penalty for the violation of these sections as they may be amended.

(B) The "descriptions of violations" in Division 2 Section 9 are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Ordinance sections, except to the extent that different types of violations of the same Ordinance section may carry different civil penalties. For each Ordinance section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this article, regardless of whether all activities prescribed or required within that particular section are described in the "description of violation" column. To determine the exact nature of any activity prescribed or required by this Ordinance, the relevant section must be examined.

**Section 9 - Citation fee schedule.**

(A) *Generally.* The citation fee schedule is as follows:

(1) *Category One.* The following violations and those similar thereto will be punished by a civil penalty of \$120.00 for the first violation:

- a. Untagged/inoperable vehicles;
- b. Violation of the sign Ordinance, including the failure to remove political signs in accordance with Ord. No. 91-24 (Land Development Code);
- c. Violation of an attractive and/or public nuisance;
- d. Keeping of domestic animals as described in Ord. No. 2004-30 (Animal Control Ordinance);
- e. Graffiti;
- f. Kudzu; and
- g. Illegal use of rights-of-way.

(2) *Category Two.* The following violations and those similar thereto will be punished by a civil penalty of \$180.00 for the first violation:

- a. Failure to obtain any required permit; and
  - b. Violation of a peddlers, solicitors, and canvassers permit (each individual).
- (3) *Category Three*. The following violations and those similar thereto will be punished by a civil penalty of \$300.00:
- a. Illegal excavation and fill activities, violation of borrow, C & D or LCD pit violations; and
  - b. Stormwater/wastewater violations.

(B) *Penalty for subsequent violation*. The civil penalty for each subsequent violation by any entity or individual shall be double the previous penalty to a maximum of \$600.00 per day.

**SECTION 2.** Ordinance 96-18 is hereby repealed and replaced.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence or clause or other provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

**SECTION 4. 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 5. 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 \_\_ yeas and \_\_ nays and \_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the \_\_ day of \_\_\_\_\_, 2015.

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

By: \_\_\_\_\_  
Don Salter, Chairman

**ATTEST:**

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

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

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

**HOLD HARMLESS AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**THIS AGREEMENT** made this 20th day of May, 2015, by and between, **PAULA ROGERS** and **KIM ROGERS**, as Party of the First Part, and **SANTA ROSA COUNTY, FLORIDA**, Party of the Second Part.

**WITNESSETH:**

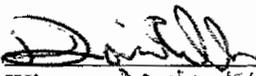
The Party of the First Part for themselves and assigns, do hereby agree to indemnify and hold Santa Rosa County harmless and blameless for any and all damages or claims for damage whatsoever that is hereinafter made or incurred as a result of construction of a dock across county right-of-way and seawall on 6437 Dickerson City Road, further described:

**PROPERTY ID # 25-1S-28-3160-00600-0150**

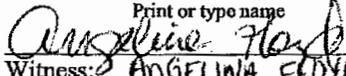
The Party of the First Part, for themselves and their heirs, executors, administrators and assigns hereby agree to defend, indemnify and hold the Party of the Second Part harmless and blameless for any and all damage or claims for damage whatsoever that may or might hereinafter be made or incurred by or because of construction of a dock across county right-of-way and seawall on 6437 Dickerson City Road said described property or any portion thereof. The Party of the First Part does for themselves, their heirs, executors, administrators and assigns, forever release, forego and relinquish all right to sue, collect or requite the Party of the Second Part from damage or claims for damage whatsoever that may or might be incurred from construction of a dock across county right-of-way and seawall on 6437 Dickerson City Road on described property or any portion thereof of the Party of the First Part, or which may or might occur from any change or alteration from adjacent properties.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals the date first above written.

Signed sealed and delivered  
In the presence of:

  
\_\_\_\_\_

Witness: DAVID ELLIS  
Print or type name

  
\_\_\_\_\_

Witness: ANGELINA FLOYD  
Print or type name

  
\_\_\_\_\_

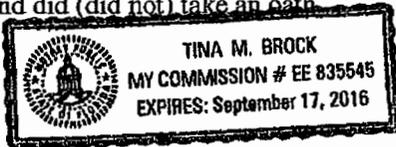
By: PAULA ROGERS

Janie Ard  
Witness: Janie Ard  
Print or type name  
W3C  
Witness: Theresa Barrow  
Print or type name

Kim Rogers  
By: KIM ROGERS

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2015,  
by Paula Rogers, who are personally known to me or have produced  
FL DL as identification  
and did (did not) take an oath.



Tina M. Brock  
Notary Public  
My Commission Expires: 9.17.2016

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA Escambia**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2015,  
by Kim Rogers, who are personally known to me or have produced  
FL DL R262-500-57-409-0 as identification  
and did (did not) take an oath.



Theresa Clay  
Notary Public  
My Commission Expires: June 13, 2017

**ACCEPTANCE**

**THIS Hold Harmless** accepted by Santa Rosa County, Florida, at the meeting of  
the Board of County Commissioners of Santa Rosa County, Florida, the 23<sup>rd</sup> day of January,  
2014.

**SANTA ROSA COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Don Salter, Chairman

**ATTEST:**

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

## MEMORANDUM

### ELECTION OF SECOND VICE PRESIDENT

To: County Board Chairpersons, Parish Presidents, Borough Mayors,  
County Judges, Elected County Executives and County Clerks  
From: Riki Hokama, NACo President  
Date: May 8, 2015  
Subject: Voting Credentials – 2015 Annual Conference

NACo is preparing for the 80th Annual Conference to be held July 10-13, 2015, in Mecklenburg County, N.C. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- elected county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 19.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (202) 393-2630

Credentials Committee  
Attn: Alex Koroknay-Palicz  
National Association of Counties  
25 Massachusetts Ave, NW, Suite 500  
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or [akpalicz@naco.org](mailto:akpalicz@naco.org). We look forward to seeing you in Mecklenburg County!



**Emily Spencer**

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**From:** Brandy Kea <keab@flcjn.net>  
**Sent:** Friday, May 08, 2015 1:48 PM  
**To:** Hunter Walker, Emily Spencer  
**Subject:** 2015 Value Adjustment Board member selection  
**Attachments:** 12D-9.004 (1).doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Walker and Emily,

It is that time of the year to start putting together the Value Adjustment Board. I will need a selection of two current Board of County Commissioners who would be available to serve on the VAB for 2015 and one citizen member, appointed by the Board, who owns homesteaded property in Santa Rosa County. I have attached a copy of the Florida Statutes for reference if needed. Could we also get this on the agenda for the May 14, 2015 Regular Meeting? Please let me know if you have any questions.

