September 23, 2013

ECONOMIC DEVELOPMENT COMMITTEE

1. Update/presentation on NAS Whiting Field by commanding officer Capt. Matthew Coughlin.

2. Discussion of Gulf Power Site Evaluation and Certification Program.

No support documentation for this agenda item.

Hunter Walker

From:	Shannon Ogletree
Sent:	Wednesday, September 18, 2013 1:17 PM
To:	Hunter Walker
Cc:	Emily Spencer
Subject:	Fwd: Gulf Power Site Evaluation and Certification Program - Phase II Evaluations
Attachments:	160 Park Invitation to Proceed to Phase III.pdf; ATT00001.htm; NW FL Industrial Park Invitation to Proceed to Phase III.pdf; ATT00002.htm; Gulf Power Items Required for Certification - Park.pdf; ATT00003.htm; Gulf Power Items Required for Certification - Site.pdf; ATT00004.htm; Phase III Acknowledgement.04 01 13.pdf; ATT00005.htm; Whiting Aviation Park Phase II Letter.pdf; ATT00006.htm; Whiting Aviation Strengths & Weaknesses.pdf; ATT00007.htm

If the opportunity is still available would like to present to the board on Monday, John Hutchinson is also planning on attending.

Shannon

Sent from my iPad

Begin forwarded message:

> **From:** "Lindsey Myers" <LMyers@mccallumsweeney.com>
> **To:** "Shannon Ogletree" <shannon@santarosa.fl.gov>
> **Cc:** "Sarah White" <SWhite@mccallumsweeney.com>, "Cole Egan" <cegan@mccallumsweeney.com>, "Cliff J. Krut CEcD" <cjkrut@southernco.com>, "John L. Hutchinson" <JLHUTCHI@southernco.com>, "Stojak, Tina Marie" <TMSTOJAK@SOUTHERNCO.COM>
> **Subject: Gulf Power Site Evaluation and Certification Program - Phase II Evaluations**
>
> Shannon,
> Thank you for your participation in the Gulf Power Evaluation and Certification Program. We have completed our evaluation of Santa Rosa County's three county submitted properties, and we would like to invite you to proceed with Phase III for the 160 Park and the Northwest Florida Industrial Park. I have attached a formal invitation letter and the certification requirements. A Phase III Acknowledgement for Gulf Power is also attached which needs to be completed and returned to Gulf Power for these two properties. As a reminder, all of the certification requirements must be submitted with your certification application which will be due to us to no later than September 13, 2014.
>
> As we have discussed previously, the utilities to the Whiting Aviation Park will not meet the minimum criteria, and therefore, Whiting Aviation Park is not being invited to proceed to Phase III. I have attached the formal letter notifying you of this, and I have also attached a strengths and weaknesses assessment which provides recommendations on ways to further improve the property. (You will also receive a similar document for the other two properties once they have achieved certification.)
>
> If you have any questions as you complete your certification applications or about Whiting Aviation Park, please do not hesitate to reach out to us.

Also, we have invited both Mr. Clary's and Mr. Pullum's properties to move forward with Phase III.

Lindsey M. Myers
Senior Consultant
McCallum Sweeney Consulting
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Twitter<http://twitter.com/#!/mccallumsweeney>
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McCallum Sweeney Consulting
the geography of business

September 13, 2013

Shannon Ogletree
Executive Director
Santa Rosa Economic Development Office
6491 Caroline St., Suite 4
Milton, FL 32570

Dear Mr. Ogletree:

Thank you for your participation in the Gulf Power Site Evaluation and Certification Program. After reviewing the materials you have submitted for Phase II and conducting a site visit, we would like to invite you to proceed with Phase III to move towards final certification of the **160 Park.**

All of the items completed in Phase II as well as those additional requirements completed in Phase III will need to be submitted as part of the certification application. Please make sure to update the questionnaire to reflect any changes since the evaluation submission. Also, it is important to remember that mitigation or mitigation plans for any adverse issues that are discovered must be completed prior to certification or be able to be completed within 90 days.

The certification application must be submitted no later than one year from today, or **September 13, 2014**.

If you have any questions or concerns, please do not hesitate to contact me at 864-672-1600. We look forward to working with you during this exciting process.

Sincerely,

Lindsey M. Myers

Lindsey M. Myers
Senior Consultant

Sarah S. White

Sarah White
Consultant

phone: (864) 672-1600
fax: (864) 672-1610

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McCallum Sweeney Consulting
the geography of business

September 13, 2013

Shannon Ogletree
Executive Director
Santa Rosa Economic Development Office
6491 Caroline St., Suite 4
Milton, FL 32570

Dear Mr. Ogletree:

Thank you for your participation in the Gulf Power Site Evaluation and Certification Program. After reviewing the materials you have submitted for Phase II and conducting a site visit, we would like to invite you to proceed with Phase III to move towards final certification of the **Northwest Florida Industrial Park at I-10.**

All of the items completed in Phase II as well as those additional requirements completed in Phase III will need to be submitted as part of the certification application. Please make sure to update the questionnaire to reflect any changes since the evaluation submission. Also, it is important to remember that mitigation or mitigation plans for any adverse issues that are discovered must be completed prior to certification or be able to be completed within 90 days.

The certification application must be submitted no later than one year from today, or **September 13, 2014**.

If you have any questions or concerns, please do not hesitate to contact me at 864-672-1600. We look forward to working with you during this exciting process.

Sincerely,

Lindsey M. Myers

Lindsey M. Myers
Senior Consultant

Sarah S. White

Sarah White
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McCallum Sweeney Consulting
the geography of business

September 13, 2013

Shannon Ogletree
Executive Director
Santa Rosa Economic Development Office
6491 Caroline St., Suite 4
Milton, FL 32570

Dear Mr. Ogletree:

Thank you for your participation in the Gulf Power Site Evaluation and Certification Program. After reviewing the materials you have submitted for Phase II and conducting a site visit, we regret to inform you that the **Whiting Aviation Park** has not been selected to move forward to Phase III certification.

McCallum Sweeney Consulting evaluated your property based on a pre-determined list of minimum criteria. The following criteria were not able to be met which prevented the property from moving forward:

- The minimum criteria state that the industrial park must be served or be able to be served within six months by industrial quality power (a minimum of three-phase electric service). Estimated schedule to provide three-phase electric service to the park is nine months.
- The minimum criteria state that the industrial park must be served or be able to be served within six months by natural gas. Estimated schedule for natural gas is unknown, but line would have to be extended approximately five miles which would take longer than six months.
- The minimum criteria states that the industrial park must be served or be able to be served within six months by water infrastructure and a water system with a minimum excess capacity of at least 300,000 gallons per day. Estimated schedule to supply 300,000 gpd of water to the park is 24 months.

Although the Whiting Aviation Park does not currently meet the standards to achieve certification status, we encourage you to continue to market this location to other industrial users. To assist with those efforts, we have provided a list of strengths, weaknesses, and recommendations on how to further improve the park.

Thank you again for your hard work and support of this project. If you have any questions or concerns, please do not hesitate to contact us at (864) 672-1600.

Sincerely,

Lindsey M. Myers

Lindsey M. Myers
Senior Consultant

Sarah S. White

Sarah White
Consultant

phone: (864) 672-1600
fax: (864) 672-1610

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September 23, 2013

ADMINISTRATIVE COMMITTEE

1. Discussion of Riverfront Master Plan.

2. Discussion of submission of Florida Recreation Assistance Program (FRDAP) grant application for improvements to Navarre Park.

3. Discussion of reinstatement of the merit pay scale regarding salary adjustments included in the FY2013-2014 Budget and include addition of Step 19 to the scale.

4. Discussion of draft Request for Proposals format for soliciting sites for proposed judicial facility.

5. Discussion of procedure used in determining ranking of proposals.

6. Discussion of proposals submitted for design services for Pace Tennis Complex.

7. Discussion of Agreement with the West Florida Regional Planning Council for annual Small Quantity Hazardous Waste Generator Assessment and Notification Program.

8. Discussion of annual contract with Florida Department of Agriculture and Consumer Services for Mosquito Control Program and authorize execution of all relevant documents including Certified Mosquito Control Budget.

9. Discussion of FY2013-2014 Florida Department of State Aid to Libraries Grant Agreement.

10. Discussion of initiating Land Development Code (LDC) amendment clarifying construction along canal requirements.

11. Discussion of following actions as recommended by the Tourist Development Council (TDC)
    - Recommendation on three (3) expiring TDC terms
    - Recommendation on marketing contract with MDi

12. Discussion of Canvassing Board designee for 2014 election cycle.

13. Discussion of 3rd Annual Science Spooktacular by the Sea event hosted by the Navarre Beach Marine Science Center in the Navarre Beach Marine Park October 25-26, 2013.

14. Discussion of 5K Run Walk on November 16, 2013 beginning at 7:30 a.m. sponsored by Pace Assembly Ministries.

15. Information Only: Public Hearing items scheduled for 9:30 a.m. Thursday, September 26, 2013:

    Resolution authorizing the Escambia County Housing Finance Authority issue $150,000,000 Single Family Mortgage Revenue Bonds for first time homebuyers program and authorize Interlocal Agreement with Authority as participating County.

    Vacation of the west 7 feet of the rear 57 feet setback of Lot 13, Block A in the Grand Pointe East, Phase II Subdivision, as requested by Floyd A. Smith and Kristina Leeann Smith.

Recommendations & Improvements

To implement the Riverfront Plans for Milton and Bagdad, several key recommendations and physical improvements have been identified as described below:

The Deepwater Horizon oil spill of 2010 had major impacts on the environment, wildlife and economy of the Gulf of Mexico. The RESTORE Act has established the framework for restoration of the Gulf and compensation of the five states impacted by the disaster, including Florida. Under the Act, funding may be available to Milton and Bagdad. The Santa Rosa County Local RESTORE Council, which is mandated by the Act to review projects to determine eligibility for funding, will make recommendations to the Santa Rosa County Board of Commissioners for projects which qualify. The physical improvement projects outlined below are considered eligible for funding under a combination of the Act's three categories: ecological restoration, economic development, and tourism promotion.

NOTE: Costs are provided to convey order of magnitude only and would be revised when more detailed design/engineering studies are undertaken. Costs do not include land acquisition.

Physical Improvements

Blackwater Walk, Milton

The construction of Blackwater Walk is a high priority project and should be the primary project the City undertakes over the next five years. Blackwater Walk links with the existing Riverwalk and extends north to connect with the Blackwater Landing and Banquet Hall. It is intended to be a landmark feature of Milton and create unique riverfront experiences. As discussed previously, the design of the walk is envisioned to be comprised of interchangeable sections which can be relocated to create alternative layouts/alignments.

In order to move forward with implementation, a pre-design/engineering study is required to explore construction techniques, measures and options for building Blackwater Walk. The study would address in detail architectural and structural design opportunities/issues and related geotechnical and coastal engineering requirements. Detailed cost estimates would also be prepared during the study.

ESTIMATED COST: **$2 - 2.5 million**

Riverwalk South , Milton

As discussed in the document, a key feature of the plan for Milton is the extension of the Riverwalk towards the railroad. Continuing the design character of the Riverwalk, this extended boardwalk section unifies the area and creates more usable public space along the river. This would support the new restaurant proposed for the area and encourage further private sector investment. The preservation of park/green space along the water's edge is an important component of the concept and should be secured in the future development of commercial uses in the area as shown on the plan.

ESTIMATED COST: **$825,000**

Trail Link to Carpenters Park, Milton

The trail section connecting Quinn Street marina to Carpenter Park should be completed by the City. With the pedestrian bridge recently constructed to accommodate the link, this relatively short section would integrate the park into the core area and complete the northern part of the continuous riverfront trail discussed in the document.

ESTIMATED COST: **$75,000.00**

Riverfront Trail, Milton

The trail between Milton and Bagdad is an implementation priority and should proceed in the short term, pending available funding. The trail linking Mill Site Park in Bagdad with Preservation Park in Milton, should be developed with a number of user amenities including seating areas, overlooks, interpretive signage, etc. The trail should be continuous, in close proximity to the water's edge, and universally accessible. Depending on site conditions, it may be comprised of different materials (ie. asphalt, wood boardwalk).

ESTIMATED COST: **$950,000.00**

Blackwater Landing & Banquet Hall, Milton

The City should proceed with the development of the Blackwater Landing & Banquet Hall on Quinn Street in the short term. As a potential catalyst to stimulate private sector mixed use development on the site, improved recreational boating facilities are required in the core area. Marina improvements include new slips, improved boat launch, fuel dock, car and trailer parking, and associated site enhancements/landscaping.

ESTIMATED COST: **$3,500,000 (marina development)**
$1,900,000 (banquet hall)

(per CRAII North Blackwater Riverfront Master Plan)

Milton-Bagdad Connector

The Milton-Bagdad Connector, proposed in the Framework Plan, is a high priority project that will strengthen the connection between the two communities, which is a primary objective of this study. This includes redeveloping Henry Street with a "parkway character" created by greener edges, a separated multi-use trail, unique signage, three pedestrian bridges and small pullovers at creek crossings. An alternative estimate includes the cost to replace the three Henry Street bridges with structures that meet current design standards and accommodate pedestrians and bicycles, in lieu of pedestrian bridges. Additionally, pedestrian and cycling connections will extend from Henry Street to the riverfront along the railroad track in Milton and along the river's edge opposite Mill Site Park in Bagdad.

ESTIMATED COST:

Pedestrian bridge option:	**$2 - 3.5 million**
Bridge replacement option:	**$6.5 - 7 million**

Mill Site Park, Bagdad

Completion of the Mill Site Park is an implementation priority and should proceed in the short term. A Master Plan has been developed for the site and Phase I projects are funded and underway. Phase II projects will include small buildings, such as a teaching kiosk and multipurpose pavilion, along with water related features such as pier's, boat tie ups, and boardwalks.

ESTIMATED COST: **$1.5 million**

Oyster Pile Park and Ship Yard Park, Bagdad

The proposed improvements to Oyster Pile Park should be undertaken to enhance boater facilities' and passive recreation opportunities on the River. Acquisition of the parcel identified on the design plans is required to undertake the improvements which include a new boat launch, car and trailer parking, and a new boardwalk link to Mill Site Park. Improvements to Shipyard Park include enhanced picnic facilities and a new public washroom.

ESTIMATED COST: **$750,000.00**

Key Recommendations

Downtown Market Study, Milton

A comprehensive Downtown Market Study should be undertaken to address the financial feasibility of key components of the Riverfront Plan for Milton, including the Arts and Culture Center and the Blackwater Theater. Key aspects of the market study should include long term financial feasibility, economic impact, and potential funding models/sources/partnerships. The study should also address market conditions and related private sector investment opportunities for retail and residential development in the core area including the Blackwater Quarter and the Riverfront Hotel.

Riverfront Village – RV Park Interim Use, Milton

The Riverfront Plan proposes the development of a major marina facility and associated commercial development at the former concrete plant site. This is considered a longer term initiative which may be linked to the future development of the wastewater treatment plant when it is relocated. Until such development occurs, the concrete plant site could be developed in the interim as an RV Park, a needed use identified during the public consultation process.

As a brownfield site, it may be necessary to remediate the site prior to developing an RV Park. To initiate this, the City of Milton could assist the existing land owner with undertaking remedial measures and preparing the site for future development. Funds for this may qualify under the RESTORE Act funding categories related to economic and/or environmental restoration.

Blackwater Quarter - Pre-Design, Milton

The Blackwater Quarter is an entertainment destination and a major feature of the plan for downtown. A design development study of the public realm component of the concept fronting the river is recommended to establish the foundation for enhancing the Riverwalk and creating the restaurant/cafe uses envisioned.

Forsyth Street Streetscape Design Development Study, Bagdad

Based upon the concepts presented in this report, it is recommended that a design development study of Forsyth Street be undertaken to more fully explore the potential to transform the street into a Heritage Main Street. Key issues addressed in the study would include curb alignment and road section dimensions across the right-of-way (travel lanes, bike lanes, on-street parking, pedestrian space), the design of the pedestrian space (layout, surfacing, fixtures/furnishings), tree planting/landscape, interpretation, signage and wayfinding. An important improvement to make is burying overhead wires/cables, which should be explored in the study. The appropriate regulatory agencies with jurisdiction in the project should be consulted/included in the study.

Heritage Center Feasibility Study, Bagdad

A key feature of the design plan for Bagdad is the creation of the Heritage Center at the intersection of Forsyth and Main Streets. The Center would be a landmark destination in the Village and would provide visitor services/amenities. The feasibility study should address issues related to market potential, visitor profile, economic impact, capital/operational costs and funding potentials. The proposed location is on privately owned land and would require acquisition.

Santa Rosa County
Board of County Commissioners

Sheila Harris, Special Projects/Grants Director
6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Hunter Walker

DATE: September 18, 2013

FROM: Sheila Harris

RE: 2014/2015 FRDAP Application – Navarre Park

Applications for FRDAP projects for the Fiscal Year 2014-2015 are due by September 30, 2013. At the August 8th BOCC meeting, the Board approved development of an application for Navarre Park. Following is a summary of the grant application for this project. The required match would come from District IV recreation funds. In addition to approving the submittal of the grant application, a resolution is needed that approves addition of this project to the capital improvements schedule in the event that the grant is awarded.

Please place this on the September 23, 2013 agenda for discussion. Let me know if you have any questions regarding this request.

RESOLUTION NO. 2013-____

WHEREAS, the County of Santa Rosa is in need of improvements to existing neighborhood recreational facilities; and

WHEREAS, it is the desire of the Board of County Commissioners to utilize funding, via a grant from the Florida Recreation Development Assistance Program (FRDAP), to assist in the development and/or improvement of recreation facilities; and

WHEREAS, the improvements/development of this park shall be cause for the Board of County Commissioners to request amending the Santa Rosa County Capital Improvement Program (CIP) a part of the Santa Rosa County Comprehensive Plan, to include the additional facilities as part of the Recreation/Open Space element;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF SANTA ROSA COUNTY, FLORIDA;

SECTION I. The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant, for the park known as "Navarre Park", shall:

A. Provide the additional funding required for the development/improvements of the property, and
B. Proceed to develop the grant approved recreational facilities improvements and
C. Complete the development/improvements of the facilities within the designated time limits.

SECTION II. The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant to develop the recreational land, shall prepare and submit the appropriate documents to request amending the Capital Improvement Program element of the Santa Rosa County Comprehensive Plan to include the additional facilities.

SECTION III. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Santa Rosa Board of County Commissioners on a vote of ___ yeas, ____ nays, and ____ absent, in regular session, this 26th day of September 2013.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY_____
Chairman

ATTEST:

_____
Clerk of Courts

FRDAP 2014-2015
Navarre Park
Summary of Proposed Improvements and Costs for Grant Application

Project Location: 8513 Navarre Parkway, Navarre

Proposed Improvements	
Playground Improvements (surface and special needs equipment)	$ 20,000
Stand-alone restroom	$ 30,000
Basketball Court Improvements	$ 7,500
Picnic area with shade and tables	$ 12,500
ADA accessible Kayak Launch	$ 20,000
Splash Pad improvements	$ 35,000
Benches	$ 2,500
Landscaping	$ 10,000
Exercise Equipment	$ 12,500
TOTAL ESTIMATED IMPROVEMENTS	$ 150,000

Match	
County Cash Match (DIST IV Rec Funds)	$ 37,500
TOTAL Match (25%)	$ 37,500
GRANT Request	$ 112,500
TOTAL FUNDS FOR IMPROVEMENTS	$ 150,000

Other Information
Projects will be scored and ranked in fall/winter 2013.
The Legislature will consider priority list and recommend funding level in April 2014
Grant awards will be made on or around July 2014

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

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

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

HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners

FROM: Hunter Walker, County Administrator

DATE: September 18, 2013

SUBJECT: FY2013-2014 Salary Adjustment

Included in the recently approved FY2013-2014 Budget were funds for salary adjustment for Santa Rosa County employees. The consensus of the Constitutional Officers seems to be the reinstatement of the Merit System for FY2013-2014 which provides merit increase of five percent (5%) for employees with less than five (5) years in grade and 2.5% increase employees beyond five (5) years in grade.

I would also recommend that Step 19 be added to the pay plan which will enable those employees who have "topped out" on plan, receive a 2.5% increase.

This matter will be on agenda for September 23, 2013 Committee-of-the-Whole agenda.

SANTA ROSA COUNTY
HUMAN RESOURCES POLICY
2002

General Provision

Pursuant to the Civil Service Act, all rules relating to suspension; demotion; termination; pay plan; leave and holiday, reduction-in-force, and hearings of the Civil Service Board are binding on the Board of County Commissioners and Constitutional Officers. All other rules shall be at the option of the relevant appointing authority.