Thank you,

***Brandy N. Kea***  
Board Support Services  
850-983-1928

Email scanned by Check Point

**12D-9.004 Composition of the Value Adjustment Board.**

(1) Every county shall have a value adjustment board which consists of:

(a) ~~Two members of the governing body of the county, elected by the governing body from among its members, one of whom shall be chosen as the chairperson of the value adjustment board;~~

(b) One member of the school board of the county, elected by the school board from among its members; and

(c) Two citizen members:

1. ~~One who owns homestead property in the county appointed by the county's governing body;~~

2. One who owns a business that occupies commercial space located within the school district appointed by the school board of the county. This person must, during the entire course of service, own a commercial enterprise, occupation, profession, or trade conducted from a commercial space located within the school district and need not be the sole owner.

3. Citizen members must not be:

a. A member or employee of any taxing authority in this state;

b. A person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.

4. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest.

(2)(a) Each elected member of the value adjustment board shall serve on the board until he or she is replaced by a successor elected by his or her respective governing body or school board or is no longer a member of the governing body or school board of the county.

(b) When an elected member of the value adjustment board ceases being a member of the governing body or school board whom he or she represents, that governing body or school board must elect a replacement.

(c) When the citizen member of the value adjustment board appointed by the governing body of the county is no longer an owner of homestead property within the county, the governing body must appoint a replacement.

(d) When the citizen member appointed by the school board is no longer an owner of a business occupying commercial space located within the school district, the school board must appoint a replacement.

(3)(a) At the same time that it selects a primary member of the value adjustment board, the governing body or school board may select an alternate to serve in place of the primary member as needed. The method for selecting alternates is the same as that for selecting the primary members.

(b) At any time during the value adjustment board process the chair of the county governing body or the chair of the school board may appoint a temporary replacement for its elected member of the value adjustment board or for a citizen member it has appointed to serve on the value adjustment board.

(4)(a) To have a quorum of the value adjustment board, the members of the board who are present must include at least:

1. One member of the governing body of the county;

2. One member of the school board; and

3. One of the two citizen members.

(b) The quorum requirements of Section 194.015, F.S., may not be waived by anyone, including the petitioner.

(5) The value adjustment board cannot hold its organizational meeting until all members of the board are appointed, even if the number and type of members appointed are sufficient to constitute a quorum. If board legal counsel has not been previously appointed for that year, such appointment must be the first order of business.

*Rulemaking Authority 194.011(5), 194.034(1), 195.027(1), 213.06(1) FS. Law Implemented 194.011, 194.015, 213.05 FS., AGO 2008-056. History—New 3-30-10.*

ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570  
850-983-1857

**DEED**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

THIS DEED made this 23<sup>rd</sup> day of April, 2015, by the **School Board of Santa Rosa County, Florida**, grantor to **Santa Rosa County, Florida**, a political subdivision of the state of Florida, grantee.

**WITNESSETH**, that grantor for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Santa Rosa County, Florida, to wit:

**COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA;  
THENCE GO N 89°40'12" W ALONG THE SOUTH LINE OF SAID SECTION 18 FOR 822.27 FEET; THENCE GO N 28°28'30" W 2154.99 FEET; THENCE GO N 80°51'46" E 71.79 FEET TO THE POINT OF BEGINNING; THENCE GO N 61°31'30" E 60.00 FEET; THENCE GO S 28°28'30" E 60.00 FEET; THENCE GO S 61°31'30" W 60.00 FEET; THENCE GO N 28°28'30" W 60.00 FEET TO THE POINT OF BEGINNING.**

**THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3600 SQUARE FEET.**

**TOGETHER WITH A 30 FOOT WIDE ACCESS EASEMENT DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA;  
THENCE GO N 89°40'12" W ALONG THE SOUTH LINE OF SAID SECTION 18 FOR 822.27 FEET; THENCE GO N 28°28'30" W 2123.20 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTHERN MAINTENANCE LINE OF SANDY FOREST ROAD; THENCE CONTINUE N 28°28'30" W ALONG SAID NORTHERN LINE 31.79 FEET; THENCE GO N 80°51'46" E 71.79 FEET; THENCE GO S 28°28'30" E 31.79 FEET; THENCE GO S 80°51'46" W 71.79 FEET TO THE POINT OF BEGINNING.**

**SAID EASEMENT CONTAINS 2153.6 SQUARE FEET.**

SUBJECT TO all easements, restrictions and reservations (including mineral reservations) of record affecting the above property, if any, which are not expressly reimposed hereby, to the extent said restrictions apply to the grantee as a political subdivision of the State of Florida.

ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570  
850-983-1857

In the event the grantee does not utilize the property for the construction, operation and maintenance of a communications tower to be utilized by public entities, then said property shall automatically revert to the grantor.

**TOGETHER WITH ALL** tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**IN WITNESS WHEREOF**, the party of the first part has caused these presents to be executed in its name by the **School Board of Santa Rosa County, Florida**, acting by its Chairperson of said Board, the day and year aforesaid.

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

By: *Heather Winkler*  
Chairperson

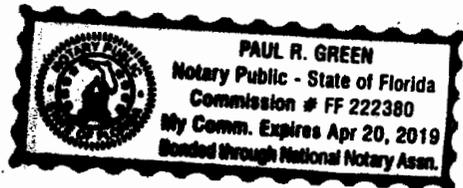
**ATTEST:**

*[Signature]*  
Superintendent,

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2015, by Heather Winkler, Chairperson, of and on behalf of the School Board of Santa Rosa County, Florida, who is personally known to me.

*[Signature]*  
Notary Public  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570  
850-983-1857

**ACCEPTANCE**

**THIS DEED** accepted by Santa Rosa County, Florida, at the meeting of the Board of County Commissioners of Santa Rosa County, Florida, the \_\_\_\_ day of May, 2015.

**SANTA ROSA COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Don Salter, Chairman

**ATTEST:**

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court



## Task Order – SR2014-5 Amendment B

This amended Task Order dated February 24, 2015, is issued under the Agreement by and between Tidal Basin Government Consulting, LLC, (“Consultant”), and the County of Santa Rosa, Florida (“Client”), dated July 2, 2013 (“Agreement”). Pursuant to this Agreement, the Consultant and the Client Executed Task Order – SR2014-5 executed by the Parties and approved by the Board of County Commissioners on December 11, 2014. This instrument amends Task Order – SR2014-5 to extend the period of service from February 28, 2015 to June 30, 2015

The Consultant shall perform the Services on the Project as provided herein and in the Agreement. This amended Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this amended Task Order shall supplement the Agreement as it applies to the Project described below.

TASK ORDER NUMBER: **SR2014-5**

PROJECT NAME: **April 2014 Severe Weather and Flooding**

### PART 1.0 PROJECT DESCRIPTION:

- To provide grant administration and other professional services to support the Client in their recovery efforts from the severe storms that struck the Florida Panhandle in April 2014, Presidentially Declared Disaster FL-DR-4177.

### PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

1. The Consultant shall perform work, as directed, for grant application, administration, and management services as described in Exhibit A of the Agreement.
2. The Consultant will provide guidance on execution of the Client’s role and responsibilities under the FEMA Public Assistance Program in compliance with the Stafford Act, applicable federal regulations and policies, and the administrative requirements of the State of Florida
3. The Consultant will assist the Client in developing and implementation appropriate document and information management to maximize opportunity for disaster relief funding.
4. The Consultant will meet daily with Client to determine the Daily Action Plan and keep the Client updated on progress of project development.



5. The Consultant will advise the Client regarding the eligibility of disaster-related losses and expenditures under the FEMA Public Assistance and Hazard Mitigation Programs.
6. The Consultant will make all reasonable efforts to track and document labor and expenditures for providing services under this Task Order in accordance with FEMA policy for reimbursement of costs of administering the Public Assistance Program.

## PART 3.0 DELIVERABLES AND ADDITIONAL SERVICES:

- The Consultant will work with the Client to execute recovery from Presidentially Declared Disaster FL-DR-4177.
- Maintain project document tracking system and matrix to support Client PW production, submittal and payment
- Gather with Client all documentation, and if needed, create documentation to support PW development
- Assist in development of Project Worksheets (PWs) for Emergency Work and Debris Removal (FEMA Category A & B)
- Assist in development of Permanent Work PWs (FEMA Category C-G)
- Advise the Client regarding participation in Pilot Programs under the Sandy Recovery Improvement Act
- Work with Client, FEMA and the State to identify potential 406 mitigation opportunities, develop justifications and Benefit Cost Analysis
- Assist the Client, as needed, in preparation of and submittal of funding requests through FloridaPA.org or other process as identified by Florida Division of Emergency Management for “Small Projects” in compliance with the Florida Transparency Act

## PART 4.0 CLIENT’S RESPONSIBILITIES:

- The Client will timely provide the Consultant with all documentation and information requested and make reasonable effort to provide access to Client representatives and staff as necessary to answer questions as needed.

## PART 5.0 PERIOD OF SERVICE:

December 1, 2014 – June 30, 2015



**PART 6.0 CONSULTANT’S COMPENSATION FOR SERVICES:**

- 1. Labor –
  - a. Program Manager \$28,275.00  
based on avg of 15 hours/week @ \$145/hr
  - b. Senior Damage Estimator \$32,500.00  
based on avg of 20 hours/week @ \$125/hr
  - c. Administrative Assistant \$18,200.00  
based on avg of 20 hours/week @ \$70/hr
- 2. Estimated Expenses – lodging, per diem, mileage \$4,000.00
- 3. Site Travel Mileage - as needed \$0.56 per mile

Additional consultants may be added based on Client needs and agreed to with an amendment to this Task Order.

**PART 7.0 EXECUTED PRIME AGREEMENT BETWEEN CONSULTANT AND CLIENT ATTACHED HERETO:**

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

COUNTY OF SANTA ROSA  
“CLIENT”

TIDAL BASIN GC, LLC  
“CONSULTANT”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Daniel A. Craig

TITLE: \_\_\_\_\_

TITLE: President

ADDRESS: \_\_\_\_\_

ADDRESS: 675 N Washington St, Suite 400

\_\_\_\_\_

Alexandria, VA 22314

ORDINANCE NO. 2015 - \_\_\_\_

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

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

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

The imposition of transportation impact fees pursuant to Ordinance 2005-37, as amended, is hereby suspended for a one year period beginning on January 1, 2015, **and ending August 31, 2015.**

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

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

**PASSED AND ADOPTED** by a vote of \_\_ yeas and \_\_ nays and \_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

ATTEST:

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

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

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

No support documentation for this agenda item.

No support documentation for this agenda item.



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

Preliminary  
Engineers Report  
May 26, 2015

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

This is a Preliminary check list:

The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for May 28, 2015 at 9:00 a.m. in Milton, Florida.

1. Discussion of Change Order to contract with Utility Service Company in the amount of \$28,760.41 relative to Venetian Way 2014 Flood Repair Project. (Attachment A)
2. Discussion of Local Agency Program (LAP) funding for Glover Lane Sidewalks. (Attachment B)



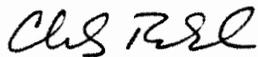
**UTILITY SERVICE CO.**

May 19, 2015

Santa Rosa County, Fl. Board of County Commissioners  
 6495 Caroline Street, Suite M  
 Milton, Fl. 32570  
 C/O: Mr. Marc Bonifay, P.E  
 RE: Venetian Way 2014 Flood Repair Project  
 Subject: Additional Work Estimate

Item #	Description	Qty	Unit	Unit Price	Extension
1	Sprinkler Piping System Reconstruction-2635 Venetian Way	1	LS	\$ 4,375.00	\$ 4,375.00
2	Sprinkler Piping System Reconstruction-2641 Venetian Way	1	LS	\$ 2,550.00	\$ 2,550.00
3	4' Black Vinyl Coated Chain Link Fence w/Gate	1	LS	\$ 1,312.00	\$ 1,312.00
4	Timber Retaining Wall-Backyard	1	LS	\$ 4,737.50	\$ 4,737.50
5	Water Service Replacement to Boat Dock	1	LS	\$ 2,903.91	\$ 2,903.91
6	Wood Retaining Wall Relocation-East Side of Energy Dissipator	1	LS	\$ 3,250.00	\$ 3,250.00
7	Tapered Wood Retaining Wall Addition-West Side of Energy Dissipator	1	LS	\$ 5,938.00	\$ 5,938.00
8	Dock Extension (To Cover North Opening of Energy Dissipator)	1	LS	\$ 3,694.00	\$ 3,694.00
TOTAL					\$ 28,760.41

Signed,



Charley Radford, Vice President  
 Utility Service Co., Inc.



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

TO: Roger Blaylock, P.E.

FROM: Chris Phillips, P.E. CP

DATE: May 20, 2015

RE: Upcoming LAP Funded Sidewalk Projects

---

On April 23, 2015 the BOCC voted to decline acceptance of the Local Agency Agreement for the Hamilton Bridge Road / Glover Lane Sidewalk Project due to insufficient funds to complete the project.