REQUEST FOR PROPOSALS FOR PROPERTY
FOR PROPOSED JUDICIAL SITE

Notice is hereby is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting proposals for property for the proposed judicial site.

Proposals should meet the following criteria:

- Parcels should be minimum of ten (10) acres in size.
- Parcels should be located within 2.5 miles of the intersection of Highway 90 and Avalon Boulevard in Milton, Florida.
- Submittals should include adequate information for the Board to determine what portion of the property, if any, is jurisdictional wetlands.
- Should the proposed parcel be larger than ____ acres, the submittal should indicate whether the seller is willing to sell less than the entire parcel.
- Proposals should include a price for the property, either in total or per acre or both.
- Proposals should include information on the ownership of the property.

Santa Rosa County shall have the right to negotiate with such submitter deemed to be in the best interest of Santa Rosa County. The agreement shall be as drafted by Santa Rosa County and shall comply with all applicable regulations.

All proposals must be in writing and delivered by hand or Fed Ex to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., _____, 2013. All proposals shall be sealed and clearly labeled, "**RFP-** _____". Please provide one original, eleven (11) copies of the proposal, and one (1) CD with all of the above information included,(each document must be in an individual PDF format file). The proposal will be publicly opened at this time. Only proposals received by the aforestated time and date will be considered. Proposals received after the time set for opening will be rejected and returned to the submitter.

Questions concerning this request may be directed to the Santa Rosa County Administrator, Hunter Walker, at (850) 983-1855.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive all informalities and to award the proposal that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

LEGAL NOTICE

One issue – March 2, 2013 - Press Gazette, March 7, 2013 - Navarre Press, and March 7, 2013 - Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

Hunter Walker

From: Commissioner Lynchard
Sent: Tuesday, September 17, 2013 3:46 PM
To: Hunter Walker
Subject: RE: Voting Procedures

At the conclusion of presentations and discussion, the selection committee will have the option of adjourning to allow additional time for further review or moving directly into the ranking and selection process.

Ranking and selection will be as follows:

Each member of the selection committee will list their top 3 choices (without designating order). The 3 proposals garnering the highest number of mentions will move on to final ranking.

The members of the selection committee will then vote for their first choice. If no proposal garners a majority of the committee, then the proposal which only received 1 vote will be removed from consideration, and the committee will again vote for their first choice.

This process will be repeated to determine the second and third ranked proposals.

Lane Lynchard
Santa Rosa County Commissioner, District 5
850-983-1876

Public Records Notice
Florida has a very broad public records law. Written communications to or from elected officials regarding official matters are public records available to the public and media upon request. Your e-mail and other communications are subject to public disclosure.

From: Hunter Walker
Sent: Tuesday, September 17, 2013 2:01 PM
To: Commissioner Lynchard
Subject: Voting Procedures

I am having difficulty in articulating voting procedures as we discussed at last Committee meeting. Any thoughts?

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.

BID OPENING
September 17, 2013
Milton, Florida

Present: Procurement Officer. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open submittals for architectural services for the Pace Tennis Complex; submittals were received from the following:

Architectural Services for the Pace Tennis Complex:

1. TOWNES + architects, P. A.
2. CPH Engineering, Inc,
3. Sam Marshall Architects
4. DAG Architects
5. Quina Grundhoefer Architects
6. Mark Essert Architecture, P. L.
7. Tyson and Billy Arcitects

West Florida
Regional
Planning
Council

SEP 1 3 2013

7

David Cadle, Chair
Thomas Abbott, Vice-Chair

Terry A. Joseph, Executive Director

September 12, 2013

Mr. Hunter Walker
Administrator, Santa Rosa County
6495 Caroline Street
Milton, FL 32570

Dear Mr. Walker:

Enclosed you will find the final report and an invoice for completed work on the County's Small Quantity Generator contract with the West Florida Regional Planning Council for the 2012-2013 fiscal year.

Additionally, I have included a contract for the 2013-2014 fiscal year. We look forward to working with you on this endeavor.

Sincerely,

Terry A. Joseph
Executive Director

Enclosure

Pensacola
P.O. Box 11399
Pensacola, FL 32524-1399
P: 850.332.7976 • 1.800.226.8914
F: 850.637.1923

Panama City
651 West 14th Street, Suite E
Panama City, FL 32401
P: 850.769.4854
F: 850.784.0456

www.wfrpc.org

AGREEMENT

BETWEEN

SANTA ROSA COUNTY, FLORIDA

AND

THE WEST FLORIDA REGIONAL PLANNING COUNCIL

This Agreement is entered into on _____, 2013, by the **Santa Rosa County, Florida,** (hereinafter referred to as the "County"), a municipal corporation of the State of Florida with the address of 6495 Caroline Street, Milton, Florida 32570, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

The parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations. The County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations.

In consideration of the mutual covenants and promises contained herein, Town and Council agree as follows:

1.00 SCOPE OF SERVICES

1.01 The Council shall provide the Required Services identified in Attachment A.

1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect until September 30, 2014, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with Cause prior to such end date pursuant to Section 8.02.

2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.

2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

3.01 The Council will perform the Required Services described in Attachment A for the cost of $12,300.00.

3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

4.01 Determination of the amounts payable to the Council shall be as stated in Section 3.00 and Attachment A of this Agreement.

4.02 The invoice will be signed by the Executive Director of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and such other documentation as may reasonably be required by the County.

4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to its reasonable satisfaction.

5.00 WORK PRODUCTS

5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.

5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Santa Rosa County – Mr. Hunter Walker, County Administrator, Santa Rosa County, 6495 Caroline Street, Milton, Florida 32570, (850) 983-1855, hunterw@co.Santa-Rosa.fl.us.

West Florida Regional Planning Council – Ms. Terry Joseph, Director, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 201, terry.joseph@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or

omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of $___0.00___ (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise

mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of $__0.00____ (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

a) County's non-payment of a correct invoice after ninety (90) days;

b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;

c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;

d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or

e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Santa Rosa County, State of Florida.

ATTACHMENT A

Scope of Services to Conduct the Santa Rosa County Small Quantity Generator Assessment, Notification and Verification Program for 2013-14

West Florida Regional Planning Council will provide the following services for Santa Rosa County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Santa Rosa County. Utilize occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produces, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).

   Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).

2. Provide information to business owners, non-profit organizations, and governmental facilities that help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from the Florida Department of Environmental Protection, and known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.

3. Notify the County Administrative Supervisor of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.

4. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2014.

5. Provide a written report on the progress of the SQG program in the county, along with a digital copy of the report in Adobe Acrobat PDF format, or other common software format per request, upon completion of the verification process.

8

SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT
6065 Old Bagdad Highway
Milton, FL 32583
www.santarosa.fl.gov

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

Memo

To: Hunter Walker, County Administrator

From: Jerrel Anderson, P.E., Environmental Manager JA

Thru: Roger Blaylock, P.E., County Engineer Roger

Date: September 10, 2013

Re: Certified Mosquito Contract 2013/2014

Attached please find the contractual agreement between the Department of Agriculture and Consumer Services and the Santa Rosa County Board of County Commissioners. The intent of the contract is to specify proper expenditures of State Mosquito Control funds as well as reporting procedures.

There are two original contracts enclosed, please return one original to the Environmental Department to mail to Tallahassee in keeping with their required timeline.

JA/tt

RECEIVED
SEP 11 2013
SANTA ROSA COUNTY
ENGINEERING

Y:\department\EnviromentalDept\Tonya\Mosquito Control\Monthly Reports\STATE REPORTS\New State Forms 13.14\Annual MC State Forms 13.14\Memo Certified Mosquito Contract FY13.14

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

020324

ADAM H. PUTNAM
COMMISSIONER

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this _____day of _____2013 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the _____Santa Rosa County Mosquito Control_____, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2013 through September 30, 2014.

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

An operational work plan on FDACS Form 13666 entitled "Operational Work Plan for Mosquito Control", and a detailed work plan on FDACS Form 13623 entitled "Detailed Work Plan Budget – Arthropod Control" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2013.

Following approval of the work plan and detailed work plan budget by the Department, two notarized (certified) copies of the CONTRACTOR's certified budget on FDACS Form 13617, entitled "Annual Certified Budget for Arthropod Control" shall be submitted to the Department not later than September 30, 2013. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on FDACS Form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department. The certified budget shall show all estimated cash carry-over amounts as a beginning cash balance. When the estimated cash carry-over amount in any fund is less than the actual cash carry-over amounts, a budget amendment shall be submitted to budget the additional amount of funds; however, only local fund carry-over re-budgeted by October 30, 2013 will be matched. NO EXCEPTIONS WILL BE MADE.

Budget amendments on FDACS Form 13613, entitled "Arthropod Control Budget Amendment," shall be prepared and submitted to the Department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

Not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st), the CONTRACTOR shall submit a monthly financial report to the Department on FDACS Form 13663, entitled "Mosquito Control Monthly Report" for Local Funds and FDACS Form 13650 entitled "Mosquito Control Monthly Report" for State Funds. CONTRACTOR shall submit two (2) copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by the program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, Florida Statutes, shall continue to submit financial reports as required by Rule 5E-13.027(3), Florida Administrative Code, until funds received under this program are exhausted.

CONTRACTOR shall complete and submit FDACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st). If there is no activity in any given month, CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes.

All purchases of supplies, materials and equipment by CONTRACTOR shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to CONTRACTOR here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and CONTRACTOR. The plan and budget may be amended at any time upon prior approval of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year. No State funds may be placed in a reserve account.

All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statues, and recorded on FDACS Form 13666 entitled "Operational Work Plan For Mosquito Control".

Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.

State funds, supplies, and services shall be made available to CONTRACTOR by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying CONTRACTOR and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.

Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of the state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt CONTRACTOR, as a non-state entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance to CONTRACTOR or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

Please Initial

This Agreement shall be executed and returned to the Department not later than October 1, 2013.

Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Intellectual property is subject to the following additional provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

B. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

C. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330.

The Department will pay the CONTRACTOR in arrears as follows:

An amount not to exceed $30,000 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: Contractors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

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

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and
s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

A. 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 indicates 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 provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. 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. In the event that the Recipient expends less than $500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 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 Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by 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 of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800

(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 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-though entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. 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 letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Any reports, management letters, 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, as revised.

G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises,Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submita bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Stacey D. Reese and is located at **Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS-C-41, Tallahassee, Florida 32399-1650.**

The Contract Manager for the Contractor is Jarrel Anderson and is located at 6065 Old Baydad Highway Milton, FL.

Signed by parties to this agreement:

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida	**CONTRACTOR:** Santa Rosa County Mosquito Control
Signature	Signature
Director Administration	
Title	Title
8-28-13	
Date	Date

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. ***First applicable compliance requirement (e.g., what services/purposes resources must be used for).***

2. ***Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).***

3. ***Etc.***

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
_____ $ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Awarding Agency: Florida Department of Agriculture and Consumer Services

Title: MOSQUITO CONTROL (Arthropod Control/Mosquito Control State Aid)

Project Amount: not to exceed $30,000

CSFA#: 42003

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: **Grant Agreement**

DATE: **September 11, 2013**

Please find attached, a copy of the 2013-2014 State Aid to Libraries Grant Agreement. We estimate that Santa Rosa County will receive $125,256.00.

I recommend approval of this agreement.

DC/lh

cc: A. Jones
G. Wilson

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

The Applicant (GRANTEE) Santa Rosa County Board of County Commissioners
(Name of library governing body)

Governing body for Santa Rosa County Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes,* has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes,* is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. Provide the following as grant deliverables:

1. For payment number one:

i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.

2. For payment number two:

i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.

d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.

e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.

f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.

h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.

i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.

j. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.

k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such GRANTEE, the grantee 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE 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. In the event that the GRANTEE expends less than $500,000 in state financial assistance in its fiscal year and 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at https://apps.fldfs.com/fsaa.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building, Room 114A
   500 South Bronough Street
   Tallahassee, Florida 32399-0250

2. 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

m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.

b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.

c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.

g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.

i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.

j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.

l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.

n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.

o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.

p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.

q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to $0.

r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

Hunter Walker

From: Commissioner Lynchard
Sent: Tuesday, September 17, 2013 12:53 PM
To: Mike Rodgerson
Cc: blee@uscofl.com; cindyhgross@gmail.com; gdedlund@att.net; Jernigan, Robert J.; jim@actinnovations.com; MAB@MARKBEDNARLAW.COM; matthewcibula@att.net; Mike Breton; tbryars@bryarsfinancial.com; Hunter Walker; Beckie Cato
Subject: RE: canal building language

Mike,

I have asked that the item be placed on the BOCC agenda for next week's meeting. The action will be to refer it to staff and the Local Planning Board for review of the current ordinance and needed changes. Once it is referred, I would be glad to sit down with you and the other residents, along with Beckie Cato (Planning Director), to craft an ordinance that will protect everyone's interest. After it works through the planning board, it would then come to the BOCC for approval. We can send out an email in a couple of weeks to all concerned to arrange a meeting. Thank you.

Lane Lynchard
Santa Rosa County Commissioner, District 5
850-983-1876

Public Records Notice
Florida has a very broad public records law. Written communications to or from elected officials regarding official matters are public records available to the public and media upon request. Your e-mail and other communications are subject to public disclosure.

From: Mike Rodgerson [mike1164@bellsouth.net]
Sent: Sunday, September 15, 2013 4:18 PM
To: Commissioner Lynchard
Cc: blee@uscofl.com; cindyhgross@gmail.com; gdedlund@att.net; Jernigan, Robert J.; jim@actinnovations.com; MAB@MARKBEDNARLAW.COM; matthewcibula@att.net; Mike Breton; tbryars@bryarsfinancial.com
Subject: RE: canal building language

Good Morning Commissioner Lynchard,

I am following up with you to find out what we need to do to get started on changing the language per the e-mails below. I continue to field phone calls and e-mails regarding the resident on Aquamarine Drive that is building a new boathouse and dock using a 5 year old permit and variance. The question I keep getting is about the pilings he has set out into the canal and whether or not they are part of the variance. The pilings are not ever mentioned in the variance, but they are within 2 feet of the neighboring property line and set way to far out into the canal (in my opinion and that of his neighbors) which is causing some problems with the neighbors and other residents along that canal. According to Mr. Jones, the pilings are included in the variance. I have a board member that would like to sit down with you at your earliest convenience and discuss getting the language of the code changed so that we can

avoid this type of conflict in the future. Please let me know what your availability is over the next two weeks and we will see if we can get together.

Thank you,

Mike Rodgerson
Villa Venyce HOA President

From: Commissioner Lynchard [mailto:commlynchard@santarosa.fl.gov]
Sent: Friday, August 23, 2013 8:58 AM
To: Mike Rodgerson
Cc: Angie Jones; Beckie Cato
Subject: RE: canal building language

Mike,

Sorry for the delay in responding. I had to travel to Clearwater this week for meetings on the RESTORE Act.

I will ask our County Attorney to review the specific codes. In order to amend, we would have to have a public hearing on amending the ordinance. We should be able to work with our planning department to come up with an appropriate solution. Thank you.

Lane Lynchard
Santa Rosa County Commissioner, District 5
850-983-1876

Public Records Notice
Florida has a very broad public records law. Written communications to or from elected officials regarding official matters are public records available to the public and media upon request. Your e-mail and other communications are subject to public disclosure.

From: Mike Rodgerson [mike1164@bellsouth.net]
Sent: Thursday, August 22, 2013 6:49 PM
To: Commissioner Lynchard
Subject: canal building language

Hi Commissioner Lynchard,

I have been contacted by some residents of my subdivision concerning the language in the building code that is involved in the situation we are dealing with at 1036 Aquamarine. According to some long time canal front property owners, some residents have re built old seawalls and back filled behind them. In essence, adding more property to their lot. Then, when they build a dock or boathouse, the measurements taken to determine where they can build, are taken from the center of the canal. Which in essence allows a homeowner to build further out into the canal than they really should. I'm not sure I am explaining this correctly as it is difficult via e-mail. My previous e-mail to you last week mentioned some language that a former President tried to get put into the codes back in 03 or 04 with

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Hunter Walker

From: Kate Wilkes <kwilkes27@gmail.com>
Sent: Thursday, September 19, 2013 10:33 AM
To: Hunter Walker
Subject: Agenda items
Attachments: doctdc02393320130919100619.pdf

The TDC will be holding a special meeting on Tuesday, Sept. 24 to make recommendations on the following:

Handling reorganization of marketing firm MDi. Recently 4 of the key employees of MDi resigned. They basically handled the TDC account and submitted successful marketing plans to BP for huge grants one of which we expect another $491,000 for next year and have been very successful at increasing our bed tax collections.
What will be suggested at the Tuesday meeting is that we give MDi 90 days notice and go out for an RFP for a marketing firm. This will also give the existing Mdi and the newly formed marketing firm as well as any firms to submit bids.

Also, the TDC will be asked to recommend candidates for the 3 open positions on the TDC. The South End unanimously recommended Vernon Compton, Laurie Gallup and Shanean Ridgley. The North End recommends Vernon Compton, Laurie Gallup and Liz Horton, one opposing vote. Attached is list of requirements suggested by the TDC and responses from applicants.
I am including all responses.

We would like to have these items considered by the BOCC at the Thursday meeting.

Please call with any questions and thank you!

Kate

--
Kate Wilkes
Executive Director
Santa Rosa County Tourist Development
8543 Navarre Parkway
Navarre, FL 32566
850-939-8666
kwilkes27@gmail.com
www.floridabeachestorivers.com

Please note: Due to Florida's very broad public records file, most written communication to or from County Employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication
may be subject to public records disclosure.

No support documentation for this agenda item.

Navarre Beach Marine Science Station
Santa Rosa County School District
8638 Blue Heron Court
Navarre Beach, FL 32566
(850) 936-6080 ext. 9
(850) 936-6088 Fax
www.navarrsciencestation.org

September 18, 2013

Hunter Walker
Santa Rosa County Administrator
6495 Caroline St
Milton, FL 32570-4592

Dear Hunter:

The Navarre Beach Marine Science Station would like to request authorization to host the third annual *Science Spooktacular by the Sea* in the Navarre Beach Park on October 25 & 26, 2013. This family friendly event is from 6-9pm. We will work with the SRSO to employ off duty officers to assist as needed.

Thank you for continuing to support the station and, in this case, all of the SRCSD teachers that will be doing science demonstrations at the event.

Should you have any questions, please call me at 261-2141.