FDOT is willing to leave the programmed amount as shown below in place but will allow a change of scope to only construct the sidewalk from Hobbs Middle School southward to the intersection of Hamilton Bridge Road and Glover Lane while removing the original portion of the project along Hamilton Bridge road to the east. It has been observed that students stop by the convenience store at the intersection on their way to and from school resulting in them having to walk in the ditch or in the street between the school and store. This project will provide a safe path for them to use.

There will be no right of way costs associated with this project.

**SRC Engineering estimate for construction for the new limits of the project = \$180,000**

**HAMILTON BRIDGE ROAD & GLOVER LANE SIDEWALKS**  
**(Original Programmed Funds)**

FDOT Funded Amounts  
Design: \$33,612 (FY2016)  
Construction: \$224,078 (FY2018)  
CEI: \$33,853 (FY2018)  
R/W: \$0

Attached is a project map showing the new scope of the project with a GREEN line and the portion of the original project that will NOT be included with a RED line.



PARK

SUNNYSIDE

OVERBROOK L

Hobbs Middle

BERRYHILL RD

MERRILL DR

CARNEY ST

BURKE ST

HALSEY ST

WHITING ST

MITCHER ST

DOYLE ST

CORSAIR DR

COUGAR CIR

AVENGER DR

MARINER DR

SEA HAWK DR

INSON ST

RED TAIL DR

ROAD WING CT

ARNETT ST

BLACKWOOD ST



## Public Services Committee

**Chaired by:**

J. Williamson and Lynchard

**Meeting:**

May 26, 2015, 9:00 A.M.

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### AGENDA

#### Development Services

1. Recommend that the Board appoint Mr. Jeremy Reeder to the vacant position on the Building Code Board of Adjustment and Appeals. This vacancy was recently created when Mr. George "Bunny" Jernigan resigned.
2. Recommend approval of the SHIP mortgage subordination agreement for the property located at 2847 Napoli Way, Gulf Breeze. Agreement is consistent with Board policy.



# 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:** Rhonda Royals, Building Official  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** Building Code BOA Member Appointment  
**DATE:** May 19, 2015

## RECOMMENDATION

Recommend the Board approve Mr. Jeremy Reeder as a "consumer representative" to serve on the Building Code Board of Adjustment and Appeals for a two year term. Mr. Reeder is a resident of Santa Rosa County who lives in the Pace area.

## BACKGROUND

As of April 24, 2015, a vacancy was created on the Building Code Board of Adjustments and Appeals due to the resignation of Mr. George "Bunny" Jernigan. Mr. Jernigan served over 20 years as a member of the Mechanical Board of Adjustments and Appeals and was recently appointed to serve on the newly created consolidated Building Code Board of Adjustments and Appeals. The letter of resignation from Mr. Jernigan is attached.

**Animal Services**  
Dale Hamilton  
Director

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

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

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

**Emergency Management**  
Brad Baker  
Director

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

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

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

**Veterans Services**  
Karen Haworth  
Director

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

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

5279 Alabama Street  
Milton, Florida 32570  
April 24, 2015

Tony Gomillion  
Public Service Director  
6051 Old Bagdad Highway  
Suite 202  
Milton, Florida 32583

Re: Santa Rosa Building Board of  
Adjustments and Appeals

Dear Mr. Gomillion,

After serving for over twenty years on the Mechanical Board and recently the Building Board of Adjustments and Appeals, I must resign because of health problems and expected surgery.

It is with regret that I have to take this action as I was looking forward to working with the staff and board members.

Sincerely,

George Jernigan



# Department of Public Services

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



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Erin Malbeck, Housing Program Coordinator  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Second Mortgage Subordination Request  
2847 Napoli Way, Gulf Breeze, FL 32563  
36-2S-29-5571-00B00-0190  
**DATE:** May 18, 2015

## RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$112,725

## BACKGROUND:

SHIP Second Mortgage: \$5,796.09  
Recorded: 3/18/2011  
Purpose: SHIP First Time Homebuyer Program

Proposal is to reduce the annual interest rate on the first mortgage from 5.390% to 4.875%

Current monthly principal and interest: \$624.11  
Proposed monthly principal and interest: \$522.05

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

**Animal Services**  
Dale Hamilton  
Director

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

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

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Milton, FL 32583  
(850) 981-7000

**Veterans Services**  
Karen Haworth  
Director

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

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

AGENDA  
PUBLIC WORKS COMMITTEE

May 26, 2015

Chairman: Commissioner Cole

Vice Chairman: Commissioner Rob Williamson

1. Discussion of scheduling a public hearing on the proposed vacation of the eastern most 100 feet of the Point Shores Lane right of way.
2. Discussion of resurfacing the following roads in District Four at an estimated cost of \$ 90,729.00:

Navarre Sound Circle

Safronia Shores Road

Woodmont Street (from Hilton Dr. to Parkridge Dr.)

Duval Street (from Pepper Dr. to eastern end)

Turnberry Circle

Misty Ridge Lane (from William Jasper Wells St. to eastern end)



**Department of Public Works**  
SANTA ROSA COUNTY, FLORIDA

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

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

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
P. O. Box 864

# MEMO

**TO:** Roy V. Andrews, County Attorney

**FROM:** Stephen Furman, Assistant Public Works Director 

**SUBJECT:** Proposed Vacation – Point Shores Lane (eastern most 100')

**DATE:** May 20, 2015

The above referenced right-of-way appears to have no significant importance to the Road Department. Therefore, I recommend a Public Hearing be scheduled for this vacation.

SF/tt

## Tana Tynes

---

**From:** Stephen Furman  
**Sent:** Wednesday, May 20, 2015 7:46 AM  
**To:** Wanda Pitts  
**Cc:** Tana Tynes; Glenn Bailey  
**Subject:** RE: Vacation Request - Harry Huelsbeck, Jr. - Pointe Shores Lane in Gulf Breeze

Wanda, we are including the discussion of the vacation of the eastern 100 feet of the Point Shores Lane right of way to our upcoming agenda. We have visited the site and determined that we have no apparent use for this property; and that a drainage easement across this portion of right of way is not required. The portion of right of way that is being requested to be vacated by Mr. Huelsbeck is not currently being maintained by the county.

Please let us know if you need any additional information.

Respectfully submitted,

Stephen Furman

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

---

**From:** Wanda Pitts  
**Sent:** Wednesday, May 13, 2015 11:51 AM  
**To:** Stephen Furman  
**Subject:** Vacation Request - Harry Huelsbeck, Jr. - Pointe Shores Lane in Gulf Breeze

Stephen:

Mr. Huelsbeck has submitted the attached application/\$150 fee for vacating a portion of Pointe Shores Lane in Gulf Breeze, Florida. Please advise.

Thank you,

*Wanda Pitts*

**Legal Assistant to Roy V. Andrews**  
**County Attorney for Santa Rosa County, Florida**  
**6495 Caroline Street, Suite C**  
**Milton, Florida 32570-4592**  
**Office: (850) 983-1925**  
**Fax: (850) 983-1856**  
**Email: [WandaP@santarosa.fl.gov](mailto:WandaP@santarosa.fl.gov)**

Santa Rosa County, Florida  
Office of County Attorney  
6495 Caroline Street, Suite C  
Milton, Florida 32570

**APPLICATION FOR VACATION**

There is a \$150 fee to process this application, and all fees are non-refundable.

Date: May 12, 2015  
Owner(s) Name(s): Harry H Huelsbeck Jr  
Mailing Address: 12535 Ophelia Dr, Pensacola, FL 32506  
Email Address: h.huelsbeck@gmail.com  
Phone Number: H 850-492-0371, C 850-982-4060  
Fax Number: —  
Billing Address (if different from above): Same

Reason for Vacation Request: See attached

Area of Vacation: 5000 sq ft (50' X 100')  
Property address (abutting vacation area): 5176 Pointe Shores Ln,  
Gulf Breeze, FL 32563 Parcel # 24-25-28-1120-00000-1080

**ATTACH LEGAL DESCRIPTION AND MAP OF PORTION BEING VACATED**

Representative's Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner is responsible for all costs associated with the processing of the vacation request, including fees paid for advertisements, certified list of property owners located within 500 feet of the proposed vacation, labels, certified mail postage, recording of official documents, etc. All fees are non-refundable.

Date Signed: May 12, 2015

Harry H Huelsbeck Jr  
Owner Signature

\_\_\_\_\_  
Owner Signature

**Reason for Vacation Request**

I want to provide additional space for a new home and landscaping and to keep this portion of Point Shores Ln fenced and gated for security purposes. Portion being vacated has been fenced and gated for 35+ years and was never maintained or paved by the county. The roadway to the East of this location has been Vacated and has never been used. The property owners to the South of this portion have deeded any claim to this portion of roadway to me.

**Legal Description**

That portion of Point Shores Lane (previously known as Wishbone Avenue and Cedar Street) lying South (between the Southeasterly projections of the East and West lines) of Lot 18, Block "E". of Evergreen Shores, a subdivision, according to the plat thereof recorded in Plat Book "A" at page 68 of the public records of Santa Rosa County, Florida.

Date Signed

May 12, 2015

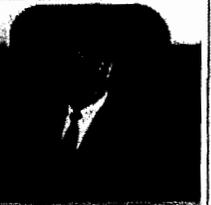


Owner Signature



# Santa Rosa County Property Appraiser

## Gregory S. Brown, CFA



<a href="#">Sales In Area</a> <a href="#">Sales In Section</a> <a href="#">Sales In Subdivision</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search</a>	<a href="#">Santa Rosa Home</a>
Owner and Parcel Information					
<b>Owner Name</b>	HUELSBECK H H JR	<b>Today's Date</b>	May 13, 2015		
<b>Mailing Address</b>	12535 OPHELIA DR	<b>Parcel Number</b>	24-25-28-1120-00000-0180		
	PENSACOLA, FL 32507-9616	<b>Tax District</b>	Midway (District 14)		
<b>Situs/Physical Address</b>	5176 POINTE SHORES LN	<b>2014 Millage Rates</b>	15.3273		
<b>Property Usage</b>	SFR BAY FT (000130)	<b>Acreage</b>	1.124		
<b>Section Township Range</b>	24-25-28	<b>Homestead</b>	N		

[Tax Collector Bill](#) | [Permits](#) | [Show Parcel Maps](#) | [Generate Owner List by Rapids](#) | [Show zoning](#)

Value Information				Legal Description	
	2012 Certified Values	2013 Certified Values	2014 Certified Values		
<b>Building Value</b>	\$41,180	\$40,902	\$43,857	EVERGREEN SHORES LOT 18E & W20F LOT 3B  The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.	
<b>Extra Feature Value</b>	\$1,164	\$1,188	\$1,250		
<b>Land Value</b>	\$98,942	\$98,942	\$125,550		
<b>Land Agricultural Value</b>	\$0	\$0	\$0		
<b>Agricultural (Market) Value</b>	\$0	\$0	\$0		
<b>Just (Market) Value*</b>	\$141,286	\$141,032	\$170,657		
<b>Assessed Value</b>	\$141,286	\$141,032	\$155,135		
<b>Exempt Value</b>	\$0	\$0	\$0		
<b>Taxable Value</b>	\$141,286	\$141,032	\$155,135		
*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.					

### Extra Features Data

Description	Number of Items	Units	Year	Extra Feature Value
No records associated with this parcel.				

### Land Information

Item	Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
1	000100	SFR	R1	50	360	1	UT	\$2,500
2	000143	SFR BAYFRONT	R1	100	310	100	FF	\$123,050

### Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No Sales Information available for this parcel								
<a href="#">Sales In Area</a> <a href="#">Sales In Section</a> <a href="#">Sales In Subdivision</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search</a>	<a href="#">Santa Rosa Home</a>			

The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: May 12, 2015

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*Portion of Pointe Shores Ln to be vacated*  
 East Bay



Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided. All data is subject to change before the next certified taxroll. All data is subject to change before the next cert



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

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

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

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

May 20, 2015

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

Dear Mr. Williamson:

Please find listed below the estimated cost for resurfacing the following roads in District Four at an estimated cost of \$90,729.00:

Navarre Sound Cir.	\$ 12,616.00
Safronia Shores Rd.	6,559.00
Woodmont St. (from Hilton Dr. to Parkridge Dr.)	35,922.00
Duval St. (from Pepper Dr. to eastern end)	9,362.00
Turnberry Cir.	19,389.00
Misty Ridge Ln. (from William Jasper Wells St. to eastern end)	6,881.00

Sincerely,

Stephen Furman  
Assistant Public Works Director

SF/tt

# **BUDGET & FINANCIAL MANAGEMENT COMMITTEE**

Chairman: Commissioner Williamson  
Vice Chairman: Commissioner Cole

May 26, 2015

## **Bid Actions:**

- 1) Discussion of rejecting the bids received for the HOME Substantial Rehabilitation Project located at 4051 Vern Street, in Pace.
- 2) Discussion of bids received for the HOME Substantial Rehabilitation Project located at 1809 Mineral Springs Road in Jay. Low bidder meeting specifications is Joe Baker Construction, Inc. with a bid of \$15,700.