Sincerely,

Charlene Mauro

Charlene Mauro
Director
Navarre Beach Marine Science Station

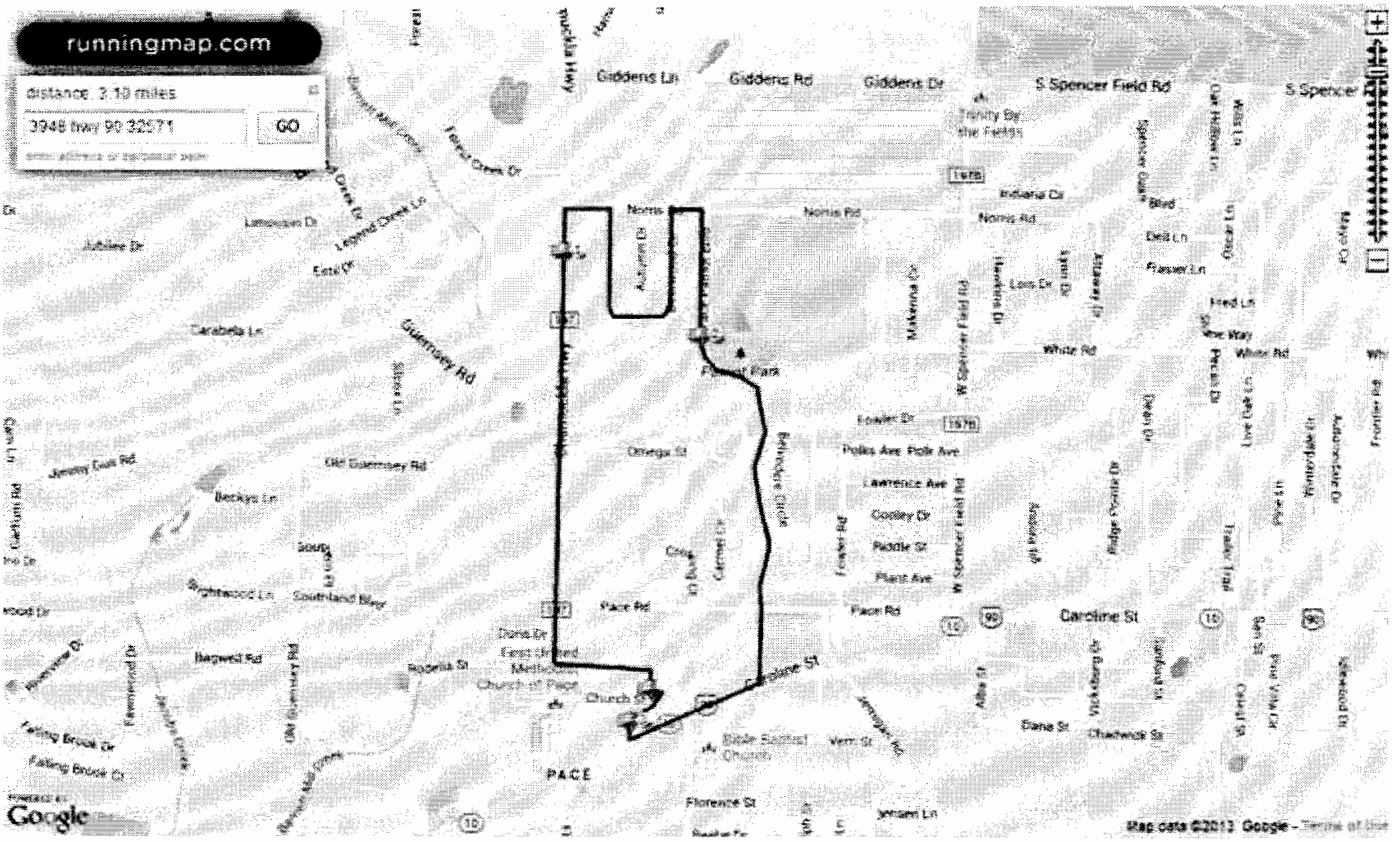
Hunter Walker

From: Accounting <lnettles@paceassembly.org>
Sent: Tuesday, September 17, 2013 3:43 PM
To: Hunter Walker
Subject: Requesting approval for 5K run in Pace

Good afternoon Mr. Walker,

I hope you are doing well today. I was given your name as a contact regarding event approval by Santa Rosa County. Pace Assembly Ministries would like to organize a 5K run/walk on November 16, 2013. Any profits would go toward funding our Christmas Outreach. For over 30 years, we have helped families in hard times enjoy Christmas by providing toys and food for their families. Last year alone we provided toys for over 140 children.

Starting time would be 7:30am and end at 9:00am. The route would begin and end at Pace Assembly. I have attached a Word document with the proposed route and also included the map below. I realize that we would not be able to run on Hwy 90, but we would be on the sidewalk. Please contact me if you think anything needs to be changed before voting for approval. I was told that the next meeting for approval is this Monday, Sept. 23. My hope is that our proposal would be presented at that meeting so that organizing may begin as soon as possible. Thank you so much for your time and consideration.



Have a Blessed Day,

Leighann Nettles
Pace Assembly Ministries
accounting@paceassembly.org
(850) 202-3134

Elbert Jones Jr
Executive Director
Elbertjones@escambiahfa.com

Karyn Norton
Assistant Executive Director
karyn.norton@escambiahfa.com

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

WWW.ESCAMBIAHFA.COM

C.J. Pipkins
Housing Program Director
cjpipkins@escambiahfa.com

Fran Jones
Accountant
fran.jones@escambiahfa.com

15

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September 13, 2013
(VIA FEDERAL EXPRESS)

Mr. Hunter Walker
County Administrator
Santa Rosa County, Florida
6495 Caroline St, Suite D
Milton, Florida 32570

Re: Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Program"); and
TEFRA Hearing Scheduled – September 26, 2013 at 9:30 am

Dear Mr. Hunter:

Enclosed please find the following items for the agenda package for the above-referenced TEFRA Hearing:

(1) Affidavit of Publication for the public hearing;
(2) Resolution of the Board of County Commissioners; and
(3) Interlocal Agreement, the form of which is approved pursuant to the Resolution and authorizes the County to participate in the above-referenced Program.

Note that the Resolution should be adopted following the public hearing.

Also enclosed are four copies of the Resolution and three partially executed copies of the Interlocal Agreement. Upon adoption by the Board, please have (i) two certified copies of the Resolution and (ii) two originals of the fully executed Interlocal Agreement returned to bond counsel for the Authority at the address shown below (I have enclosed a pre-paid Federal Express label for your convenience).

Richard I. Lott, Partner
McGuireWoods LLP
ATTN: Nealon Starr (Escambia Housing Program)
25 West Cedar Street, Suite 211-500
Pensacola, Florida 32502

If you have any questions or require additional information prior to the Board meeting, please do not hesitate to contact us. Thanks for all your help.

Sincerely,

C.J. Pipkins
Assistant Executive Director

Enclosures

PRESS GAZETTE

Published Bi-Weekly
6629 Elva Street - Phone 623-2120
Milton, Santa Rosa County, Florida 32570

STATE OF FLORIDA
COUNTY OF: SANTA ROSA

Before the undersigned authority personally appeared

Ruth Ann Pratt

who on oath says that she is

Cashier

of the Press Gazette, a bi-weekly newspaper published at Milton in Santa Rosa County, Florida; that the attached copy of advertisement, being a

LEGAL NOTICE
RE: NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

9/7/2013

Affiant further says that the said Press Gazette is a newspaper published at Milton in said Santa Rosa County, Florida, and that the said newspaper has heretofore been continuously published in said Santa Rosa County, Florida, each week and has been entered as second class mail matter at the post office in Milton, in Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

I (SWEAR)(AFFIRM) that the above information is true and correct to the best of my knowledge.

Ruth Ann Pratt
(Signature of Applicant)

Sworn to and subscribed before me this 11th day of September, 2013.

Carolyn V. Barnes
(Signature of Notary Public-State of Florida)

CAROLYN V. BARNES
MY COMMISSION # EE 030235
EXPIRES: November 12, 2014
Bonded Thru Notary Public Underwriters

Personally known ✓ or produced identification _____

Type of identification produced _____

RESOLUTION NO. 13-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, AUTHORIZING THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE WITHIN THE BOUNDARIES OF SANTA ROSA COUNTY, FLORIDA, AND APPROVING A PLAN TO FINANCE SINGLE FAMILY MORTGAGE LOANS ON BEHALF OF SANTA ROSA COUNTY, FLORIDA; AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AGREEMENTS WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY AND TO EXECUTE AND DELIVER CERTAIN DOCUMENTS AND INSTRUMENTS IN CONNECTION THEREWITH; APPROVING A FORM OF INTERLOCAL AGREEMENT; APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF NOT EXCEEDING $150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 159, Part IV, Florida Statutes, (the "Act") authorized counties to create housing finance authorities to exercise powers of the Act within their boundaries or outside their boundaries with the consent of the governing body of the territory outside their area of operation; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, (the "Escambia Board") on May 29, 1980, enacted Ordinance No. 80-12 and on March 20, 2003, the Escambia Board enacted Ordinance 2003-8 (collectively, the "Ordinance"), creating the Escambia County Housing Finance Authority (the "Authority") and authorized the Authority to exercise all powers under the Act subject to approval by the Escambia Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, there is no housing finance authority currently operating in Santa Rosa County, Florida ("Santa Rosa County"); and

WHEREAS, pursuant to the Act, the Board of County Commissioners of Santa Rosa County, Florida, (the "Santa Rosa Board") has found a shortage of affordable housing and capital for investment therein and a need for a housing finance authority to function in Santa Rosa County; and

WHEREAS, it is not practicable at this time under existing Florida and Federal laws and regulations for a single local agency to issue its mortgage revenue bonds for the purpose of implementing a single family housing program, although the shortage of such single family housing and capital available for investment therein is continuing in Santa Rosa County; and

WHEREAS, the Authority by Resolution No. 2013-02 duly adopted on May 14, 2013, as amended and supplemented (the "Enabling Resolution"), authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code"), for the operation of a TBA Program (herein defined) or by the issuance from time to time of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Authority may also issue taxable mortgage revenue bonds to increase the amount available for mortgage loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Program heretofore approved by the Authority includes a program pursuant to which mortgage loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented (the "TBA Program"), and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of mortgage-backed securities backed by mortgage loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available mortgage-backed securities; and

WHEREAS, the Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding $150,000,000, exclusive of any amounts required for refunding purposes; and

WHEREAS, the Santa Rosa Board desires to authorize certain actions as necessary in connection with participation in the Plan and the Program and the issuance, sale, authentication and delivery of the Bonds by entering into an Interlocal Agreement dated as of September 26, 2013 (the "Interlocal Agreement"); and

WHEREAS, Section 147(f) of the Code requires public approval of certain private activity bonds and the Plan therefor by an applicable elected representative or governmental unit following a public hearing and the Santa Rosa Board constitutes an applicable elected representative or governmental unit; and

WHEREAS, pursuant to Section 147(f) of the Code a public hearing was scheduled before the Santa Rosa Board on behalf of the Santa Rosa Board, the Escambia Board and the Authority for September 26, 2013, at 9:30 a.m. or as soon thereafter as practicable, and notice of such hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such hearing; and

WHEREAS, the Santa Rosa Board, has on September 26, 2013, held the public hearing and provided at such hearing reasonable opportunity for all interested individuals to express their views, both orally and in writing, on the issuance of the Bonds; and

WHEREAS, the Santa Rosa Board diligently and conscientiously considered all comments and concerns expressed by such individuals; and

WHEREAS, the Santa Rosa Board desires to express its approval of the action to be taken pursuant to the Enabling Resolution and the Act, and as required by Section 147(f) of the Code;

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

Section 1. Because of the continuing shortage of affordable single family housing and capital for investment therein in Santa Rosa County and the continuing impediments to a bond issue to alleviate such shortages as to single family housing, it is hereby determined that the Santa Rosa Board consents to the Authority exercising its powers (i) to issue the Bonds, (ii) to implement the Plan to provide capital from sources of funds available to the Authority, including but not limited to a portion of the proceeds of the Bonds and proceeds of obligations refunded by the Bonds, and (iii) to establish the Program to finance mortgage loans for single family housing within the statutory boundaries of Santa Rosa County; provided, that the Authority and Santa Rosa County first enter into a written agreement setting forth the powers, duties and limitations of the Authority as they pertain to the use of said Bond proceeds within Santa Rosa County and payment of the issuance costs for such Bonds.

Section 2. In furtherance of the purposes set forth in Section 1 hereof the Chairman or Vice-Chairman and Clerk or Deputy Clerk of the Santa Rosa Board are hereby authorized to execute such consents, intergovernmental agreements, applications, instruments or other documents as shall be required to implement participation by the Santa Rosa Board of such Program and to provide for payment of Santa Rosa County's proportionate share of the costs thereof, including but not limited to the costs of issuance of such Bonds, all as shall be approved by counsel to Santa Rosa County.

Section 3. The Interlocal Agreement, in substantially the form attached hereto as Exhibit "A", and made a part hereof, between Santa Rosa County and the Authority is hereby approved. The officers of Santa Rosa County are hereby authorized to enter into such Interlocal Agreement on behalf of Santa Rosa County with such changes not inconsistent herewith as the officers executing same may approve, such execution and delivery to be conclusive evidence of such approval. The appropriate officers of Santa Rosa County are hereby further authorized to execute and deliver such other documents and instruments as may be necessary to implement such Plan and the Program, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act and the Plan, for the purposes set forth in the Interlocal Agreement.

Section 4. The Santa Rosa Board hereby approves, within the meaning of Section 147(f) of the Code, the Authority's Plan and the issuance by the Authority in multiple series from time to time of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)," with such particular Series designation as shall be appropriate, for funding the Authority's Program and such other action to be taken pursuant to the Enabling Resolution or the Act.

Section 5. The principal of and premium, if any, and interest on the Bonds and all payments required under the proposed financing agreements, including the Interlocal Agreement, shall be payable solely by the Authority from the proceeds derived by the Authority under the proposed financing agreements, and Santa Rosa County shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the proposed financing agreements, or (ii) pay the same from any funds of Santa Rosa County whatsoever. Adoption of this Resolution does not authorize or commit the expenditure of any funds of Santa Rosa County to pay the costs of issuance of such Bonds. The Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Santa Rosa County, Escambia County, or other participating Counties or the Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Program.

Section 6. All resolutions or parts thereof of the Santa Rosa Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution shall take effect immediately upon its adoption.

Duly adopted in the regular session this 26th day of September, 2013.

SANTA ROSA COUNTY, FLORIDA

By: _____

(SEAL) Its: Chairman

ATTEST:

By: _____

Its: Clerk,

Exhibit "A"

FORM OF INTERLOCAL AGREEMENT

[Follows]

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 26th day of September, 2013, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY,** a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Escambia Authority"), and **SANTA ROSA COUNTY, FLORIDA,** a political subdivision of the State of Florida (hereinafter referred to as the "Participating County");

W I T N E S S E T H:

WHEREAS, Part IV of Chapter 159, Florida Statutes (the "Act"), authorizes the creation of housing finance authorities within the State of Florida (the "State") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia Authority by Resolution No. 2013-02 duly adopted on May 14, 2013 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance (the "Plan"), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the "Code"), for the operation of a TBA Program (herein defined) and issuance of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds"), in multiple series (collectively, the "Program"); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding $150,000,000 (which may also include Bonds, if any, for which a carry-forward allocation has been obtained pursuant to Section 146(f) of the Code), exclusive of any amounts required for refunding purposes; and

WHEREAS, pursuant to Sections 143 and 146 of the Code, the amount of new mortgage revenue bonds which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

WHEREAS, the limitations upon available portions of the private activity volume cap prevents the separate issuance of qualified mortgage revenue bonds for each county from being feasibly and economically accomplished; and

WHEREAS, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for single family mortgages ("Mortgage Loans") of both Escambia County and the Participating County, as well as certain other counties which may also participate in joint bond programs; and

WHEREAS, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the "Allocation Amounts") granted by the State from August 1, 2013, through December 31, 2017 (the "Authorization Period") for the purpose of issuing

qualified mortgage revenue bonds or for the purpose of using other funds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

WHEREAS, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to mortgagors; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorizes the Participating County to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on September 26, 2013 (the "County Resolution"); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limit the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the "TBA Program") pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase by the Authority (directly by the Authority or pursuant to a warehousing arrangement) of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available Mortgage-Backed Securities; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring upon the Escambia Authority the power to exercise or contract by agreement with the Escambia Authority those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority's area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of continual operation of the TBA Program and for the purpose of issuing mortgage revenue bonds in one or more series from time to time, as qualified mortgage revenue bonds based on the Allocation Amounts, as taxable mortgage revenue bonds or from other available monies which require no bond volume allocation, to (i) make available funds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family housing developments located within the Participating County in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Allocation Amount; Substitution of Bonds The Participating County hereby authorizes the Escambia Authority to issue, reissue, remarket or refund Single Family Mortgage Revenue Bonds in multiple series from time to time based on the available Allocation Amounts through

the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from available monies or taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for single family housing developments in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued, re-issued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Participating County's bonds that could have been issued for such purpose. The Participating County hereby authorizes the Escambia Authority to utilize the Participating County's Allocation Amounts on behalf of the Participating County as part of its Plan for the purpose of financing the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Participating County during the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding or refinancing of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Participating County.

Section 2. Administration The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Participating County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Participating County with such reports as may be necessary to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, re-issue, deliver, refund or remarket its Escambia Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for single family housing developments in the Participating County and to take such other action as may be necessary or convenient to accomplish such purpose, including operation of the TBA Program. Each Participating County may apply for the full Allocation Amount available for such County. It is agreed that the initial regional Allocation Amounts for the Escambia Bonds in the Participating County and other Participating Counties located within the same bond volume allocation region under Section 159.804, Florida Statutes, shall be allocated ratably between the Participating County and such other Participating Counties within such region based upon lender demand through June 15 of each year in which Allocations Amounts are obtained.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program or other sources available to the Escambia Authority.

Section 3. Program Parameters; Fees and Expenses

(A) Upon request of the Escambia Authority, the Participating County shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Participating County, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code or the Act without further action of the Participating County.

(B) The fees and expenses of the Participating County shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Participating County and the Escambia Authority at or prior to issuance of the Escambia Bonds.

Section 4. Term This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Participating County during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds or any proceeds from the operation of the TBA Program) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to (a) the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into, and (b) the authorization to operate the TBA Program. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds and the operation of the TBA Program.

Section 5. Indemnity To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or its respective members, officials, employees and agents for payment of the Escambia Bonds and interest or premium thereon.

{SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

(SEAL)

ATTEST:

By: _____
Its: Chairman

By: _____
Its: Secretary

[Signature Page to Interlocal Agreement]

SANTA ROSA COUNTY, FLORIDA

By: _____
Its: Chairman

(SEAL)

ATTEST:

By: _____
Its: Clerk

[Signature Page to Interlocal Agreement]

The undersigned Clerk of the Circuit Court of Santa Rosa County, Florida, does hereby certify that the foregoing is a true and complete original of the Interlocal Agreement executed by the Chairman and Clerk as of the ____ day _____, 2013.

SANTA ROSA COUNTY, FLORIDA

By:_____
Clerk
Board of County Commissioners

(SEAL)

NOTICE OF PUBLIC HEARING

WHEREAS, Floyd A Smith and Kristina Leeann Smith, have petitioned to vacate, abandon, discontinue and renounce any interest and right of the public in and to the following described property to wit:

The west 7' of the 57' rear setback of Lot 13 Block A in the Grand Pointe East, Phase II Subdivision as recorded in P.B. "H" PG. 23 of the public records of Santa Rosa County, Florida.

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

NOW THEREFORE, all interested persons and the public generally are directed that a public hearing upon the above mentioned Petition, shall be held by the Board of County Commissioners of Santa Rosa County, Florida, in the Commissioners Meeting Room in the Santa Rosa County Administrative Center located at 6495 Caroline Street, Milton, Florida on the 26nd day of September, 2013, at the hour of 9:30 a.m. cst/cdst, or as soon thereafter as the matter can be considered.

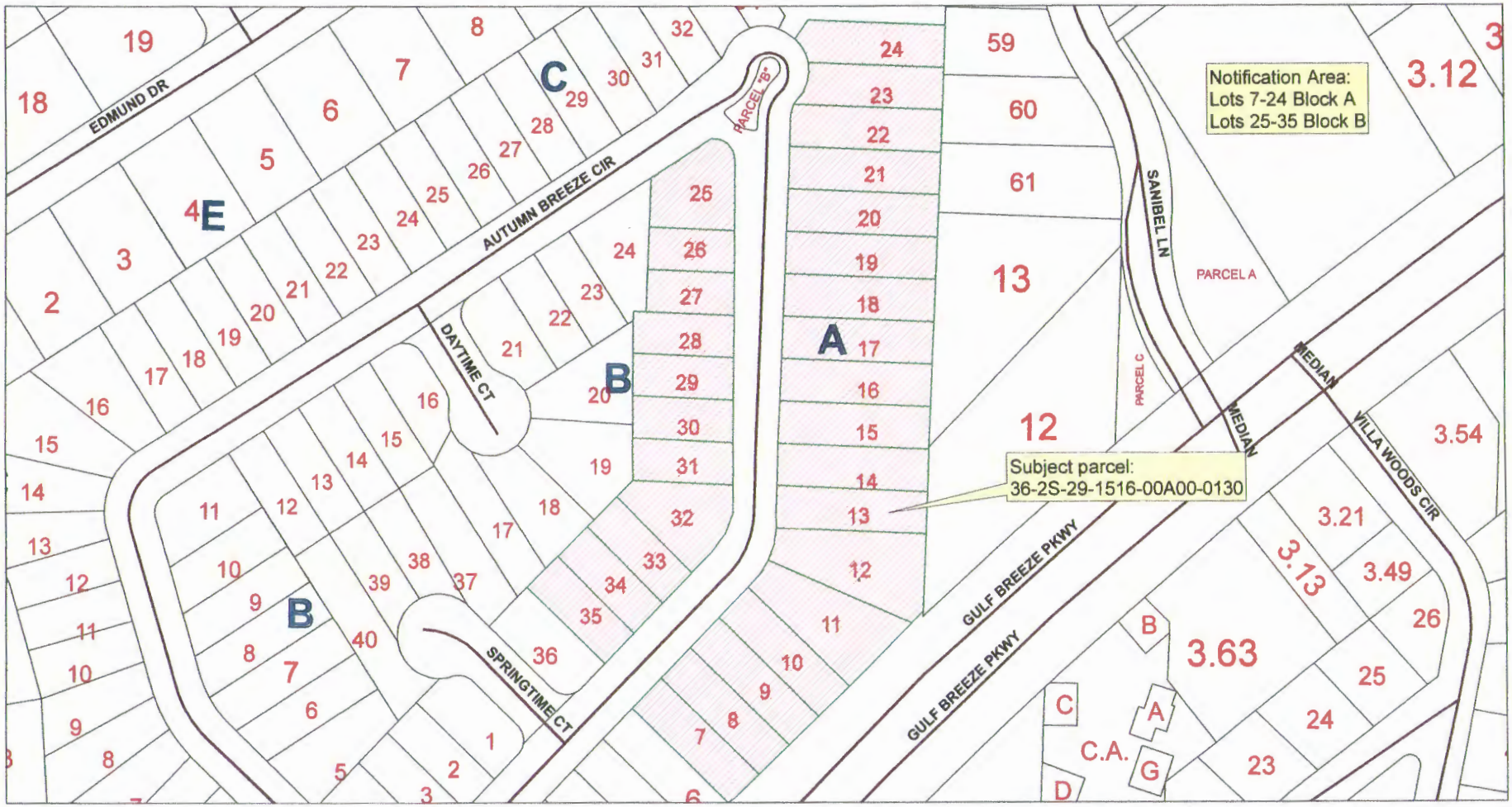
All interested parties should take notice that if they decide to appeal any decision made by the Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of proceedings they are appealing exists and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

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

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

Gregory S. "Greg" Brown, C.F.A.

Santa Rosa County Property Appraiser



SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
VACATION MAP FOR BOCC DEPT. OF ADMINISTRATIVE SERVICES

SUBJECT PARCEL: 36-2S-29-1516-00A00-0130

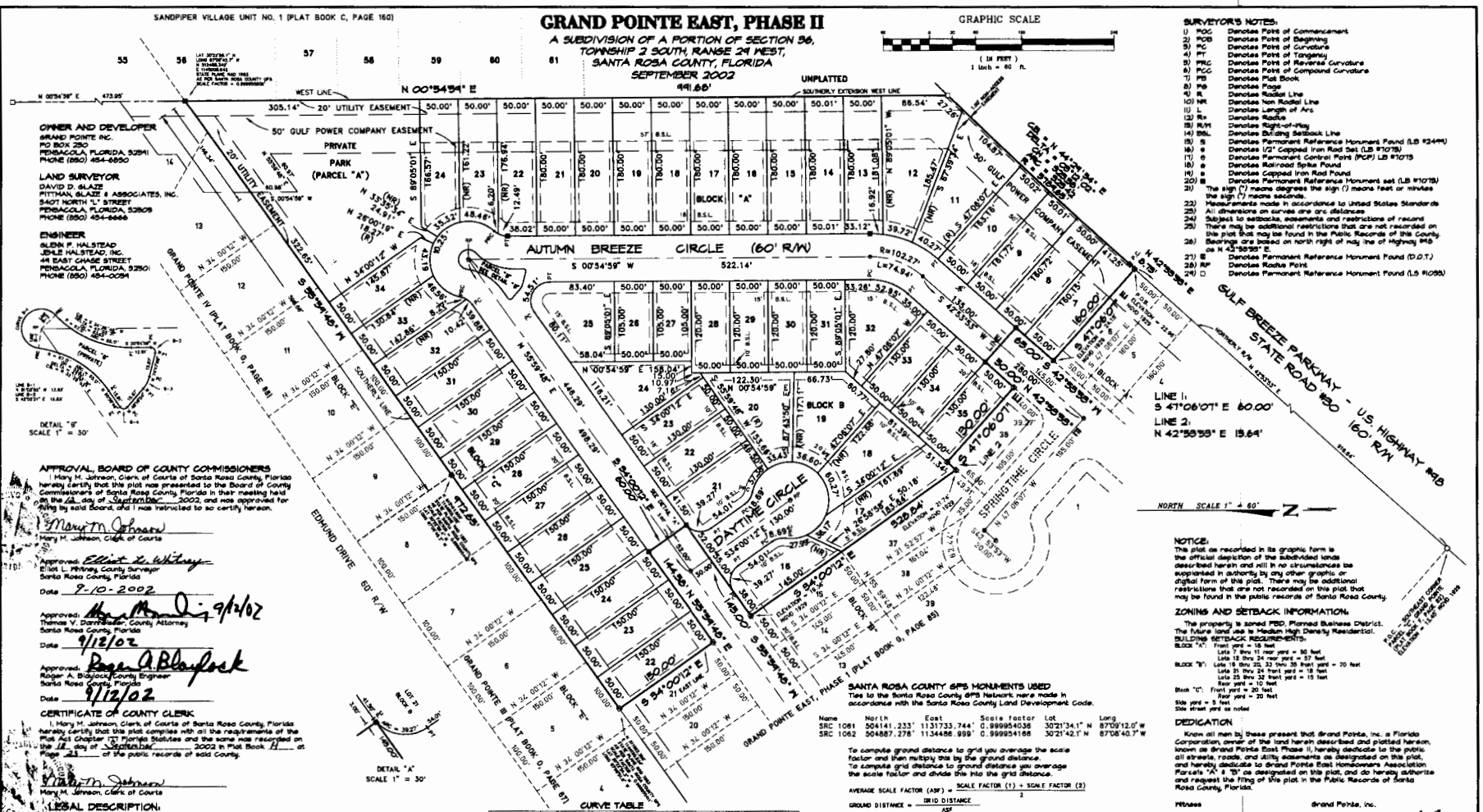
0 105 210 420 630 840 1,050 1,260 Feet

LEGEND

Selected Parcels

GRAND POINTE EAST, PHASE II

A SUBDIVISION OF A PORTION OF SECTION 36,
TOWNSHIP 2 SOUTH, RANGE 24 WEST,
SANTA ROSA COUNTY, FLORIDA
SEPTEMBER 2002



OWNER AND DEVELOPER
GRAND POINTE INC.
PO BOX 230
PENSACOLA, FLORIDA, 32591
PHONE (850) 484-6850

LAND SURVEYOR
DAVID D. GLAZE
PITTMAN, GLAZE & ASSOCIATES, INC.
5407 NORTH "L" STREET
PENSACOLA, FLORIDA, 32505
PHONE (850) 434-6646

ENGINEER
GLENN F. HALSTEAD
JBLE HALSTEAD, INC.
44 EAST CHASE STREET
PENSACOLA, FLORIDA, 32501
PHONE (850) 434-0094

SURVEYOR'S NOTES:

1) POC Denotes Point of Commencement
2) POB Denotes Point of Beginning
3) PC Denotes Point of Curvature
4) PT Denotes Point of Tangency
5) PRC Denotes Point of Reverse Curvature
6) PCC Denotes Point of Compound Curvature
7) PB Denotes Plat Book
8) PG Denotes Page
9) R Denotes Radial Line
10) NR Denotes Non Radial Line
11) L Denotes Length of Arc
12) Ra Denotes Radius
13) R/W Denotes Right-of-Way
14) BSL Denotes Building Setback Line
15) ⊙ Denotes Permanent Reference Monument Found (LB #2494)
16) ● Denotes 1/2" Capped Iron Rod Set (LB #7075)
17) ⊕ Denotes Permanent Control Point (PCP) LB #7075
18) ● Denotes Railroad Spike Found
19) ● Denotes Capped Iron Rod Found
20) ■ Denotes Permanent Reference Monument set (LB #7075)
21) The sign (") means degrees the sign (') means feet or minutes the sign (") means seconds.
22) Measurements made in accordance to United States Standards
23) All dimensions on curves are arc distances
24) Subject to setbacks, easements and restrictions of record
25) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.
26) Bearings are based on north right of way line of Highway #98 as N 42°53'53" E.
27) ⊕ Denotes Permanent Reference Monument Found (D.O.T.)
28) RP Denotes Radius Point
29) □ Denotes Permanent Reference Monument Found (LB #1058)

NOTICE:
This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of Santa Rosa County.

ZONING AND SETBACK INFORMATION:
The property is zoned PBD, Planned Business District. The future land use is Medium High Density Residential.
BUILDING SETBACK REQUIREMENTS:
BLOCK "A": Front yard = 18 feet
Lots 7 thru 11 rear yard = 30 feet
Lots 18 thru 24 rear yard = 37 feet
BLOCK "B": Lots 16 thru 20, 33 thru 35 front yard = 20 feet
Lots 21 thru 24 front yard = 18 feet
Lots 25 thru 32 front yard = 15 feet
Rear yard = 10 feet
Block "C": Front yard = 20 feet
Rear yard = 20 feet
Side yard = 5 feet
Side street yard as noted

DEDICATION
Know all men by these present that Grand Pointe, Inc. a Florida Corporation, owner of the land herein described and platted herein, known as Grand Pointe East Phase II, hereby dedicate to the public all streets, roads, and utility easements as designated on this plat, and hereby dedicate to Grand Pointe East Homeowners Association Parcels "A" & "B" as designated on this plat, and do hereby authorize and request the filing of this plat in the Public Records of Santa Rosa County, Florida.

Witness
Grand Pointe, Inc.
By: Thomas H. Sylte
President, Thomas H. Sylte
Witness: M. JOHNSON
Witness: JAMES E. BRANDT

STATE OF FLORIDA, COUNTY OF SANTA ROSA
Before the subscriber personally appeared Thomas H. Sylte known to me to be the individuals described herein and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes herein set forth. They are personally known to me and they did not take an oath.
Given under my hand and official seal this 9th day of September 2002.
Notary Public, State of Florida
My commission expires: July 28, 2005
My commission number: DD 246728
BEVERLY GLAZE MY COMMISSION # DD 246728 EXPIRES July 28, 2005

APPROVAL, BOARD OF COUNTY COMMISSIONERS
I Mary M. Johnson, Clerk of Courts of Santa Rosa County, Florida hereby certify that this plat was presented to the Board of County Commissioners of Santa Rosa County, Florida in their meeting held on the 12 day of September 2002, and was approved for filing by said Board, and I was instructed to so certify hereon.
Mary M. Johnson, Clerk of Courts
Approved: Elliot L. Whitney
Elliot L. Whitney, County Surveyor
Santa Rosa County, Florida
Date 9-10-2002
Approved: 9/12/02
Thomas V. Dannheisser, County Attorney
Santa Rosa County, Florida
Date 9/12/02
Approved: Roger A. Blaylock
Roger A. Blaylock, County Engineer
Santa Rosa County, Florida
Date 9/12/02

CERTIFICATE OF COUNTY CLERK
I, Mary M. Johnson, Clerk of Courts of Santa Rosa County, Florida hereby certify that this plat complies with all the requirements of the Plat Act Chapter 177 Florida Statutes and the same was recorded on the 12 day of September 2002 in Plat Book H at Page 23 of the public records of said County.
Mary M. Johnson, Clerk of Courts

LEGAL DESCRIPTION:
Commence at the southeast corner of Parcel"G", Grand Pointe according to the plat recorded on Plat Book "H" at page 82 of the public records of Santa Rosa County, Florida, said point being on the northerly right of way line of Gulf Breeze Parkway (U.S. Highway #98, State Road #30, 160' R/W), thence North 42 degrees 53'53" East (this course and the next two courses are along said northerly right of way line for a distance of 416.84 feet for the point of beginning.
Thence continue North 42 degrees 53'53" East for a distance of 8.75 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 5784.65 feet and delta angle of 05 degrees 12'02"; thence Northeasterly along the arc of said curve for an arc distance of 525.42 feet (chord distance of 525.36 feet and chord bearing of North 44 degrees 29'54" East) to the southerly extension of the west line of Sandpiper Village Unit 1, according to the plat recorded in Plat Book C at page 160 of the public records of said County; thence North 00 degrees 54'54" East along said extension and west line for a distance of 441.66 feet to the southerly line of Grand Pointe IV according to the plat recorded in Plat Book 0 at page 88 of the public records of said County, thence South 55 degrees 54'48" West along said southerly line and the southerly line of Grand Pointe III according to plat recorded in Plat Book 0 at page 87 of the public records of said County for a distance of 972.88 feet to the easterly line of Grand Pointe East, Phase I according to the plat recorded in Plat Book 0 at page 89 of the public records of said County; thence South 34 degrees 00'12" East (this course and the next ten courses are along Grand Pointe East, Phase I) for a distance of 150.00 feet; thence North 55 degrees 54'48" East for a distance of 144.58 feet; thence South 34 degrees 00'12" East for a distance of 60.00 feet; thence South 55 degrees 54'48" West for a distance of 145.00 feet; thence South 34 degrees 00'12" East for a distance of 328.84 feet; thence North 43 degrees 53'53" East for a distance of 15.64 feet; thence South 47 degrees 06'07" East for a distance of 150.00 feet; thence North 42 degrees 53'53" East for a distance of 50.00 feet; thence South 47 degrees 06'07" East for a distance of 60.00 feet; thence South 42 degrees 53'53" West for a distance of 65.00 feet; thence South 47 degrees 06'07" East for a distance of 160.00 feet to the point of beginning.
All lying and being in Section 36, Township 2 South, Range 24 West, Santa Rosa County, Florida. Containing 12.57 acres, more or less.

CURVE TABLE

LOT	RADIUS	LENGTH	CHORD	BEARING	DELTA
7-A	5784.65	41.20	41.20	S 43°06'08" W	00°24'30"
8-A	5784.65	50.00	50.00	S 43°33'13" W	00°29'41"
9-A	5784.65	50.00	50.00	S 44°02'55" E	00°29'41"
10-A	5784.65	50.00	50.00	S 44°32'37" E	00°29'41"
11-A	5784.65	104.87	104.87	S 45°18'36" E	01°02'13"
11-A	25.00	49.09	41.70	N 35°19'32" E	112°28'28"
12-A	5784.65	21.26	21.26	S 45°27'49" W	12°36'28"
12-A	133.77	39.72	39.57	S 18°31'01" W	17°01'21"
13-A	133.77	19.82	19.81	S 50°21'27" W	8°29'11"
16-B	25.00	39.27	35.36	S 79°53'12" E	90°00'00"
17-B	25.00	16.69	16.39	N 17°39'12" W	38°14'18"
18-B	50.00	37.98	37.08	N 07°13'26" W	43°31'18"
17-B	50.00	38.11	37.19	N 43°57'57" W	43°41'42"
18-B	50.00	60.27	56.80	N 80°44'49" E	69°00'00"
19-B	50.00	38.80	37.79	N 25°18'33" E	44°46'10"
20-B	50.00	53.43	52.81	N 14°50'56" W	61°13'00"
21-B	50.00	52.38	50.12	S 60°28'15" E	60°00'01"
21-B	25.00	13.69	13.52	S 55°21'15" E	31°22'00"
21-B	25.00	39.27	35.36	N 19°59'45" E	90°00'00"
22-A	25.00	12.49	12.36	S 18°13'33" W	28°37'48"
23-A	50.00	5.27	5.27	S 34°00'12" E	6°02'13"
23-A	50.00	48.46	46.58	N 58°05'51" E	55°31'38"
24-A	50.00	35.33	34.59	N 33°00'06" E	40°29'37"
25-B	25.00	34.51	44.13	N 61°38'37" W	124°51'11"
26-B	25.00	9.27	9.22	N 42°34'31" E	18°37'21"
32-C	25.00	40.42	36.14	N 44°39'26" E	92°39'20"
32-C	25.00	10.34	10.31	N 89°32'37" E	23°42'11"
33-C	25.00	46.38	44.90	S 39°39'23" W	53°31'11"
33-C	25.00	9.27	9.22	N 42°34'31" E	18°37'21"
34-C	50.00	43.18	41.88	S 58°16'21" E	49°29'00"
PARCEL "A"	50.00	10.23	10.21	S 38°07'23" E	11°43'39"
PARCEL B-1	12.83	49.05	24.19	S 81°39'38" E	219°02'13"
PARCEL E-2	3.00	5.48	4.74	S 53°53'56" E	104°73'43"
PARCEL B-3	19.00	5.79	5.77	S 81°39'38" E	18°28'05"
PARCEL B-4	3.00	5.48	4.74	S 53°53'56" W	104°73'43"

SANTA ROSA COUNTY GPS MONUMENTS USED
Ties to the Santa Rosa County GPS Network were made in accordance with the Santa Rosa County Land Development Code.

Name	North	East	Scale factor	Lat	Long
SRC 1061	504141.233'	1131733.744'	0.999954036	30°21'34.1" N	87°09'12.0" W
SRC 1062	504887.278'	1134486.999'	0.999954166	30°21'42.1" N	87°08'40.7" W

To compute ground distance to grid you average the scale factor and then multiply this by the ground distance.
To compute grid distance to ground distance you average the scale factor and divide this into the grid distance.

AVERAGE SCALE FACTOR (ASF) = $\frac{\text{SCALE FACTOR (1)} + \text{SCALE FACTOR (2)}}{2}$

GROUND DISTANCE = $\frac{\text{GRID DISTANCE}}{\text{ASF}}$

GRID DISTANCE = GROUND DISTANCE ASF

FLOOD ZONE CERTIFICATION
This is to certify that the property described herein is located in Flood Zone "X", according to the Flood Insurance Rate Map for Santa Rosa County, Florida, Community-Panel Number 120274 0557 C, revised January 14, 2000, as issued by the Federal Emergency Management Agency.

SURVEYOR'S CERTIFICATE
The undersigned hereby certifies that this plat is a true and correct representation of the land described herein, that said land has been subdivided as indicated, that permanent reference monuments (P.R.M.) have been placed as indicated, that the survey was made under my responsible direction and supervision and that the survey data complies with all requirements of the Plat Act Chapter 177 Florida Statutes, Sections 177.011-177.151, and the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472-027, Florida Statutes.

Signed this 6th day of September, 2002.

DAVID D. GLAZE CERTIFICATE NO. 5005 STATE OF FLORIDA

David D. Glaze, PSM #5605, LB #7075
Pittman, Glaze & Associates, Inc.
5407 North "L" Street
Pensacola, FL 32505

PLAT BOOK H PAGE 23

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

Preliminary
Engineers Report
September 23, 2013

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 September 26, 2013 at 9:00 a.m. in Milton, Florida.

1. Discussion of Peter Prince Airport Minimum Standards and Rules & Regulations. (Attachment A)

2. Discussion of replacement of Navarre Beach Well #2 auxiliary engine. (Attachment B)

3. Discussion of Navarre Beach renourishment funding proposal. (Attachment C)

4. Discussion of a design variance for Heritage Oaks subdivision not to have a right turn lane off Highway 87 as per FDOT. (Attachment D)

5. Recommend approval of Construction Plans for Heritage Oaks, a 40 lot subdivision of a portion of Section 1, Township 2 South, Range 27 West, Santa Rosa County, Florida (Working District 5)

   Location: 2-1/2 miles, more or less, North of East River on Highway 87 South, property on the east side of highway.

6. Recommend approval of Construction Plans for Pace Mill Creek Phase Three, a 138 lot subdivision of a portion of Section 33, Township 2 North, Range 2 North, Santa Rosa County, Florida. (Working District 1)

   Location: North on Chumuckla Highway from U.S. 90, Northeast on Education Drive, Southeast on Pace Mill Creek Way.

7. Recommend approval of Final Plat for Sound Haven Phase 2-A, a 16 lot subdivision of a portion of Section 23, Township 2 South, Range 27 West, Santa Rosa County, Florida. (Working District 5)

   Location: 3 miles, more or less, West on U.S. 98 from State Road 87, property located on the south side of U.S. 98.

8. Recommend approval of Final Plat for Holley Cliff Estates Phase 1, a 55 lot subdivision of a portion of Section 24 & 25, Township 2 North, Range 29 West, Santa Rosa County, Florida. (Working District 3)

   Location: 1 mile, more or less, North on Anderson Lane from Berryhill Road, West on Medicine Bow Street, property located at the end of Medicine Bow Street.

9. Recommend approval of Paved Road and Drainage Maintenance for Holley Cliff Estates Phase 1, a 55 lot subdivision of a portion of Section 24 & 25, Township 2 North, Range 29 West, Santa Rosa County, Florida.
   (Working District 3)

   Location: 1 mile, more or less, North on Anderson Lane from Berryhill Road, West on Medicine Bow Street, property located at the end of Medicine Bow Street.