## **Budget:**

- 3) **Budget Amendment 2015 – 151** in the amount of \$ **2,150** to transfer funds from the District IV Rec Fund to the Parks Department in the General Fund for additional fence work for the Navarre Sports Complex.
- 4) **Budget Amendment 2015 – 152** in the amount of \$ **3,300** to transfer funds from the District I Rec Fund to the Parks Department in the General Fund for the final repairs and maintenance to the building at Benny Russell Park.
- 5) **Budget Amendment 2015 – 153** in the amount of \$ **10,980** for the coating and painting of the tennis courts and repainting of the basketball courts at Tiger Point Recreational Park from District V Rec Funds as approved at the May 14, 2015 BOCC Regular Meeting.
- 6) **Budget Amendment 2015 – 154** in the amount of \$ **14,875** to carry forward funds for engineering design, construction, permitting coordination and bid specifications for a new free standing metal building at the current recycling area for the Central Landfill as approved at the May 14, BOCC Regular Meeting.
- 7) **Budget Amendment 2015 – 155** in the amount of \$ **3,820** to purchase six (6) 53 gallon waste containers for Navarre Park from District IV Rec Funds.
- 8) **Budget Amendment 2015 – 156** in the amount of \$ **12,500** to contract with Donald R. Ward & Associates, Inc. for administrative services associated with the 2015 Florida Flood Mitigation Assistance Program cycle for elevation of single family homes as approved at the May 14, 2015 BOCC Regular Meeting.
- 9) **Budget Amendment 2015 – 157** in the amount of \$ **45,000** for a three (3) month agreement with Jimmie Crowder Excavating and Land Clearing, Inc. at \$15,000 per mobilization for yard waste processing services in the Landfill Fund as approved at the May 14, 2015 BOCC Regular Meeting.

- 10) **Budget Amendment 2015 – 158** in the amount of \$ **990,710** from Road & Drainage Reserves for the construction of a parking lot by Panhandle Grading & Paving, Inc. in the Industrial Park as approved at the May 14, 2015 BOCC Regular Meeting.
- 11) **Budget Amendment 2015 – 159** in the amount of \$ **6,500** to transfer funds from the Capital Fund to the General Fund for an ATV for Navarre Beach to begin roving lifeguard patrols west of the Navarre Beach Fishing Pier as approved at the May 14, 2015 BOCC Regular Meeting.
- 12) **Budget Amendment 2015 – 160** in the amount of \$ **650** to fund the purchase of a chest freezer for the Santa Rosa Futbol Club from District III Rec Funds.

**County Expenditure/Check Register:**

- 13) Discussion of County Expenditures / Check Register

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 4051 VERN STREET, PACE, FL

2. **RESPONSIBLE OFFICE:** HOUSING DEPARTMENT

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

Major repairs to dwelling.

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to the replacement of all windows; replace existing roof; repair all damaged roof decking and any rafters; install new HVAC system to include all duct work; replace floor covering; and connect home to available sewer offered by Pace Water System.

5. **BIDDERS AND PRICES:**

A. Western Gate Construction	\$28,550
B. Mike Motes Builders	\$46,825
C. Design Home Builder	\$51,980

**PROCUREMENT RECOMMENDATION**

**1. PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 1809 MINERAL SPRINGS ROAD, JAY, FL

**2. RESPONSIBLE OFFICE:** HOUSING DEPARTMENT

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

Major repairs to dwelling.

**4. SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to the replacement of all windows except the ones on the front of the dwelling; installation of attic insulation to R-30 value; replacement of hot water heater; removal and replacement of tile, sheetrock and ceiling in bathroom and refinish replace all potable water lines.

**5. BIDDERS AND PRICES:**

- A. Joe Baker Construction, Inc.                      \$15,700.00
- B. Western Gate Construction, Inc.                \$17,000.00

## 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: May 11, 2015

FROM: **District 4 Rec 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>
<b>Fund 314:</b>	<b>2324 – 599001</b>	<b>Reserve for Contingencies</b>	<b>(\$ 2,150)</b>
	<b>2324 – 5910001</b>	<b>To General Fund</b>	<b>\$ 2,150</b>
 <b>Fund 001:</b>	 <b>001 – 3810003</b>	 <b>From District 4 Rec Fund</b>	 <b>\$ 2,150</b>
	<b>2600 – 563001</b>	<b>Improvements</b>	<b>\$ 2,150</b>

**State reason for this request:**

Transfer of funds from District 4 Rec Fund to the Parks Department in the General Fund for additional fence work for the Navarre Sports Complex.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-151**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day of May, 2015.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Monday, May 11, 2015 8:53 AM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Commissioner Rob Williamson; Stephen Furman  
**Subject:** FW: Additional Fence Work for Navarre Sports Complex  
**Attachments:** GateAdjStorage\_TransformerPrivFence\_PrivateScreenFB.docx

Can I get a Budget Amendment in the amount of \$2,148.34 for the attached from District 4 Recreation Funds?

**From:** Commissioner Rob Williamson  
**Sent:** Monday, May 11, 2015 8:40 AM  
**To:** Tammy Simmons  
**Cc:** Hunter Walker  
**Subject:** Re: Additional Fence Work for Navarre Sports Complex

Approved as presented

At your service,

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

On May 11, 2015, at 7:56 AM, Tammy Simmons <[TammyS@santarosa.fl.gov](mailto:TammyS@santarosa.fl.gov)> wrote:

Attached in the hi-lighted area I have received the quote from our fencing contractor for the items not included in this week's Budget Amendment, if you approve the expenses, I will get on the next agenda.

Tammy C. Simmons  
Santa Rosa County Board of County Commissioners  
Administrative Services Manager  
6075 Old Bagdad Highway  
Milton, FL 32583  
850-983-1858 Phone  
850-623-1331 Fax

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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.