Winchester Circle	1,970 LF±
Medicine Bow Road	862 LF±

PETER PRINCE FIELD
SANTA ROSA COUNTY, FLORIDA

MINIMUM STANDARD REQUIREMENTS FOR AERONAUTICAL BUSINESS ACTIVITIES
DRAFT

May 2013
Updated August 16, 2013
Final Draft Sept. 06, 2013

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1 INTRODUCTION

The use and leasing of public airport facilities is a complex process in which consideration must be given to compliance with various federal and state policies and requirements. Federal and state documents that provide guidance and compliance requirements for using and leasing airport facilities, include:

- FAA Federal Grant Assurances
- FAA Order 5190.6A, Airport Compliance Requirements
- FAA AC Order 5100.38C, Airport Improvement Program Handbook
- FAA AC 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
- Florida State Statutes 330-333

These documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements. Additionally, local legal counsel should review any legally binding agreement prior to execution.

This document presents Minimum Standard Requirements for Aeronautical Business Activities at Peter Prince Airport. Minimum Standards are defined by the Federal Aviation Administration (FAA) as the "qualifications which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport" Accordingly, minimum standards should provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities. In essence, minimum standards establish base line, or "minimum", requirements and qualifications to ensure a safe and specified level of service for the community, as well as fairness and consistency in the leasing of airport facilities.

1.1 STATEMENT OF POLICY

Santa Rosa County, the owner and operator of Peter Prince Airport, has established the "Minimum Standard Requirements for Aeronautical Business Activities" policy, which is detailed in this document. As stated in the Introduction, Minimum Standards describe the minimum threshold entry requirements for those wishing to provide aeronautical services to the public at Peter Prince Airport. These Minimum Standards are intended to ensure that a high level of service is offered to the public at Peter Prince Airport, as well as to discourage substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Peter Prince Airport patrons. Additionally, Santa Rosa County is sensitive to the safety considerations arising from the Airport's close proximity to NAS Whiting Field and Eglin Air Force Base. Nearby restricted airspace and significant levels of military flight training activity were taken into consideration in the development of these Minimum Standard Requirements.

In accordance with State and Federal policy, regulation and grant assurances, it is the County's desire to establish a fair and consistent mechanism for the leasing of facilities and the provision of aeronautical services at Peter Prince Airport. Without discrimination, a fair and reasonable opportunity shall be accorded to all applicants to qualify, or otherwise compete for available airport space and the providing of selected aeronautical services. However, all shall be subject to the Minimum Standards and Airport Rules and Regulations established by Santa Rosa County, and set forth herein. All operators will be encouraged to exceed minimums. *None will be allowed to operate under conditions which do not meet minimum requirements.*

A written agreement between Santa Rosa County and the operator is a *prerequisite* to tenancy on the airport and must precede the commencement of any operation. No written agreement will be for exclusive aeronautical activity on the Airport. All who qualify under the minimum standards will be afforded an opportunity to locate on airport property, as long as the physical infrastructure of the Airport can support such activity. Location of any operator, building, hangar or any other structure shall meet FAA and Florida Department of Transportation (FDOT) standards and regulations and shall be at the discretion of the Santa Rosa County Administrator (or his/her designee), consistent with the orderly and safe operation of the Airport.

2 DEFINITIONS

Aeronautical Activity -Any activity conducted at airports which involves, makes possible, or is required for the operation of any type of aircraft. This includes repair, cleaning, modification, painting, repair or overhaul of aircraft parts, components or accessories, or any other activities that are related to the maintenance or use of aircraft. Aeronautical activities include, but are not limited to, the following:

A. Aerial Application
B. Aerial Photography or Surveying
C. Aircraft Charter and Air Taxi Service
D. Aircraft Flight Training Service
E. Aircraft Rental Services
F. Aircraft Sales and Service
G. Aircraft Washing and Cleaning Services
H. Airframe and Power plant Repair and/or Overhaul
I. Radio, Instrument, or any type of Electronic/ Electromechanical Avionics Device sales and Service
J. Propeller Repair or Overhaul Service
K. Sale of Aircraft Storage and Tie-Down Space
L. sale of Aircraft Parts
M. Sale of Aviation Petroleum Products
N. Air Ambulance Service
O. Any other activity directly or indirectly related to Aircraft Activity, including those listed under Specialty Aviation Service Operation (SASO).

Aeronautical Service -any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease from the airport owner to provide such service.

Airport -means the Peter Prince airport, and all of the property, buildings, facilities and improvements with in the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified

Class C Airspace -Includes all airspace from that airport's established elevation up to 4,000 feet MSL and consists of two Airspace layers. Class C airspace requires two-Way radio communication prior to entry. NAS Whiting Field is located within Class C airspace.

Class E Airspace -Includes all controlled airspace other than Class A, B, C or D. Class E airspace extends upward from either the surface of the designated altitude to overlying or adjacent airspace. Class E airspace includes transition areas and control zones for airports without air traffic control towers. Peter Prince Airport is located within Class E airspace, which is a ·cut-out" of NAS Whiting Field's Class C airspace.

County Administrator (or his/her designee) -The County Administrator (or his/her designee), which serves the role of Airport Manager for Peter Prince Airport.

Employee -A salaried person employed by a tenant on a full-time basis.

FAA-Federal Aviation Administration

FAR -Federal Aviation Regulation

Fixed Base Operator (FBO) -any aviation business duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities at the airport under strict compliance with such agreement and pursuant to these regulations and standards.

Flying Club -a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See the Section 10 of the Airport Rules and Regulations for requirements.

Fuel -As defined in an operator's lease agreement.

Fueling Operations -the dispensing of aviation fuel into aircraft.

Fuel Vendor an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity

Fueling Operations Permit -a permit issued by the airport manager to a person or entity that dispenses aviation fuel at the Airport.

Independent Contractor A person contracted by a tenant on a full or part-time basis, who is not salaried, but is paid by prior arrangement for work performed. An independent contractor has his own tools and equipment and sets his own hours.

Landside -all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic.

Leased Aircraft -Aircraft leased in writing to a single lessee for a minimum of six months, during which the aircraft may not be rented, released or used by the owner during the term of the lease. Such aircraft shall be for the exclusive use of and under the exclusive control of the lessee. Aircraft leased in this manner may be maintained by the lessee, according to the requirements contained in the Airport Rules and Regulations and Minimum Standards. This does not include situations in which an aircraft is operated under a 'lease back" situation between the aircraft owner and FBO.

Minimum Standards -the Minimum Standard Requirements for Aeronautical Business Activities, which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. All operators will be required to meet these minimum standards and be subject additionally to all applicable Federal, State, County, Municipal and/or City Ordinances, and especially the document entitled "Airport Rules and Regulations", as adopted by Santa Rosa County.

NOTAM -Notice to Airmen published by the FAA.

Operator -Any individual or group of individuals, firm, company, corporation, joint venture, partnership or other such similar legal entity engaging in any business or commercial aeronautical activity on the

airport. An operator may be classified as either a Fixed Base Operator (FBO) or a Specialty Shop Operator.

Ramp Privilege -means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

Rental Aircraft -Aircraft that can be leased orally or in writing to more than a single lessee, or for less than six months. Aircraft leased/rented in this manner shall not be maintained by the lessee.

Self-fueling operator -a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person.

Specialty Aviation Service Operation (SASO) -An aeronautical business providing services or products to the public, but limited in scope of activities. A Specialty Shop Operator may provide the following:

A. Avionics Repair/ installation
B. Propeller Service and Overhauls
C. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
D. Airframe Painting
E. Exterior Cleaning and Waxing
F. Engine Parts Sales
G. Aircraft Sales
H. Aircraft Rental/Flight Training
I. Aircraft Charter/ Air Taxi Service
J. Sightseeing Flights
K. Aerial Photography/ Surveying
L. Aircraft Insurance
M. Air Ambulance Service
N. Power Line/ Pipe Line Patrol

UNICOM -a non-governmental communication facility which provides airport advisory information

3 LEASE APPLICATION PROCESS AND QUALIFICATIONS

Any individual, firm or corporation wishing to lease facilities at Peter Prince Airport are required to submit to the County Administrator (or his/her designee) a written application containing, at a minimum, the following items:

1. Intended Scope of Activities (Business Plan) including the following items:
    a. All services to be offered
    b. Amount of land required for the operation
    c. Building space to be constructed or leased
    d. Number and types of aircraft to be involved in the operation
    e. Equipment and special tooling to be provided
    f. Number of employees/ independent contractors
    g. Periods of operation (days and hours)
    h. Amounts and types of insurance coverage to be maintained (reference Section 3.1)
    i. Short resume for each of the owners and financial backers
    j. Short resume of the manager of the business (if different from owner and/or financial backer) including this person's experience and background in managing a business as is being proposed to serve the Airport
    k. Methods to be used to attract new business (advertising and incentives)
    l. Proposed name of the business
    m. Date of commencement
2. Financial Responsibility -The prospective operator must demonstrate financial responsibility and capability to initiate the desired aeronautical activity into operation. This may include current financial statements prepared and certified by a Certified Public Accountant and/or a current credit report for each party owning or having a financial interest in the business and a credit report on the business itself, covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
3. A listing of assets owned, or being purchased, or leased which will be used in the business on the Airport.
4. The signatures of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
5. The name, telephone number and address of the primary contact person
6. An agreement to provide a bond or suitable guarantee of adequate funds to Santa Rosa County to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
7. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute such forms, releases, or discharges as may be required by those agencies.
8. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate Lease Application Review procedures and all County requirements.

9. Proof (copy of insurance company letter of intent) of required liability coverage as described in section 3.1.
10. Miscellaneous Requirements
    a. The operator will lease available space, construct or purchase adequate facilities for the type of service to be rendered.
    b. All rates and charges will be equally and fairly applied to all users of services.
    c. The operator will understand, accept and abide by the Airport Rules and Regulations, the Minimum Standards, all Federal, State, County and Municipal Rules and Regulations.
    d. The operator shall not sublease or sublet any premises leased from the County of Santa Rosa without prior written approval of the County.
11. Any other information as requested by the County Administrator (his/her designee).

3.1 INSURANCE REQUIREMENTS

The operator is required to maintain minimum insurance to protect the operator and Santa Rosa County from the normal insurable liabilities that may be incurred by the operator in its operation at the Airport. In the event such insurance as required by these minimum standards shall lapse, the County reserves the right to obtain such insurance at the operator's sole expense.
The following types and minimum amounts of insurance coverage shall be carried by all operators at the Airport:

1. Commercial General Liability (Bodily injury and Property Damage) – not less than $ 2,000,000.

2. Single Limit Hangars Keeper Liability - $ 1,000,000 per incident.

3. Property Owners/Occupiers Liability - $ 1,000,000 any one occurrence.

4. Completed Operations and Products Liability - $ 250,000 in respect of Bodily Injury and $ 1,000,000 in respect of property damage

5. Hangar Keepers Liability - $ 100,000 any one aircraft and $ 500,000 any one occurrence.

The County Administrator (or his/her designee) retains the right to review and approve the types and amounts of insurance to be carried by the operator.

4 LEASE APPLICATION REVIEW AND ACTION

All airport facility lease applications, or the assignment of existing airport leases, will be reviewed by the County Administrator (or his/her designee) within 90 days of receipt. Applications will be reviewed based on the "Lease Application Process and Qualification" requirements described in Section 3. A background investigation may be performed to review the principal's and applicants' criminal history, immigration status, credit worthiness and past business performance. All fees for the background investigation shall be the responsibility of the applicant(s). Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.

2. The applicant's proposed operations or construction will create a safety hazard on the Airport.

3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Santa Rosa County.

4. There is no appropriate or adequate available land, space or building on the Airport to accommodate the entire activity of the applicant.

5. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.

6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport, such as problems in connection with *aircraft* traffic or service, or preventing free access and egress to the existing fixed base operator area, or will result in depriving, without the proper economic study, an existing fixed base operator of portions of its leased area in which it is operating.

7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

8. Any party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other Rules and Regulations applicable to this or any other Airport.

9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport.

10. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the County Administrator (or his/her designee) to provide and

maintain the business to which the application relates and to promptly pay amounts due under the lease.

11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
12. The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.

4.1 GENERAL LEASE CLAUSES

Upon review of the lease application for services and determination that it meets the minimum standards and requirements as outlined previously, a lease will be developed that shall include several general lease clauses. Specifically, all lease agreements between the County and a prospective operator shall include, but not be limited to, the following provisions as required by Federal, State and local governments:

1. Fair and Anti-Discriminatory Provisions
2. Civil Rights Assurances
3. Minority Assurances
4. Non-Exclusivity Provisions
5. Indemnity to Hold Harmless Clause
6. other Mandated Provisions, as well as Standard Lease Clauses
7. Length of Term or Agreement Clause
8. A Reasonable Fee to be Paid to the County. This rate is negotiable and may be based on fuel flowage, percentage of sales or other systems as deemed appropriate and agreed to by the County and the operator.
9. A Provision for a Performance Bond
10. A Provision of Documentary Evidence of Insured State
11. A Provision of Documentary Evidence of Appropriate Licensure and Certification for Work Proposed.
12. A Provision for Written Approval prior to Subleasing by the Operator.

4.2 Subleasing Requirements

If an operator desires to sublease space to another person to provide one or more specialized aviation services, the following conditions shall apply:

1. The Operator must first obtain conceptual approval from the County for the sublease and the type of business and service to be offered by the sub lessee Operator.
2. The Subleases Operator must meet all of the Minimum Standards established by the County for the categories of services to be furnished. The Standards may be met in combination by the lessee Operator and the sub lessee Operator. The sublease agreement shall specifically define those services provided by the Operator to the sub lessee that must be used to meet the standards.
3. The sub lessee Operator shall provide evidence of minimum insurance coverage as determined by the County for the categories of services to be offered.
4. The Operator may be required to pay the County additional fees, which will be negotiated, based upon the extent that the lessee Operator's premises are to be subleased and the types of services that the sub lessee Operator proposes to furnish.

5 MINIMUM STANDARDS FOR ALL AIRPORT SERVICE PROVIDERS (FBO'S AND SASO'S)

All Airport Service Providers must operate in a manner that best services the public's needs. Following are standard requirements that must be fulfilled by the operator/Lessee in order to maintain the level of service that Santa Rosa County wishes to provide to the public. Adherence to these standards is required of all airport service providers.

1. Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

2. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.

3. Lessee shall at all times comply with the Airport Rules and Regulations, Minimum Standards and all other Federal, State, County and Municipal Regulations.

4. All Fixed Base Operators and Airport Tenants shall conform with and by all rules and regulations of the FAA, FDOT, and Santa Rosa County.

5. During the term of the Agreement, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of size, shape and design, and at a location or locations approved by Lessor and in conformation with the County Ordinance and any overall directional graphics or sign program established by Lessor. However, no sign shall violate FAR Part 77 specified surfaces or degrade the level of illumination of airfield navigational and guidance systems, or impact pilot night vision operations, as determined by the FAA and/or the County Administrator (or his/her designee). Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises at the expiration of the term of the Agreement.

6. It is not the intent of any County agreement to grant a Lessee the exclusive right to any or all of the service described herein at any time during the term of the Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

    a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport
    b. Following the official date of adoption of these standards, operators of aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, or terms and conditions which are more favorable than those adopted in the County's current lease policy; and it will not permit the conduct of any commercial aeronautical

endeavor or activity at the Airport except under an approved lease or operating agreement.

7. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
8. The Lessee shall satisfy the County as to the Lessee's technical and financial ability to perform the services of proposed operation before and during the term of the lease of Airport property. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors, the County shall have the option to terminate such lease.
9. All Lessee personnel shall hold all required Federal Aviation Administration certificates and ratings, and shall maintain such certificates and ratings.
10. Lessee shall permit the County Engineer to enter the premises of operator during business hours for any necessary purpose.
11. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.
12. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
13. Any executed lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, and/or State of Florida, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
14. The provisions of these terms shall in no way negate or cause to be null or void existing leases. However, no new leases will be executed, nor will amendments to, or assignment of, existing leases be executed unless the lease is in compliance with the standards and requirements contained herein.

5.1 GENERAL OPERATIONAL REQUIREMENTS

1. Any operator desiring to operate on the Airport will be required to lease property owned or controlled by the County. No aeronautical activity will be conducted on land adjacent to the Airport which is not owned or controlled by the County (commonly called a "Through the Fence Arrangement").
2. Any party or airport service provider granted the right to operate at the airport must do so from a suitable facility within the airport premises, built specifically for the nature of the intended business. No service shall be rendered from mobile trailers or on leased T- hangars.
3. Prior to the commencement of operations the prospective operator will be required to enter into a written agreement with the County, which agreement will recite the terms and conditions under which the proposed business will operate at Peter Prince Field, including, but not limited to, the term of agreement; minimum investment in improvements, rentals, fees and charges; the rights, privileges, and obligations of the respective parties; and other relevant covenants. Such contract provisions, however, will not change or modify the Approved Minimum Standards or be inconsistent therewith.
4. Lessee will have posted operating hours and will have trained personnel on duty to perform service for that aeronautical activity.

5. Lessee will select and/or a hire a full-time manager of its operations at the Airport. This manager will be vested with full power and authority to act in the name of the Lessee the manager will be available at the Airport during normal business hours. In the case of the manager's absence, a subordinate must be designated to be in charge.
6. Lessee shall employ an appropriate number of employees in order to staff its operation at adequate levels and to meet the applicable Minimum Standards set forth herein in an efficient manner for each aeronautical activity or service being performed. These employees shall exhibit an appropriate conduct, demeanor and appearance. The Lessee must ensure that all employees are properly trained and hold any certificates and/ or technical qualifications as required to properly fulfill their respective job duties.
7. Lessee/Operator shall provide the County with a roster of qualified personnel who are available after normal business hours to respond to emergency situations involving Operator's activities.
8. Lessee's personnel who drive motor vehicles on the airport proper shall do so only in strict accordance with the airport's rules and regulations, applicable federal, state, and local laws, ordinances, codes or other similar regulations now in existence or as may be hereafter modified, amended or enacted.
9. Lessee shall remove at its own expense all garbage, debris, waste material or any other unsightly detritus from his area of operation. Any hazardous material generated by the operator will be disposed of in accordance with County and EPA directives.

10. Lessee shall refrain from introducing anything which might interfere with the effectiveness or accessibility of the airport's public utilities systems, drainage or sewer system, storm water management system, fire protection system, alarm system, or fire hydrants and hoses, if any are installed or located on or in Lessee' leased premises. Operator shall refrain from doing any act or thing upon the airport which will invalidate or conflict with any fire, property or liability insurance policies covering the airport.

6 MINIMUM STANDARDS FOR SPECIFIC SERVICES

Service Providers at the Airport are classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Service Operation (SASO). These terms are defined at the Airport as:

A FBO is a commercial aviation operator who engages in and furnishes the following essential primary line services:

1 Sale and dispensing of aviation fuels and lubricants
2 Aircraft line and courtesy ramp assistance
3 Aircraft tie-down or other storage
4 Aircraft maintenance and repair

A Specialized Aviation Service Operation (SASO) is a commercial aviation operator providing one or more of the following aviation activities:

A. Aircraft Sales
B. Aircraft Airframe, Engine and Accessory Maintenance and Repair
C. Avionics Repair/ Installation
D. Propeller Service and Overhauls
E. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
F. Airframe Painting
G. Exterior Cleaning and Waxing
H. Engine Parts Sales
I. Aircraft Sales
J. Aircraft Rental/Flight Training
K. Aircraft Charter/ Air Taxi service
L. Sightseeing Flights
M. Aerial Photography/ Surveying
N. Aircraft Insurance
O. Air Ambulance Service
P. Power Line & Pipe Line Patrol
Q. Aerial Applicators/Crop Dusting

Only FBO's are allowed to sell aviation fuel and oil or provide aircraft tie-down and storage to the public. SASO's are expressly prohibited from engaging in these activities.

6.1 MINIMUM STANDARDS-FIXED BASED OPERATOR (FBO)

The following shall apply to all prospective aeronautical service providers wishing to become FBO's at the Peter Prince Airport.

1. A person shall have such business background and shall have demonstrated his business capability to the satisfaction of, and in such manner as to meet with the approval of the County Administrator (or his/her designee) .
2. The prospective FBO operator must have demonstrated at least two (2) years of experience in aviation-related operation or comparable facility at a similar or larger sized airport and be authorized to conduct business in the State of Florida.
3. Any prospective FBO seeking to conduct aeronautical activity at the airport should demonstrate that they have adequate resources to realize the business objectives agreed to by Santa Rosa County and the applicant.

4. The prospective FBO shall lease from the County an area of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide or is an existing building that provides-_floor space for aircraft storage, appropriate and sufficient space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide public telephone facilities for customer use. The FBO shall also provide, on the leased area, paved parking for the FBO's customers and employees.
5. The prospective FBO shall have his premises open and services available from 8 AM to local dusk, seven (7) days a week, and/or as per lease agreement and shall make provision for someone to be in attendance in the office at all times during the required operating hours.
6. All prospective FBO's shall demonstrate to the County's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. An FBO should make its own analysis to determine if more is needed. However, such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof with a 30-calendar day notice of cancellation to the County. Such policies shall not be for less than the amounts listed section 3.1; however, in all cases, amounts of policies must meet the statutory requirements of applicable governmental agencies and be approved in writing by the County Engineer.

A Fixed Base Operator (FBO) is a commercial aviation operator who engages in and furnishes the following essential primary line services:

1. Sale and dispensing of aviation fuels and lubricants
2. Aircraft line service and courtesy ramp assistance
3. Aircraft tie-down or other storage
4. Aircraft maintenance and repair

In addition to the listed essential primary line services, an FBO is required to offer at least one of the following services:

1. Aircraft rentals
2. Air Taxi and charter operations
3. Avionics repair services
4. Instrument repair services
5. Propeller repair services
6. Flight training

While FBO's must meet the listed minimum requirements, they are encouraged to offer services beyond the minimum and/or to provide services not listed in this document.

6.1.1 Fixed Base Operator (FBO) General Operational Requirements

1. Facilities -Operator will lease land on the airport premises; availability, location and amount of land as determined by the County. Operator will construct on the leased property such buildings and structures as necessary for the conduct of his business, including enclosed facilities for aircraft maintenance and storage. At a minimum, however, an FBO will erect at least one permanent building on a concrete base of sufficient size for the type of service(s) to be provided. If there is only one building, this structure shall contain maintenance spaces as well as all necessary office and administrative spaces. All structures will be in accordance with the Airport Rules and Regulations,

Minimum Standards, FAA requirements and restrictions, local codes at the time of construction and the Airport Master Plan and ALP.

2. Minimum Hours of Operation -Hours of operation will be from 8:00 am until local dusk, seven days a week and/or as per lease agreement. Hours of operation will be clearly posted. Qualified personnel will be available at these times to render appropriate services.
3. Services Provided -Operator will provide:
   a) Facilities for aircraft re-fueling
   b) Aircraft storage and tie-down services
   c) Gender appropriate permanent restroom facilities
   d) Telephone, pilot and passenger lounges
   e) Flight planning area with appropriate seating, work areas, communication facilities directories and all items necessary for complete flight planning separate from other public areas
   f) Vending machine services for snacks and drinks
   g) Pilot supplies
   h) Auto parking for customers and employees
4. Aircraft Servicing -Operator will maintain all equipment necessary for normal fuel servicing, and normal and emergency maintenance service of aircraft weighing up to 12,500 pounds.
5. Special Requirements for Aviation Fueling Activities -Operators may obtain at their own expense mobile fueling equipment.
6. Line Services -Operator will, provide lead in/ lead out service to transient aircraft, assistance as needed to arriving and departing aircrews and passengers, monitor Unicom, and collect parking and landing fees, as deemed appropriate.
7. Insurance -All required insurance will be maintained at operator's expense. In conjunction with the Insurance Requirements detailed in Section 3.1, FBO's are required to carry the following insurance policies and to provide proof of required insurance to the County:
   a) Comprehensive Public Liability and Property Damage Bodily Injury -Each person/each accident
   b) Property Damage -Each accident
   c) Aircraft Liability Bodily -Each person/each accident
   d) Passenger Liability -Each passenger/each accident (as appropriate)

6.1.2 Aircraft Fuel and Oil Service Requirements

In their role as a provider of Aircraft fuel oil, an FBO is expected to meet these minimum standards in supplying aviation fuels, lubricants and other services:

1. Appropriate grades of aviation fuel. A FBO shall offer for sale to the public a minimum of two FAA approved grades of aviation fuel. One grade for use by aircraft having reciprocating engines (i.e. 100 LL or Avgas) and one grade for aircraft having turbine based engines (i.e. Jet A or Jet A-1) as appropriate and necessary to meet the aircraft demand. An adequate supply of both types of fuel will be maintained at all times and the FBO shall secure and maintain an on-going contract with a bona-fide fuel supplier to ensure continuous supply of aviation and/or jet fuel.
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants. This will include at least one storage tank having a minimum capacity of 5,000 gallons
3. Fuel dispensing equipment, meeting all applicable Federal, State, and Authority requirements for each type of fuel dispensed. Mobile dispensing equipment, if used, shall have a total capacity of at least 250 gallons for each grade or type of fuel.
4. Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries.

5. The safe storage and handling of fuel in conformance with all Federal, State, County requirements and fire codes pertaining to safe storage and handling of fuel.
6. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
7. Adequate bonding wires will be installed, continuously inspected and maintained on all fueling equipment, to reduce the hazards of static electricity.
8. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
9. Unless provided by the airport owner, the FBO shall have a fixed fuel storage system which shall contain safety fixtures and filtration systems to ensure airline-type quality. The system shall be required to have at least 5,000 gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable.
10. Insurance types and amounts as required for this activity.
11. Training programs for fuel personnel.
12. Sale of fuel is only permitted with personnel and equipment provided by the Fixed Base Operator(s).

6.2 SPECIAL AERONAUTICAL SERVICES

The following categories of services may be as an optional service offered by a full-service FBO or as an approved Special Service Operator.

A Special Service Operator may perform any of the described specialized aviation services either as a subtenant to an FBO with an executed and approved sublease agreement between the Operator and an FBO, or the Operator has entered into a separate operating lease agreement directly with the County.

6.2.1 Aircraft Sales

An aircraft sales operator engages in the sale of new and/or used aircraft. During the course of that business, aircraft refurbishing and general maintenance may be required.

6.2.1.1 Aircraft Sales Minimum Standards

1. Land, Hangars, Tie-Downs -Operator will lease adequate facilities to accommodate start-up and anticipated growth requirements. If facilities are not available it will be the responsibility of the operator to lease and construct the necessary facilities. These requirements may be satisfied with a sublease of enclosed spaces or a portion of the leased property of the FBO, wherein the sales operator may construct his facility. Any structure built on the premises of the Airport must satisfy the requirements of other sections of this Minimum Standards document.

2 Independent Specialty Shop Operators will not be permitted to engage in commercial activities in aircraft storage T-hangars.

3. Licenses and Certifications -New aircraft dealers shall hold an authorized factory sales or distribution franchise or sub-dealership. Operator must conform to provisions of FAA Regulations. Part 47, Subpart C and must possess a valid "Dealer's Aircraft Registration Certificate," FAA form 8050.

4. Operation and Personnel -Operator shall have trained personnel on duty during posted operating hours with ratings required for the demonstration of aircraft for sale.

5. Insurance Coverage -All required insurance shall meet the requirements of Sections 3.1 and 6.2 of these Minimum Standards.

6.2.2 Aircraft Airframe, Engine and Accessory Maintenance and Repair

An aircraft airframe, engine and accessory maintenance and repair FBO or SASO provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

6.2.2.1 Aircraft Airframe, Engine and Accessory Maintenance and Repair Minimum Standards

1. The company shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA. The company must remain open during normal business hours as specified within the Minimum Standards.
2. The company shall have in his employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.
4. If the Operator is an FAR Part 145 approved Repair Station, Operator must possess all of the tools and equipment necessary to maintain such certification and shall provide evidence of FAA certification to the County.

6.2.2.2 Owner Maintenance

Users and tenants of the airport, who perform maintenance work of any kind on their own aircraft, as permitted under their lease, or other agreement or permission from the airport manager, may continue to provide such self-maintenance without meeting the requirements of this section, only under the following conditions:

A. Work, including inspections required by the FAA, shall be performed only by the aircraft owner, or owner's employees, in accordance with regulations promulgated by the FAA, and only when said employees of the aircraft owner are bonafide employees maintained on the records and books of the aircraft owner as employees, subject to

withholding of Social Security and income taxes and entitled to Unemployment and Workers' Compensation insurance, if applicable.

B. Any person performing inspections or work claiming to be an employee of an aircraft owner exempt from the minimum standards set forth herein, must be able to demonstrate that such withholding taxes have been withheld from salary payments in accordance with requirements of the Internal Revenue Service.

6.2.3 Aircraft and/or Ultralight Vehicle Lease and Rental

An aircraft and/or ultralight vehicle lease or rental SASO or FBO engages in the rental or lease of aircraft and/or Ultralight vehicle to the public.

6.2.3.1 Aircraft and/or Ultralight Vehicle Lease and Rental Minimum Standards

Aircraft:

1. The firm shall have available for rental, either owned or under written lease to the company, six (6) certified and currently airworthy aircraft, one of which must be a four-place aircraft, and of which one must be equipped for and capable of flight under instrument weather conditions.
2. The company shall have in his employ and on duty during the appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.

Ultralight Vehicles:

A tenant engaged in commercial ultralight operations must comply with all provisions of Federal Aviation Regulations (FAR) Part 103 and any operating directives issued by Santa Rosa County through the County Administrator (or his/her designee) , including the Airport Rules and Regulations.

1. The company shall have available for rental, either owned or under written lease to the FBO, one approved two-place ultralight vehicle with the necessary radio and operating equipment per the Airport Rules and Regulations.
2. The company shall have in his employ and on duty during appropriate business hours, a minimum of one person having a current FAA commercial pilot certificate or an Advanced Flight Instructor's (AFI) rating from the United States Ultralight Association (USUA).
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.4 Air Charter and Air Taxi

An on demand, or scheduled air charter or air taxi SASO or FBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations. Such activities may include the operation of fixed-wing aircraft or helicopters.

6.2.4.1 Aircraft Charter and Air Taxi Minimum standards

1. A minimum of one airworthy, single engine instrument airplane is required. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type, category, class, size and number of aircraft to meet the scope and magnitude of

the service performed. All aircraft will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held.

2. The company shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by company.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.4.2 Helicopter Charter Minimum Standards

1. A minimum of one airworthy helicopter is required. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type category, class, size and number of helicopters to meet the scope and magnitude of the service performed. All helicopters will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held.
2. The company shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by company.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.5 Aircraft Storage

Aircraft storage SASO or FBO engages in the rental of conventional multi-aircraft hangars or \ multiple individual T-hangars.

6.2.5.1 Aircraft Storage Minimum standards

1. The conventional hangar company shall *have* his facilities available for the tenant's aircraft removal and storage on a continuous basis.
2. The company shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.
3. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.6 Avionics, Instruments or Propeller Repair Station

An avionics, instrument, or propeller repair station SASO or FBO engages in the business of and provides a shop for the sales and repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The FBO shall hold the appropriate repair station certificates issued by the FAA for the types of equipment he plans to service and/or install.

6.2.6.1 Avionics, Instruments or Propeller Repair station Minimum Standards

1. The company shall *have* in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but *never* less than one person who is an FAA rated radio, instrument or propeller repairman.
2. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.7 Flight Training

A flight training SASO or FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

6.2.7.1 Flight Training Minimum standards

1. The company shall have available for use in flight training, either owned or under written lease to company, properly certificated aircraft. Required are a total of at least two airworthy, properly equipped aircraft to include at least one airworthy, properly equipped instrument single engine; and one airworthy, properly equipped complex aircraft, or, one airworthy, properly equipped VFR single engine and one airworthy, properly equipped complex instrument aircraft.
2. Operator shall lease from the County an appropriate size of an area to provide space for storage of aircraft, paved private auto parking, paved aircraft apron and all storage, utility and support facilities.
3. Operator shall lease or construct facilities for offices, classrooms, pilot briefing room, pilot and public lounge and restrooms.
4. The company shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.
5. Insurance types and amounts as required for this activity, per the requirements set forth in Sections 3.1 and 6.2.

6.2.8 Specialized Commercial Flying Services

A specialized commercial flying services SASO or FBO engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

A. Non-stop sightseeing flights that begin and end at the same airport
B. Crop dusting, seeding, spraying, and bird chasing
C. Banner towing and aerial advertising
D. Aerial photography or survey
E. Power line or pipe line patrol
F. Fire fighting
G. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

6.2.8.1 Specialized Commercial Flying Services Minimum standards

1. The company shall lease from the County sufficient space to accommodate all activities and operations proposed by the firm. The minimum areas in each instance shall be subject to the approval of the County and should be included in the lease. In the case of crop dusting or aerial application, the company shall make suitable arrangements and

have such space available in his leased area for safe loading and unloading and storage and containment of chemical materials. A written emergency plan for the handling of hazardous materials is required. All spills should immediately be reported to the County. All companies' shall demonstrate that they have the availability of aircraft suitably equipped and certified for the particular type of operation they intend to perform

2. Approval from Santa Rosa County must be explicitly granted in writing for each specialized commercial flying service wishing to operate at the Airport.
3. Appropriate FAA waivers must be on file with the County.
   a) In the case of Banner Towing/aerial advertising, FAA Form 7711-2, "Certification of Waiver or Authorization" is required.
4. The specialized commercial flying company must have all applicable city or county business/operator licenses and/or permits.
5. Due to the restricted nature of the airspace surrounding Peter Prince Airport, advance notification must be made to the County Administrator (or his/her designee) and FBO(s) prior to each operation of a specialized commercial flying service.
6. The specialized commercial flying service must review with the County Administrator (or his/her designee) in advance any special ground requirements that may be required for their operation.
7. The County shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All FBO's will, however, be required to maintain the Aircraft Liability Coverage as set forth for all FBO's.
8. The firm shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner.
9. The company must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the services provided. A contact name and phone number should be provided to the County Administrator (or his/her designee) for emergency purposes.

6.2.9 Multiple Services

A multiple services FBO or SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

6.2.9.1 Multiple Services Minimum Standards

1: The FBO or SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by the company except aircraft used for crop dusting, aerial application, or other commercial use of chemicals. The company should have individuals certified to provide all services being offered.

2. The company shall provide the facilities, equipment and services required to meet the Minimum Standards as herein provided for all aeronautical service the FBO or SASO is performing.
3. The FBO or SASO shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirements of all aeronautical services being performed by the company and no less than the slated amounts within the Owner's Minimum Standards.

4. The FBO or SASO shall have in his employ, and on duty during the appropriate business hours as approve by the Owner, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the FBO or SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the FBO.

7 MINIMUM STANDARDS FOR PRIVATE OR CORPORATION OWNED NON-COMMERCIAL HANGARS

Due to the nature of the operation and the size of the aircraft involved, it is sometimes necessary for an operator to either lease an over-size hangar, or lease land and construct a special size hangar for that *operator's possessed aircraft only.* This section of the Minimum Standards addresses those requirements.

1. Facilities -If a new hangar is to be built, the operator will lease sufficient land from the County to construct the necessary size hangar that will conform to all building codes as required by the County and FAA requirements. Leased property shall be of sufficient size to accommodate access roads, parking space for ground vehicles and aircraft parking space and taxiways. All construction will be at no expense to the County.

2. Services Permitted -Lessee may hangar, tie-down, adjust, repair, clean and otherwise maintain its own aircraft, *provided that it does so with its own full-time salaried employees, qualified and property certificated by the FAA, or by personnel from an FBO or* SASO *based at the Airport. Lessee shall not contract out maintenance or repair work to be performed in their hangar to outside independent maintenance personnel.* Specialty services which require specific/mandatory certification from aircraft manufacturer(s) or FAA that are not provided by the available FBO(s) operating at the Airport, will be allowed to be rendered by an outside independent maintenance service provider, as identified and coordinated by a Lessee to the County. The County Administrator (or his/her designee) will be provided with documentary evidence of the appropriate employment status and qualifications of any personnel working on the Lessee's aircraft. Lessee shall not sell, barter, trade, share, sublease or in any other manner provide hangar space, fuel or fueling facilities to any other airport tenant or any transient aircraft except those owned or leased for the exclusive use of the tenant designated in the airport lease agreement. Lessee shall use the leased premises solely for the storage and maintenance of its own aircraft. Lessee shall use the leased premises solely for the storage and maintenance of its own aircraft. No commercial aeronautical activity of any kind shall be permitted on the premises. Hangar, office, shop or ramp space shall not be loaned, shared, subleased or used by anyone other than the lessee of the premises.

3. Insurance Coverage -All insurance shall meet the requirements of these Minimum Standards. See Section 3.1; the insurance requirements for non-commercial hangar leases include:
   A. Comprehensive Public Liability and Property Damage Bodily Injury -Each person/each accident
   B. Property and Casualty -Each accident
   C. Aircraft Liability Bodily -Each person/each accident
4. Specific Instructions for Use of Premises:
   A. Only one tenant shall be permitted to lease, use or occupy a hangar and its related facilities.
   B. No subleasing or sharing of hangar, office, shop or ramp space is permitted.
   C. Aircraft based and maintained upon the premises shall be owned by or exclusively leased in writing for a minimum of six months to the tenant. No

aircraft owned, leased, borrowed or otherwise used by employees of the tenant shall be permitted on the premises.

D. All maintenance and service work conducted on the premises and performed on the tenant's aircraft shall be performed only by direct, full-time, permanent, properly licensed and certificated employees of the tenant, *or by an FBO or SASO based on the airport.* The only exception to this rule is the provision of highly specialized services which the FBO may not be able to provide directly, such as avionics repair or installation, or turbine engine specialty work. If the FBO is capable of providing such services, however, the work may not be contracted out.

E. Authorized Personnel -Tenant will furnish the airport manager (County Engineer) with a list of employees authorized entry to the leased premises during and after normal FBO hours. Any individual not on that list will be denied access to the leased premises.

F. Identification of Tenant -A tenant must be an individual, firm, company, corporation, partnership or a joint venture which has a substance under state law and a specific legal identity and corporate purpose as registered with the Secretary of State in the tenant's state of corporate residence.

8 MISCELLANEOUS ITEMS

8.1 FLYING CLUBS

See requirements for Flying Clubs in Airport Rules and Regulations. Flying Clubs must also meet the strict definition of the FAA and provide a list of members to the County with no less than two annual updates. The Flying Clubs shall provide an emergency contact person and phone number. In no event shall Flying Club aircraft be used to perform commercial aeronautical services.

8.2 ENVIRONMENTAL.

Any FBO, SASO, person, party, firm or corporation operating on this airport must comply with all Federal, State and local environmental requirements as they exist and may be amended from time-to-time.

8.3 WAIVER OF MINIMUM STANDARDS

Once the Minimum Standards are approved by Santa Rosa County, they shall become part of the permanent Airport Rules and Regulations and will not be capriciously waived, ignored or disobeyed by the patrons and tenants of the Airport. Under extraordinary circumstances, most notably for the accommodation of necessary governmental (specifically military and/or law enforcement) functions, including those services performed for the general public in time of emergency, fire prevention or firefighting operations, or nonprofit emergency medical or rescue services to the public by means of aircraft, the County may, at its sole discretion, temporarily waive any Minimum Standard.

8.4 REVIEW AND REVISION OF MINIMUM STANDARDS

Provisions for Review and Revision of these Minimum Standards are set forth in the Airport Rules and Regulations.

9 CONSTRUCTION AND SITE DEVELOPMENT STANDARDS

1 Construction of buildings and structures by the operator on the Airport will be subject to the standards of development as contained in the appropriate FAA Advisory Circulars and associated guidance, Airport Master Plan, ALP and/or Santa Rosa County Building Code. All structures will be of permanent construction, painted and be compatible with the design, materials and landscaping established in the Master Plan.

2 All structures constructed or placed on the airport property shall conform to all Federal, State, County and Municipal Regulations and Requirements.

3 Prior to construction by the operator, the County will require a performance bond to guarantee completion of construction.

4 All construction will be in accordance with plans presented to the County Administrator (or his/her designee). Building permits will be obtained from Santa Rosa County and all construction will be subject to inspection by an engineer employed by Santa Rosa County.

5 Prior to construction by the operator, a complete set of plans to include building elevation, grading, excavation and landscaping will be provided to the County Administrator (or his/her designee).

6 All costs for any and all permitting for construction by the operator on the Airport will be borne by the operator.

7 The operator will be required to ensure that all contractors keep in force insurance as applicable to the construction of buildings and structures.

8 Upon written notice from the County Administrator (or his/her designee) permitting construction, the operator shall within 60 days let contracts for the entire project. Construction shall begin without undue delay.

9 Any and all paving required with any new construction will be according to FAA specifications and Santa Rosa County regulations and subject to approval by the County Administrator (or his/her designee) prior to construction.

10 All improvements constructed on the airport, other than trade fixtures, shall become a part of the land and belong to the County upon expiration, termination, or cancellation of the lease agreement between Operator and the County covering such improvements. If Operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Operator may be responsible for extending such services and pavement surfaces to its site at Operator's sole expense, unless otherwise negotiated with the County. All such utility services and pavement areas shall be constructed in full compliance with the County and FAA standards, as well as applicable local and state codes.