<GateAdjStorage\_TransformerPrivFence\_PrivateScreenFB.docx>

Item	1 Concession / Restroom Facility	2 Concession / Restroom Facilities	Other	Fund
Partitions	\$6,700	\$17,756		D4
Mirrors	\$2,720			D4 \$1,000=Women's/ADA \$1,720=Women's and Men's
Lighting-Restrooms	\$1,400	\$ 2,800		D4
Lighting-Concessions	\$1,500	\$ 3,000		D4
Privacy Screening			\$ 240	Parks
Plumbing-12 faucets	\$2,600	\$ 5,300		Parks \$3,566.64/ADA \$1,733.36 for 4 faucets
Paint/Misc	\$ 500	\$ 1,000		D4
Handicap Parking			\$1,750	ADA Repairs
Split Rail Fencing			\$1,700	D4
Gate adjacent storage	\$340			Parks
Transformer privacy fencing and Privacy screening irrigation pump Trees	\$2,148.34			D4
	Trees have not been priced yet			Tree Mitigation
Dumpster enclosure			\$ 400	Parks
Park Signage			\$ 100	Parks
<b>Funding Total</b>				
D4 Recreation funds w/2 concession/restroom facilities			\$27,256	
ADA Repairs			\$5,203.36	

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: April 7, 2015

FROM: **District 1 Rec 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>
<b>Fund 311:</b>	<b>2321 – 599001</b>	<b>Dist. 1 Reserves</b>	<b>(\$ 3,300)</b>
	<b>2321 – 59100001</b>	<b>To General Fund</b>	<b>\$ 3,300</b>
<b>Fund 001:</b>	<b>001 – 3810009</b>	<b>From Dist. 1 Recreation Projects</b>	<b>\$ 3,300</b>
	<b>2600 – 546001</b>	<b>Repair &amp; Maintenance</b>	<b>\$ 3,300</b>

**State reason for this request:**

For additional repairs and maintenance to the conference room at Benny Russell Park converted to provide rental space to the public. The work involves the removal of carpet and vinyl in kitchen and replacing entire room with vinyl plank (\$2,490); HVAC work to move thermostat (\$400); Paint and miscellaneous (\$410).

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-152**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of May, 2015.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 14, 2015

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>
<b>Fund 315:</b>	<b>2325 – 599001</b>	<b>Dist. 5 – Recreation Reserves</b>	<b>(\$ 10,980)</b>
	<b>2325 – 59100001</b>	<b>To General Fund</b>	<b>\$ 10,980</b>
<b>Fund 101:</b>	<b>001 – 3810004</b>	<b>From Dist. 5 Capital Fund</b>	<b>\$ 10,980</b>
	<b>2600 – 5460015</b>	<b>R/M Equipment</b>	<b>\$ 10,980</b>

**State reason for this request:**

For the coating and painting of the tennis courts and the repainting of the basketball courts at Tiger Point Recreational Park from Dist. 5 Recreation Reserves as approved at the May 14, 2015 BOCC Regular Meeting.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-153**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of May, 2015.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 14, 2015

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	411 – 3990001	Cash Carried Forward	\$ 14,875
To:	2400-531001	Professional Services	\$ 14,875

**State reason for this request:**

To carry forward funds for engineering design, construction drawings, permitting coordination and bid specifications for a new free standing metal building at the current recycling area for Central Landfill as approved at the May 14, 2015 BOCC Regular Meeting.

**Requested by Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-154

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28th day Of May, 2015.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 13, 2015

FROM: **District 4 / 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:	2324 – 599001	Reserve for Contingencies	(\$ 3,820)
	2324 – 59100001	To General Fund	\$ 3,820
TO:	001 – 3810003	From District 4	\$ 3,820
	2600 – 552001	Operating Supplies	\$ 3,820

**State reason for this request:**

To purchase six (6) 53 gallon waste containers for Navarre Park from District IV Rec Funds.

**Requested by Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-155**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28th day of May, 2015.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Tuesday, May 12, 2015 3:29 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Commissioner Rob Williamson; Stephen Furman  
**Subject:** FW: Belson Outdoors, Inc. Quote# WQ144625 - Navarre Park

Request a budget amendment in the amount of \$3,820 to purchase 6-53 gallon waste containers for Navarre Park from District 4 recreation funds.

---

**From:** Tammy Simmons  
**Sent:** Tuesday, May 12, 2015 2:25 PM  
**To:** 'Commissioner Rob Williamson'  
**Subject:** FW: Belson Outdoors, Inc. Quote# WQ144625 - Navarre Park

The link below is the proposal to purchase 6-53 gallon waste container for Navarre Park as requested, if you approve, I will get on the next agenda for a budget amendment.

Tammy C. Simmons  
Santa Rosa County Board of County Commissioners  
Administrative Services Manager  
6075 Old Bagdad Highway  
Milton, FL 32583  
850-983-1858 Phone  
850-623-1331 Fax

---

**From:** Belson Outdoors - Nichole [<mailto:nichole@belson.com>]  
**Sent:** Tuesday, May 12, 2015 2:12 PM  
**To:** Tammy Simmons  
**Subject:** Belson Outdoors, Inc. Quote# WQ144625

Please click on the link below to view your Final Quote Confirmation.

<https://www.belson.com/secure/request.aspx?OrderID=144625&Key=3144.3470325629>

**Your item(s) can ship in 4-6 weeks ARO**

**Quotes are valid for 30 days.**

If you are ready to proceed with your order please click on the **submit order confirmation tab** contained in the link. **This confirmation is needed to proceed with your order.**

# 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: May 19, 2015

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 – 399001	Cash Carried Forward	\$ 12,500
To:	0013 – 531001	Professional Services	\$ 12,500

**State reason for this request:**

To contract with Donald R. Ward & Associates, Inc. for administrative services associated with 2015 Florida Flood Mitigation Assistance Program cycle for elevation of single family homes as approved at the May 14, 2015 BOCC Regular Meeting

**Requested by Sheila Fitzgerald /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-156

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

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

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

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of May, 2015.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

**Agreement for Personal Services**

§  
§  
§

**CONSULTING SERVICES FOR GRANT  
IMPLEMENTATION**

This agreement is by and between SANTA ROSA COUNTY, FLORIDA, a municipal corporation, (COUNTY), and Donald R. Ward & Associates, Inc., (CONTRACTOR).

- WHEREAS SANTA ROSA COUNTY, FLORIDA intends to apply for a grant from the FEMA Flood Mitigation Assistance Program to elevate up to five (5) homes during the 2015 grant cycle; and
- WHEREAS The State of Florida has awarded a such grants under the FEMA Flood Mitigation Assistance Program (FMA) for the elevation of the homes and such grant applications were prepared by the Contractor in the past; and
- WHEREAS CONTRACTOR is in the business of providing grant preparation for such FEMA grants; and
- WHEREAS COUNTY desires to contract with CONTRACTOR to provide such services,
- NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

**Scope of Services**

**Grant Preparation – \$12,500.00 (\$2,500.00 per home)**

**TASK 1 – Application Development Activities**

The contractor will provide grant application services to the Grant Recipient during the period May 2015-September 2015 including but not limited to collection of information to support grant application, calculation of the Benefit Cost Analysis and coordination of required documentation resulting in development and submittal of the grant application for an estimated five (5) homes. Should any homes that were submitted in a grant application in the 2014 grant cycle be included in this new grant application cycle, the cost for those homes shall be \$1,000.00.

**Total Application Development: NTE 12,500.00**

Additional services as requested will be provided at an hourly rate of **\$140.00** per hour.