PETER PRINCE FIELD
SANTA ROSA COUNTY, FLORIDA

AIRPORT RULES AND REGULATIONS DRAFT

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1 PURPOSE AND SCOPE

Santa Rosa County is responsible for the safe, efficient and successful operation of Peter Prince Field. In meeting these goals, the County is responsive to the aviation community's need for convenient, comfortable, safe and appealing facilities. Tenants, users, visitors and patrons of Peter Prince Field are each asked to help secure and promote these goals so that all will be a part of the growing and developing Santa Rosa County

Additionally, the overall use and operation of public airport facilities must comply with various federal and state policies and requirements. Federal and State documents that provide guidance and compliance requirements for airport facilities include:

- FAA Federal Grant Assurances
- FAA Order 5190.6A. Airport Compliance Requirements
- FAA AC Order 5100.38C , Airport Improvement Program Handbook
- FAA AC *150/5190-5,* Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
- Florida State Statutes 330-333

These documents and any other related federal, state, and local documentation, should be consulted regarding the role and responsibilities of the Airport owner. Additionally, local legal counsel should review any legally binding agreement prior to execution.

1.1 PURPOSE: ADOPT BY RESOLUTION

The purpose of these rules, as adopted by the Board of County Commissioners of Santa Rosa County, is to solidify these goals into a viable program for the public welfare. These Airport Rules and Regulations are intended for use in conjunction with the "Minimum Standard Requirements for Aeronautical Business Activities".

1.2 SCOPE: OWNERSHIP AND OPERATION

Peter Prince Airport is owned and operated by Santa Rosa County, in which the County Administrator (or his/her designee) serves as Airport Manager for Peter Prince Airport. All tenants, users, and visitors to the airport shall be governed by these rules and regulations.

1.3 ADMINISTRATION OF THE AIRPORT RULES AND REGULATIONS (AR&R)

On-site administration of the AR&R shall be under the authority, responsibility, and control of the County Administrator (or his/her designee), acting as Airport Manager. He is authorized to make such rules and regulations as are necessary to execute the functions vested in him by the Santa Rosa Board of County Commissioners, which regulations shall conform to and be consistent with the laws of the United States, State of Florida and the County of Santa Rosa. The policymaking activities of these AR&R reside with the Board of County Commissioners of Santa Rosa County.

When an emergency exists at the airport, the County Engineer is empowered to issue such directives and take such actions as are necessary to protect people, property, and assets, and promote the safe operation of the airport. Such directives as the County Engineer may issue will have regulatory power

during the time of the emergency, or until such time as they are reviewed and upheld, modified or rescinded by the Santa Rosa Board of County Commissioners.

Should any part of these AR&R conflict with federal, state, or local law or ordinance, then the latter will take precedence.

2 DEFINITIONS

Abandon -To forsake, desert, give up or surrender one's claim or right to ownership or control

Aeronautical Activity -Any activity conducted at airports which involves, makes possible, or is required for the operation of any type of aircraft. This includes repair, cleaning, modification, painting, repair or overhaul of aircraft parts, components or accessories, or any other activities that are related to the maintenance or use of aircraft. Aeronautical activities include, but are not limited to, the following:

A. Aerial Application
B. Aerial Photography or Surveying
C. Aircraft Charter and Air Taxi Service
D. Aircraft Flight Training Service
E. Aircraft Rental Services
F. Aircraft Sales and Service
G. Aircraft Washing and Cleaning Services
H. Airframe and Power plant Repair and/or Overhaul
I. Radio, Instrument, or any type of Electronic/ Electromechanical Avionics Device sales and Service
J. Propeller Repair or Overhaul Service
K. Sale of Aircraft Storage and Tie-Down Space
L. sale of Aircraft Parts
M. Sale of Aviation Petroleum Products
N. Air Ambulance Service
O. Any other activity directly or indirectly related to Aircraft Activity, including those listed under Specialty Aviation Service Operation (SASO).

AGL -Above Ground Level at a specific location, usually expressed in feet or meters.

Aircraft -Any airplane, balloon, ultralight aircraft, helicopter or rotorcraft or any vehicle now known or hereafter developed and used for navigation and flight in air or space

Aircraft Emergency -A condition or situation involving an aircraft in flight or on the ground that endangers lives or property

Aircraft Line Service -Services such as aircraft fueling, spotting, parking, storage or tiedown services, involving the routine use or movement of aircraft on the airport ramp. This does not include aircraft maintenance.

Aircraft Maintenance -The performance of aircraft services related to major or minor repairs, alterations, routine maintenance and scheduled inspections to airframe and engine component structures

Aircraft Movement Area -The runways, taxiways, aprons, ramp area and other aircraft maneuvering areas of the airport that are used to take off, land, taxi and park aircraft

Authorized -Acting under or pursuant to a written contract, permit or lease agreement issued by the proper County or Airport Official

Aircraft Operation -Aircraft take-off, aircraft landing, or any aircraft ground movement, whether self-powered or otherwise

Aircraft Operator -Any individual or legal entity which controls, owns, or maintains an aircraft.

Aircraft Parking Area -Those hangar and apron locations of the airport designated by the County Administrator (or his/her designee) for the parking and storage of aircraft. These areas include any area equipped with tie down devices.

Aircraft Operations Area (AOA) -Any area of the airport used for take-off; landing or ground maneuvering of aircraft. The AQA is considered restricted area and access by the general public is by permission of the County Administrator (or his/her designee).

Airport -All land, improvements, facilities and paved surfaces within the boundaries designated by the Board of Commissioners of Santa Rosa County as Peter Prince Field

Airport Manual -Airport Manual Certification documents required by the Federal Aviation Administration (FAA), and the Statement of the Florida Department of Aviation

Airport Layout Plan (ALP) -A graphic representation to scale of existing and proposed airport facilities, their locations on the airport grounds, and the pertinent clearances and dimensional information required to show conformance with applicable standards.

Minimum Standards -Minimum Standards Requirements for Aeronautical Business Activities, as approved by the Santa Rosa County Board of Commissioners, detailing provisions outlining the minimum standards acceptable to the County for legal entities or individuals desiring to conduct business on the airport premises.

Apron -Also Ramp, Tarmac. Those areas of the Airport both public and privately leased, designated by the County for the parking and storage of aircraft. This area is restricted to the operation of aircraft, passenger and baggage loading and unloading and aircraft line servicing. Access by the general public is by permission of the Airport Manager.

Based Aircraft -Any aircraft occupying space at Peter Prince Airport on a permanent status in which a lease agreement between the owner or operator and the County is in effect

Class C Airspace -Includes all airspace from that airport's established elevation up to 4,000 feet MSL and consists of two Airspace layers. Class C airspace requires two-way radio communication prior to entry. NAS Whiling Field is located within Class C airspace.

Class E Airspace -Includes all controlled airspace other than Class A, B, C or D. Class E airspace extends upward from either the surface of the designated altitude to overlying or adjacent airspace. Class E airspace includes transition areas and control zones for airports without air traffic control towers. Peter Prince Airport is located within Class E airspace, which is a "cut-out" of NAS Whiting Field's Class C airspace.

Commercial Aviation Business -The exchange, trading, buying, hiring, selling of any commodities, goods, services or property of any kind, or any revenue producing activity on the airport as conducted by any commercial operator.

Commercial Agreement -The legal agreement between the County and a commercial aviation business, or any individual or corporation that allows access to airport property

Commercial Aviation Business -Any person or legal entity or business on the airport who is authorized and licensed to conduct business activities directly related to aircraft sales, rentals, servicing, repair, inspections, or adjustments of aircraft or their components and accessories, and the installation/removal or repair of aircraft avionics, or flight training or ground instruction, or the dispensing and or selling of fuels and lubricants

County Administrator -The Santa Rosa County Administrator (or his/her designee) , which serves the role of Airport Manager for Peter Prince Airport.

Engine Run-Up -The operation of an aircraft engine at high power settings, with the aircraft on the ground, for the purposes of testing and evaluating the engine's function Engine Run-Up Area -Areas of the airport designated by the airport manager as appropriate places to perform an engine run-up

FAA -Federal Aviation Administration

FAR -Federal Aviation Regulation

Fixed Base Operator (FBO) -A legal entity which has executed a land lease agreement with the County and is authorized to conduct a commercial business activity on the airport premises, as defined and regulated by the Airport Minimum Standards.

Fuel -As defined in an operator's lease agreement
Fueling Operations -the dispensing of aviation fuel into aircraft

Fuel Vendor -an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity

Fueling Operations Permit -a permit issued by the airport manager to a person or entity that dispenses aviation fuel at Airport.

Flying Club -a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See Section 10 for requirements.

Hangar -Any structure for housing an aircraft. It may be completely enclosed, or consist of an open-walled structure

Independent Contractor -A person contracted by a tenant on a full or part-time basis, who is not salaried, but is paid by prior arrangement for work performed. An independent contractor has his own tools and equipment and sets his own hours

Landside -The general public common use areas of the airport, such as public roadways and public parking lots

Leased Aircraft -Aircraft leased in writing to a single lessee for a minimum of six months, during which the aircraft may not be rented, released or used by the owner during the term of the lease. Such aircraft shall be for the exclusive use and/ or exclusive control of the lessee. Aircraft leased in this manner may be maintained by the lessee, according to the requirements contained in the Airport Rules and Regulations and Minimum Standard Requirements. This does not include situations in which an aircraft is operated under a 'lease back" situation between the aircraft owner and FBO.

Master Plan -The official concept of the ultimate development of the airport

Minimum Standards -the standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. All operators will be required to meet these minimum standards and be subject additionally to all applicable Federal, State, County, Municipal and City Ordinances, and especially the document entitled "Airport Rules and Regulations", as adopted by Santa Rosa County

NOTAM -Notice to Airmen published by the FAA

Operator -Any individual or group of individuals, firm, company, corporation, joint venture, partnership or other such similar legal entity engaging in any business or commercial aeronautical activity on the airport. An operator may be classified as either a Fixed Base Operator (FBO) or a Specialty Shop Operator

Ramp Privilege -means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

Rental Aircraft -Aircraft that can be leased orally or in writing to more than a single lessee, or for less than six months. Aircraft leased/rented in this manner shall not be maintained by the lessee.

Self-fueling operator -a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person.

Specialty Aviation Service Operation (SASO) -Any aeronautical business who provides one or more of the following aeronautical activities or services:

A. Avionics Repair/ Installation

B. Propeller Service and Overhauls
C. Specific Engine Part Overhauls (e.g.: Magneto Service, Fuel Pump Overhauls)
D. Airframe Painting
E. Exterior Cleaning and Waxing
F. Engine Parts Sales
G. Aircraft Sales
H. Aircraft Rental/Flight Training
I. Aircraft Charter/ Air Taxi Service
J. Sightseeing Flights
K. Aerial Photography/ Surveying
L. Aircraft Insurance
M. Air Ambulance Service
N. Power Line/ Pipe Line Patrol

Sublease -A transition whereby one who holds leased premises from a landlord grants an interest in all or a portion of the leased premises to another.

Tenant -Any aircraft owner/operator, or business operator who holds a leases agreement with the County

UNICOM -a non-governmental communication facility which provides airport advisory information

3 COMPLIANCE AND ENFORCEMENT

All persons are expected to comply with the provisions of these AR&R while on the premises of Peter Prince Field. The County Administrator (or his/her designee) is hereby officially empowered by the Santa Rosa County Board of County Commissioners to oversee compliance with these AR&R and enlist the aid of suitable law enforcement officials, if necessary.

3.1 GENERAL CONDITIONS FOR COMPLIANCE

1. All activities at the Airport must be conducted in compliance with current applicable FAA rules, Federal Aviation Regulations, these Rules and Regulations, Santa Rosa County's "Minimum Standard Requirements for Aeronautical Business Activities" at Peter Prince Field and any other applicable Federal, State, or Local ordinances.

2. Accidents resulting in damage to property or injury requiring professional medical treatment must be reported to the County Administrator (or his/her designee).

3. All businesses operating at the Airport must be based on Airport property. Access to public landing area will not be granted to aircraft stored and/or serviced on adjacent property ("Through the Fence" operations). No exceptions will be considered.

4. Advertising of any kind requires a written authorization of the County Administrator (or his/her designee).

5. Animals required for the assistance to the blind, hearing impaired, or law enforcement persons are permitted on the airport. Domestic animals such as dogs and cats are permitted on the Airport only when restrained by leash or kept completely under control.

6. Commercial activity of any kind, involving the tender of money or barter, requires written authorization of the County Administrator (or his/her designee).

7. A valid certificate of insurance, or copies of it, shall be presented to the County Administrator (or his/her designee) by all tenants holding a valid lease, sublease, contract or permit for activity at the Airport.

8. Damage or destruction of property is prohibited and persons so involved will be fully liable to Santa Rosa County. Certain acts resulting in damage or destruction to airport property or aircraft are covered by the Federal Aviation Regulations and constitute a Federal Crime.

9. Disorderly conduct will be punished to the full extent of the law.

10. Gambling on the airport premises is prohibited.

11. Hunting or the discharge of firearms on airport property is prohibited.

12. Public intoxication on airport property is prohibited. No person under the influence of alcoholic beverages or drugs shall operate any Motor Vehicle or Aircraft on the Airport. No person, other

than under competent medical supervision, shall consume any controlled substance on any part of the Airport.

13. Lost or mislaid property shall be deposited at the FBO office, and if not claimed within 90 days shall become the property of the County to be sold, used, or disposed of at the discretion of the County.

14. Restricted areas are established for safety and security reasons. Only authorized persons may be in Restricted or AOA areas. Authorized persons include: supervised passengers who are enplaning or deplaning an aircraft; persons whose job requires them to be in Restricted or AOA areas; persons engaged in the operation of aircraft; others as authorized by the County Administrator (or his/her designee).

15. Signage standards are established by the County. No sign, advertisement, or notice shall be displayed on the outside of any structure, or on the grounds of the airport premises unless authorized by the County Engineer or otherwise approved as part of a lease or contractual agreement with the County.

16. Storage in the aircraft hangars of property or equipment not normally used for flight operations or aviation flight and/or maintenance activities is prohibited unless authorized under the lease contract. Storage of property or equipment of a non-aviation nature must be approved by the lease or other contractual agreement with the County, and in compliance with all applicable laws and regulations. Temporary storage of ground vehicles in the hangars while the aircraft is being used is not prohibited under this provision.

17. Hold Harmless: Aircraft owners, pilots, agents or their duly authorized representatives will release or discharge Santa Rosa County Board of Commissioners and County employees of and from liability for any damage which may be suffered by any aircraft and its equipment and for personal injury or death.

18. The County may at some point in the future find it necessary to implement nighttime restrictions and noise abatement measures. Upon implementation, all Airport tenants will be required to comply with these restrictions.

3.2 PROVISIONS FOR ENFORCEMENT

On-site overseeing and enforcement of the AR&R, Minimum Standards, and Lease Agreements is primarily the responsibility of the County Administrator (or his/her designee).

If unable to settle any disagreement arising from operation of the Airport, the County Administrator (or his/her designee) , depending on the nature of the difficulty, will notify either law enforcement officers, or the Santa Rosa County Board of Commissioners.

3.2.1 Penalty Provisions

In the event of continued violation of any of the provisions of the AR&R by any individual or corporate entity, the County may, after suitable warning, elect any penalty, including immediate revocation of lease, it finds appropriate.

4 AIRCRAFT OPERATIONS

4.1 AERONAUTICAL ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Closure of the airport
2. Restrictions and prohibitions of certain flight activities
3. Issuance of NOTAMs regarding local conditions
4. Charging of fees for landing, parking or storage of aircraft on leased property
5. Authorization of air shows and other special events
6. Overseeing of general compliance with AR&R

4.2 AIRCRAFT ACCIDENTS/INCIDENTS ON OR ADJACENT TO AIRPORT PROPERTY

1. Aircraft accidents/incidents must be reported immediately to airport management staff (County Administrator (or his/her designee)).
2. Disabled aircraft are the responsibility of the aircraft owner. However, the County Administrator (or his/her designee) has the authority to direct removal or relocation of a disabled aircraft from any location on the airport.
3. Access to accident/incident scenes are controlled by the County Engineer or by the designated person in command at the scene, until such time as appropriate governmental or law-enforcement authority may formally take command.

4.3 TAXIING, TOWING, OR REMOVING AIRCRAFT FROM THE AOA

1. The County Administrator (or his/her designee) is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas
2. Aircraft will not taxi into or out of any hangar under actual engine power.

4.4 AIRCRAFT OPERATIONS MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.
2. When an aircraft is being started by manually turning the propeller, a person holding a pilot certificate must be sitting at the controls. If no certificated pilot is available, the aircraft must be chocked and the tail tied down to a secure tiedown prior to the starting attempt.
3. Except for emergencies, aircraft repair/maintenance will be performed in designated areas only.

4. Derelict or non-airworthy aircraft must be stored inside enclosed spaces or in designated non-flying aircraft storage areas as determined by the County Administrator (or his/her designee), or removed from the Airport.

5. Any aircraft weighing more than runway, taxiway or apron load bearing capacity is prohibited.

6. Aircraft based at the airport must have current FAA required documents on board, must meet the Minimum Standards of Peter Prince Airport, and must display the aircraft "N" number.

7. All aircraft operating at the Airport must be equipped with a two-way radio capable of transmitting and receiving on the UNICOM frequency assigned to Peter Prince Airport within a five nautical mile radius of the Airport. This includes all experimental, homebuilt and/or ultralight vehicles.

8. Special events, such as air shows, balloon festivals, air races, war bird shows, "fly-ins," parachuting activity, glider towing take-offs and glider landings and banner tow/aerial advertisement operations, will be regulated by and strictly approved or disapproved by the County.

9. Fees for special events will be determined by Santa Rosa County in coordination with the servicing FBO.

10. Special event sponsors must meet all requirements, insurance, security, sanitation, traffic control, and any other requirements by the County and servicing FBO before any part of any event commences.

11. Ultralight, Experimental and Homebuilt Vehicles: Ultralight vehicle operations are allowed only in areas specified by the County. All such vehicles must be equipped with brakes and two-way radio communications with the capability of transmitting and receiving on the Airport's assigned UNICOM frequency. Pilots of such vehicles are required to possess the basic aeronautical skills necessary for safe operations within the Airport Air Traffic Area, and possess an endorsement from a Basic Flight Instructor for solo VFR flight. All ultralight operations must meet or exceed all requirements contained in Federal Aviation Regulations Part 103 and shall be in accordance with all current Airport Operational Directives.

12. Due to the significant airspace constraints, high level of military training activity and overall level of operational requirements in the immediate vicinity of Peter Prince Airport, no balloon, glider or parachute/skydiving operations are allowed at the Airport in order to ensure the safety of the flying public, as well as persons and property on the ground.

4.5 Common Use Area

Common use areas include all runway, taxiways, taxilanes, airport lighting, apparatus or equipment for disseminating weather and wind information, radio or other electrical communication and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All common use areas shall be kept clear and available for aircraft traffic. No FBO, SASO or other person shall use any common use area for the parking, storing, repair, servicing or fueling of aircraft, or for any other purpose, other than the operation of aircraft, without prior written approval of the County Administration (or his/her designee)

5 VEHICLE OPERATIONS

5.1 VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. All airport roadways have Santa Rosa County status.

2. All motor vehicles on airport roadways and parking lots are governed by Santa Rosa County traffic ordinances.

3. All motor vehicle drivers must possess a valid Florida or State of Residence driver's license.

4. The County Engineer has the authority to deny or restrict any motor vehicle operator from operating a ground vehicle on the AOA.

5. The County Engineer and staff have the authority to request or otherwise move any motor vehicle for reasons of safety, security, abandonment, or at the direction of appropriate law enforcement officials.

6. All motor vehicles operating on the AOA must be insured for liability as described in the Minimum Standards for Peter Prince Airport.

5.2 VEHICLE OPERATIONS ·MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Vehicle access to the T-Hangar is limited to the immediate area surrounding the T-Hangar. The County Administrator (or his/her designee) may, at any time, and in any manner, limit, withdraw or change airfield access that may be permitted.

2. Unless otherwise specified, the speed limit on all airport roadways is 25 miles per hour.

3. Motor vehicles will comply with all airport security directives.

4. Aircraft and pedestrians have the right of way over motor vehicles. All vehicles shall yield right of way to aircraft in motion and emergency vehicles.

5. Motor vehicle drivers will park in designated parking areas only.

6. Aircraft owners who are hangar tenants may temporarily park motor vehicles in areas close to or adjacent to their aircraft storage areas provided they do so in a manner which will not impede the flow of ground traffic or aircraft taxiing, or impede nearby hangar tenants from taxiing and towing their aircraft into or out of their hangars.