*This subcontract is bound by the terms of the Agreement between Florida Division of Emergency Management (Division) and Santa Rosa County (Recipient). The subcontractor is bound by all applicable state and federal laws and regulations, and the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the*

subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

**General Contract Provisions**

- The County will provide space and necessary equipment for on-site work in connection with the acquisition and relocation services.
- Consultant will invoice the County for services as costs are incurred. Payments will be made to Donald R. Ward & Associates, Inc. at 5807 Charlton Way, Naples, FL 34119.
- This contract is terminable at the will of either party.

PASSED AND APPROVED this 14<sup>th</sup> day of May, 2015.

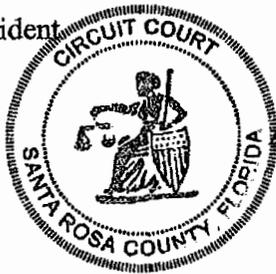
CONSULTANT

SANTA ROSA COUNTY, FLORIDA

*Donald R. Ward*

Donald R. Ward, President

By: *Don Salter*  
Don Salter, Chairman



ATTEST: *Donald C. Spencer*  
Donald C. Spencer, Clerk

# 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: May 19, 2015

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	411 – 3990001	Cash Carried Forward	\$ 45,000
To:	2400-534001	Other Contractual Services	\$ 45,000

**State reason for this request:**

To fund a three (3) month agreement with Jimmie Crowder Excavating and Land Clearing, Inc. at \$15,000 per mobilization for yard waste processing services as approved at the May 14, 2015 BOCC Regular Meeting.

**Requested by Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-157

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28th day Of May, 2015.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 19, 2015

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

**Line Item Number**    **Description**  
**Amount**

<b>Fund 106:</b>	<b>9106 – 5990016</b>	<b>From EFF Drainage Reserves</b>	<b>(\$ 990,710)</b>
	<b>9106 – 59100101</b>	<b>To Road &amp; Bridge Fund</b>	<b>\$ 990,710</b>
<b>Fund 101:</b>	<b>101 – 3810001</b>	<b>From EFF Drainage Reserves</b>	<b>\$ 990,710</b>
	<b>2106 – 534001</b>	<b>Other Contractual Services</b>	<b>\$ 990,710</b>

**State reason for this request:**

For the construction of a parking lot by Panhandle Grading and Paving, Inc. in the Industrial Park as approved at the May 14, 2015 BOCC Regular Meeting.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-158**

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

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

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

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of May, 2015.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 20, 2015

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 302:</b>	<b>9302 – 5990017</b>	<b>Future Capital Outlay</b>	<b>(\$ 6,500)</b>
	<b>9302 – 5910001</b>	<b>To General Fund</b>	<b>\$ 6,500</b>
<b>Fund 001:</b>	<b>001 – 3810023</b>	<b>From Capital Fund</b>	<b>\$ 6,500</b>
	<b>0662 - 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 6,500</b>

**State reason for this request:**

Transfer of funds from the Capital Fund to the General Fund for an ATV for Navarre Beach to begin roving lifeguard patrols west to the Navarre Beach Fishing Pier as approved at the May 14, 2015 BOCC Regular Meeting.

**Requested by: Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-159**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of May, 2015.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Hunter Walker

---

**From:** Hunter Walker  
**Sent:** Thursday, May 14, 2015 3:19 PM  
**To:** Board of County Commissioners  
**Cc:** Roy Andrews; Roger Blaylock; Terry Wallace; Joy Tsubooka  
**Subject:** Roving Lifeguard Update

Board,

Roger indicated that the dealer we purchased an ATV from last season honored his price for another ATV and it has been ordered at cost of \$6,500 and should be delivered in the next five days at which time it will be outfitted for appropriate rescue equipment and supplies and thereafter be ready for service. The plan is to begin roving patrols west of the Pier **this Saturday** with existing equipment and changing around several internal practices until the new unit is operational. Beginning this weekend will give several weekends to work out the operational kinks/glitches before the huge Memorial Day weekend. With certified lifeguards just now returning from school, our HR register has a number of candidates so filling the extra lifeguard slots should not be a problem. Roger and Terry have done a great job of thinking this through and getting started quickly. Will keep you advised. Hunter

# 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: May 21, 2015

FROM: **Dist. 3 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>
<b>Fund 313:</b>	<b>2323 – 599001</b>	<b>Dist. 3 Recreation Reserves</b>	<b>(\$ 650)</b>
	<b>2323 – 59100001</b>	<b>To General Fund</b>	<b>\$ 650</b>
<b>Fund 001:</b>	<b>001 – 38100010</b>	<b>From District 3 Reserves</b>	<b>\$ 650</b>
	<b>2600 – 552001</b>	<b>Operating Supplies</b>	<b>\$ 650</b>

**State reason for this request:**

Funds the purchase of a chest freezer for the Santa Rosa Futbol Club from Dist. 3 Recreation Funds.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-160**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 26, 2015

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this **28<sup>th</sup>** day Of **May, 2015**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

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**From:** Tammy Simmons  
**Sent:** Thursday, May 21, 2015 9:08 AM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Stephen Furman  
**Subject:** Need a budget amendment

I need a budget amendment in the amount of \$650 to purchase a Chest Freezer for the Santa Rosa Futbol Club from District 3 recreation funds.

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

From: Commissioner Salter  
Sent: Thursday, May 21, 2015 8:55 AM  
To: Tammy Simmons  
Subject: Re: Updates

Approve.

Sent from my iPhone

> On May 21, 2015, at 8:02 AM, Tammy Simmons <[TammyS@santarosa.fl.gov](mailto:TammyS@santarosa.fl.gov)> wrote:

>

> Ok you approve from your funds or just ok you will ponder upon it?

>

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

> From: Commissioner Salter  
> Sent: Thursday, May 21, 2015 8:02 AM  
> To: Tammy Simmons  
> Subject: Re: Updates

>

> OK. Thanks.

>

> Sent from my iPhone

>

>> On May 21, 2015, at 7:33 AM, Tammy Simmons <[TammyS@santarosa.fl.gov](mailto:TammyS@santarosa.fl.gov)> wrote:

>>

>> The Chest Freezer Santa Rosa Futbol Club is requesting is a 21.7 c. ft chest freezer in the amount of \$650

>>

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

>> From: Scott Martin [<mailto:seamnky4@aol.com>]  
>> Sent: Wednesday, May 20, 2015 4:27 PM  
>> To: Tammy Simmons  
>> Subject: Re: Updates

>>

>> Tammy,

>> I apologize for the delay in getting back to you.

>> Whirlpool

>> Model #WZC3122DW

>>

No support documentation for this agenda item.