7. When vehicles are operating on the AOA, they shall pass to the rear. And well clear of taxiing aircraft.

8. Motor vehicles will use hazard light or a yellow or orange flashing emergency light at all times while operating on the airfield or any part of the AOA.

9. Authorized motor vehicles needing to access the East apron area from the West area, or vice versa, must use either the airport service road or the entrance taxiway on the opposite end of

an active runway. Prior to using the entrance taxiway on the opposite end of the active runway, the driver of an authorized vehicle must first contact the Unicom operator to advise its intent to cross the runway and obtain appropriate clearance accordingly. The use of the vehicular service road is highly encouraged. Do not use the rapid exit taxiways. Crossing of runway by authorized motor vehicles is to be avoided, whenever possible.

6 TENANT OPERATIONS

6.1 Tenant Operations Regulated by Airport Management

1. All tenant operators must be party to a fully executed lease or rental agreement with the County. The lease will include any fees due the County, and will detail the specific commercial activity approved for each airport business firm.

6.2 Tenant Operations-Mandatory Compliance or Prohibited Activities

1. As a condition to receiving an approved lease, all tenant operators must certify that they are in compliance with the AR&R and Minimum Standards.

2. Tenants may not sublease any premises on the Airport without prior written approval of the County.

3. Tenants will be held responsible for the actions of any employee violating the AR&R or the Minimum Standards or the Lease Agreement between the tenant and the County.

4. Tenants shall keep all lease property and areas adjacent thereto free of waste material, rubbish, litter, junk, and any other unsightly material. Sanitation of all rest room floors, walls, and public areas will be strictly complied with.

5. Non-Aviation Storage of Equipment: Unless otherwise provided for by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of cargo or any other property or equipment without permission of the County. If, notwithstanding the above prohibition, a person, firm, or corporation uses such areas for storage without first obtaining such permission, the County shall have the authority to order the cargo or any other property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee without responsibility or liability therefore.

6. Any structural or decorative changes to any building, ramp or other Airport property require written permission of the County Administrator (or his/her designee).

7 SAFETY PROCEDURES

7.1 SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT

1. Fueling of aircraft will be performed only in locations approved by the County Administrator (or his/her designee). No aircraft shall be fueled while its engine is running or while positioned in a hangar or other enclosed place. Adequate connections for bonding shall be maintained during fueling.

2. In the event that emergency repair or work involving fuel lines or fuel tank must be performed on the aircraft, such emergency work must be performed on the airport's designated area.

3. Smoking during any fuel transfer is strictly forbidden.

4. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as part of this AR&R document

5. The provisions of the Fire Code as adopted by Santa Rosa County are hereby adopted by the Airport and incorporated as a part of this AR&R document

6. The storage of flammable and dangerous material will be in compliance with all applicable Federal, State and Santa Rosa County Codes.

7. Heating systems or devices in any hangar shall only be approved systems or devices as listed by the Underwriters Laboratories, Inc., as suitable for use in Aircraft hangars and must be installed in the manner prescribed by the Underwriters Laboratories, Inc.

7.2 SAFETY PROCEDURES· MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Fuel storage areas, dangerous material areas and maintenance shop areas will be considered restricted areas and will be off limits to the general public

2. Smoking is prohibited within 50 feet of any aircraft and within 100 feet of fuel storage areas or a fuel handling vehicle. Smoking is prohibited in any area so designated elsewhere on the airport.

3. Fuel service activity will cease when lightning occurs within the vicinity of the airport.

4. Fuel servicing vehicles will not be parked or stored inside enclosed hangar or storage spaces.

5. Fire Extinguishers: All tenants or lessees of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two fire extinguishers, one located on each side of the vehicle. Extinguishers shall conform to applicable NFPA Standards.

6. No flammable, corrosive, or toxic liquids will be disposed of into or onto storm drains, aprons, parking lots, roadways, catch basins, ditches, or open land.

7. Storage of compressed gases or flammable liquids in any building or structure is prohibited unless approved by the County Administrator (or his/her designee), and in compliance with all applicable State and local codes, and the Minimum Standards.

8. Open fires are prohibited unless approved by the County Administrator (or his/her designee).

9. Use of Cleaning Fluids: Cleaning of Aircraft parts and other equipment shall preferably be done with nonflammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

10. Aprons, Building and Equipment: All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space and kept clean at all times. Only approved boxes, crates, paint or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport.

8 USE OF T-HANGARS AND STORAGE HANGARS

All of the rules and regulations described in this document are applicable to the use of T-Hangars and Storage Hangars. Additionally the following rules also apply to T-Hangars and Storage Hangar usage:

1. T-Hangars and Unit Storage Hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.

2. T-hangar buildings are primarily for the storage of flyable aircraft except as provided in appropriate section(s) of the lease contract.

3. Only Aircraft registered with the Authority and items immediately incidental to the Aircraft's operation are to be stored in T-hangars.

4. No Aircraft or Aircraft component shall be suspended or lifted utilizing the building or any component of the building.

5. No alterations will be made to the hangar structure without written approval by the County. Any alterations are subject to removal by the County at tenant's expense, upon 30 days written notice, for the purpose of repair, construction or other purposes deemed necessary by the County.

6. No flammable materials or refuse will be stored or allowed to accumulate in hangars, except tenant may store not more than 25 gallons of flammable fluids including a reasonable amount of Aircraft lubricants, within the premises, provided that any such storage be limited to NFPA approved containers, or unopened original containers.

7. Aircraft are not to be washed with running water in hangars when such washing will cause drainage into or through another hangar.

8. No paint spraying or spraying of any kind will be permitted.

9. No tools, equipment, or material will be used in the hangars that could constitute a fire hazard.

10. No smoking in T-Hangars and Aircraft unit storage hangars is permitted.

11. Tenants will exercise reasonable care to keep oil, grease, etc. off the floor.

12. No signs will be erected or painted on the exterior or interior of T-Hangars or Aircraft unit storage hangars.

13. No Aircraft or Vehicle is to be parked by T-Hangars or unit storage hangars, in such a manner as to block access to adjoining hangar spaces, or to cause inconvenience to other tenants or taxiing aircraft.

14. To minimize conflicts with aircraft, T-Hangar tenants are expected to temporarily park their personal vehicles in the parking lot adjacent to the T-Hangar area. If necessary, tenants may

park one (1) personal vehicle in the T-hangar when flying registered Aircraft. Further, if necessary, a second vehicle belonging to a guest of the tenant, may be parked in the renters T-Hangar if the guest is accompanying the lessee on the trip.

15. The premises are for the private use of tenant and shall not be sublet for profit and/or used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit. Commercial or industrial activity in or from T-hangars is strictly prohibited.

16. Only maintenance, as allowed under the lease contract may be performed on the Permitted Aircraft inside the T-Hangar. No other maintenance may be undertaken in the T-Hangar.

8.1 Prohibited T-Hangar Storage and Uses

A. Storage of the following items and materials in the T-Hangar is prohibited:

1. Storage of aircraft other than the Permitted Aircraft.

2. Storage of items not directly related to the allowable maintenance and operation of the Permitted Aircraft.

3. Parking or storage of motor homes, campers, trailers, boats, or other items of personal property in or around the T-Hangar except those permitted by these Rules and Regulations or the License and/or under the lease contract.

4. Storage of Hazardous Materials, except those specifically permitted by these Rules and Regulations. "Hazardous Materials" means any chemical, substance, object, condition, material, waste, or controlled substance which is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosiveness, explosivity, flammability, reactivity, toxicity, infectiousness, or other harmful or potentially harmful properties or effects, which is regulated in any manner by any federal, state, or local government agency or entity, or under any federal, state, or local law, regulation, ordinance, rule, policy or procedure due to such properties or effects.

B. The following activities are prohibited in and around the T-Hangar.

1. Rent, lease, sublet, transfer or assignment of the T-Hangar or any portion thereof.

2. Use of the T-Hangar for any commercial purpose, including, but not limited to, charter services as defined in FAA Part 135, aircraft rental, service, or flight instruction.

3. Aircraft fuel or de-fuel inside of the T-Hangar.

4. Aircraft engine operation inside the T-Hangar.

5. Hazardous activities, as determined in the sole discretion of the County, including, but not limited to, welding, painting, doping, opening fuel lines or the application of Hazardous Materials.

8. Aircraft and equipment washing in or around the T-Hangar. (Tenant shall utilize public aircraft wash rack facilities in accordance with applicable rules.)

9. Human occupancy, including, but not limited to, sleeping, in the T-Hangar.

10. Vehicular maintenance, including, but not limited to, wash, wax, clean or repair vehicles in or around the T-Hangar.

10. Open flames or other sources of ignition, including but not limited to, smoking, inside the T-Hangar or other restricted areas of the Airport.

12. Discharge or cause discharge of any material into an Airport storm drain system or watercourse or on any Airport surface.

13. Paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Hangar, including roof, doors, walls, ceiling and floor.

14. Attach hoist or hold mechanism (i.e. chainfall, winch, block, tackle or any other hoisting device) to any part of the T-Hangar or passing any such mechanism over the struts or braces therein.

9 SECURITY REQUIREMENTS

9.1 SECURITY REQUIREMENTS REGULATED BY AIRPORT MANAGEMENT

1. Restricted areas are established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless entry is authorized by the County Engineer or his designee. The general public is also prohibited from all other areas of the airport posted as being restricted areas

2. Aircraft requiring security guards or police officers must coordinate this requirement with the County Administrator (or his/her designee).

3. Only flight crews, passengers, aircraft service and maintenance personnel, FAA, Fire Department or law enforcement personnel, or others authorized by the Airport Manager shall be permitted in the AOA.

4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the County Engineer or his designee will be considered trespassing and subject to arrest.

5. Santa Rosa County Sheriffs Deputies and other local law enforcement officers have the power and authority to enforce laws, ordinances, resolutions, rules and regulations adopted by the County within airport boundaries.

9.2 SECURITY OF AIRCRAFT AND AOA

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.

2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their airport tenant leased area of responsibility.

3. Tenants and Tenant employees are responsible for safeguarding doors, gates and other access to the AOA, as well as access to restricted areas of the airport.

4. A breach in security by a tenant or tenant employee that results in a FAA, FDOT or County finding of negligence will be cause to review, fine and possibly cancel or curtail tenant access to the AOA or restricted areas of the airport.

10 FLYING CLUBS

The following requirements pertain to all flying clubs desiring to base their aircraft at the Airport. Prior to commencement of aeronautical activities, each club must obtain approval from the County and secure a lease and operating agreement for proposed activities. Prior to and during the term of the lease and operating agreement, each club, at the request of the County, will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations:

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircraft, for their personal use and enjoyment only. The ownership of the aircraft, or aircraft, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who provides flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.

4. The flying club, with its permit request, shall furnish the County a copy of its:

   A. Charter and bylaws

   B. Articles of association

   C. Partnership agreement or other documentation supporting its existence a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis

   D. Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public Liability ($100,0001$50,000) per person; public liability ($300,000/$100,000) per accident; property damage *($100,000/$20,000),* with hold harmless clause in favor of the Airport/County, its officers and employees (10 days prior notice of cancellation shall be filed with airport management)

E. Number and type of aircraft

F. Evidence that aircraft are property certificated

G. Evidence that ownership is vested in the club

H. Operating rules of the club.

The books and other records of the club shall be available for review at any reasonable time by the County.

5. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport.

11 REVIEW OF AR&R AND MINIMUM STANDARDS FOR AERONAUTICAL BUSINESS ACTIVITIES

Twelve months after date of adoption of these AR&R and Minimum Standards for Aeronautical Business Activities, and every twelve months thereafter, these documents will be reviewed and updated with any changes that may be necessary.

If at *any* time it appears necessary to do so, the County reserves the right to review and revise these documents sooner than the 12 months interval specified above.

Layne Christensen Company
Professional Services for Water Systems
3720 North Palafox Street
Pensacola, FL 32505
850.432.5101 office
850.432.2999 fax
www.layne.com

WATER · MINERAL · ENERGY

2

Quotation

To: Navarre Beach Water & Sewer
1411 Utility Drive
Navarre Beach, FL 32566

Date: 9.5.13

Attn: Terry Wallace
850-393-9769
terryw@santarosa.fl.gov

Re: Well 2 Auxilary Engine

Item	Description	Qty	Unit $	Extended $
1	GM 5.7 L, LPG Certified, Base Unit, Clutch & PTO,	1	$ 17,532.00	$ 17,532.00
	Muffler Kit & Battery Kit (4 week delivery)			$ -
	or			$ -
	John Deere, 4045TF290/74-IT4 Diesel Unit	1	$ 16,689.00	$ 16,689.00
	(1 week delivery)			
2	Misc materials for remount estimated	1	$ 300.00	$ 300.00
3	Drive Shaft	1	$ 335.00	$ 335.00
4	Side Mount 115 V Generator	1	$ 4,395.00	$ 4,395.00
5	Labor to Romove Existing Engine and Install	32	$ 195.00	$ 6,240.00
	New Engine, Service Tech and Help (Estimated)			$ -
6	Travel, Mileage	240	$ 1.25	$ 300.00
				$ -
				$ -
	Each unit provided with Coolant/Anti-freeze			$ -
	Engine Oil, Air Cleaner, Fabricated Steel Frame,			$ -
	Starter Alternator, Exhaust Stack w/rain cap,			$ -
	Shock Mounted Instument Panel, Safety Shut Down			$ -
	for Oil Pressure, Water Temp and Low Pump Pressure,			$ -
	Ammeter, Tachourmeter, Throttle Control and Starter			$ -
	Key Switch.			$ -
				$ -
				$ -
			Estimated Total:	$ 29,102.00

By: *Bob Baker*

Bob Baker
Account Manager
850.281.5968 cell
bob.baker@layne.com

The undersigned Purchaser hereby instructs Layne Christensen Company to proceed with the work described with the understanding that the Terms and Conditions shown on the next page are hereby incorporated as part of this contract. This Quotation is an estimate based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. The foregoing prices are subject to Federal, State and Local Sales and Use Taxes. This Quotation is good for thirty days from the date of submital.

Purchaser: _____ By: _____

Date: _____ Name and Title: _____

3

Attachment "A" - **Scope of Work**
Supplemental Agreement 2013-2

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

Task 1 – Funding Alternatives: COASTAL TECH will investigate and summarize potential funding alternatives including:

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

In concert with the above, COASTAL TECH will:

(a) informally confer with USACE staff to determine the potential timing and extent of future federal funding through the USACE;
(b) informally confer with COUNTY and Santa Rosa County Tourist Development Council staff relative to the availability and suitability of local funding sources; and
(c) research, summarize, compare and contrast the funding mechanisms and/or sources used for beach projects in the other Panhandle counties (Escambia, Okaloosa, Walton, Bay and Franklin) and two (2) to four (4) peninsular Florida counties.

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

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

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

Task 2 – Public Workshop: COASTAL TECH will participate in and create a presentation for a workshop with the COUNTY at a location acceptable to the COUNTY to present and obtain public input regarding the DRAFT FUNDING PLAN. COASTAL TECH will provide comment sheets at the Public Workshop, collect the comment sheets at the Public Workshop and transmit the collected comment sheets to the COUNTY. COASTAL TECH will prepare a general summary of public comments received at the Workshop.

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

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

COASTAL TECH will:

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

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

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

Santa Rosa County - Navarre Beach
Re-Nourishment Funding

Attachment "B"
Estimated Fees and Schedule
Supplemental Agreement 2013-2
September 17, 2013

Notice to Proceed
September 23, 2013

Schedule				QA	EOR			PM											
				Michael Walther	Cliff Truitt	Tem Fontaine	Jeff Birmingham	Jimmy Sellers	Leighann Budde	Sally Davenport	Lois Edwards	Kim Colstad	Pati Gattis	Zander Neach	Brooke Edwards				
				Principal Engineer	Senior Engineer	Engineer III	Engineer III	Coastal Mgmt. Sp.	Geologist	Director of Coastal Mngt	Sr. Permit Specialist	Sr. Coastal Ecologist	Permit Specialist	ACAD Engineer Tec	Clerical	Total	Direct Costs		Line	Task
Start	Finish	Days	Task Description	$250	$176	$115	$105	$99	$99	$168	$133	$108	$92	$60	$53	Fees	Amount	Description	Total	Total
23-Sep-13	7-Dec-13	75	**Task 1 - Funding Alternatives**																	$19,344
			Evaluate Potential Funding Options	1	1			36			4			2		$4,642			$4,642	
			Informal Consultation w/ USACE, COUNTY and other FL Counties	2				24			4					$3,408			$3,408	
			Formulate DRAFT Funding Plan	6	2			16								$3,436			$3,436	
			Meet w/ COUNTY to review DRAFT Funding Plan	20				20							1	$7,033	$825	Travel & Per Diem	$7,858	
7-Dec-13	21-Jan-14	45	**Task 2 - Public Workshop**																	$11,925
			Create Presentation for Public Workshop	3	1			14			2			4		$2,818			$2,818	
			Participate in Public Workshop	20				20							1	$7,033	$825	Travel & Per Diem	$7,858	
			Prepare Summary of Public Workshop and Public Comments	1	2			6							1	$1,249			$1,249	
21-Jan-14	20-Feb-14	30	**Task 3 - MSBU Update**																	$5,772
			Update MSBU with Property Information					8						16		$1,752			$1,752	
			Prepare Letter Report w/ Spreadsheet of Potential Assessments	1				8						2	1	$1,215			$1,215	
			Meet w/ COUNTY to review Letter Report					20								$1,980	$825	Travel & Per Diem	$2,805	
20-Feb-14	6-Apr-14	45	**Task 4 - Final Funding Plan**																	$3,570
			Prepare Final Funding Plan	2	2			12			2					$2,306			$2,306	
			Preparation of USACE Letter	1	2			4			2					$1,264			$1,264	
23-Sep-13	21-Apr-14	210	**Task 5 - Public Hearings/Informal Meetings**																	$26,218
			Attendance at up to three (3) Public Hearings or Informal Meetings	40				60								$15,940	$2,474	Travel & Per Diem	$18,414	
			Final Funding Plan Presentation	20				20								$6,980	$825	Travel & Per Diem	$7,805	
			Total Hours :	117	10	0	0	268	0	0	14	0	0	24	4	437				
			Total Costs :	$29,250	$1,760	$0	$0	$26,532	$0	$0	$1,862	$0	$0	$1,440	$212	$61,056	$5,772		$66,828	$66,828
																$61,056			$66,828	

JP ENGINEERING
P.O. Box 5335 ◇ Niceville, FL 32578-5335
Phone 850.678.1355 ◇ Fax 850.678.2155

DESIGN VARIANCE REQUEST LETTER

4

September 12, 2013

Santa Rosa County Board of County Commissioners
6495 Caroline St, Suite M
Milton, FL 32570

RE: **Heritage Oaks**
Parcel ID #s 01-2S-27-0000-03100-0000,
01-2S-27-0000-03200-0000, & 01-2S-27-0000-01700-0000

Dear Santa Rosa County BCC,

Please accept this letter as a request for a Design Variance to the Santa Rosa County Land Development Code (Section 4.03.07.H) requirement for a right turn lane for this 40-lot residential subdivision.

A Pre-application meeting for submittal was held on July 25, 2013 with the Florida Department of Transportation (FDOT) about the right turn lane. In addition to FDOT staff members, Santa Rosa County engineer Marc Bonifay, P.E. and planner Leslie Statler were in attendance. The FDOT determined that a right turn lane was not warranted and they did not want a right turn lane to be constructed at this driveway connection. Furthermore, the FDOT District Access Management Engineer, Edward Gassman, who was in attendance at the meeting, determined that the traffic generated by Heritage Oaks does not warrant a right turn lane. This section of State Road 87 has been widened to four lanes and construction was just completed in August. The FDOT requested we utilize the existing turnout location and not alter the new construction anymore than necessary. The FDOT determined an increase of the driveway connection to a 35' radius at the back of curb would be acceptable. The FDOT also was opposed to the right turn lane due to limited right-of-way area and the drainage ditch running along State Road 87 along the frontage of the development. Practically speaking the developer does not own the property to provide a right turn lane even if it was warranted. Based on these determining factors, we request that the design variance to allow a roadway connection without a right turn lane for this project be granted.

Respectfully,

Matthew R. Parker, P.E.
President
JP-Engineering, PL

No support documentation for this agenda item.

No support documentation for this agenda item.

No support documentation for this agenda item.

No support documentation for this agenda item.

No support documentation for this agenda item.

Public Services Committee

Chaired by:
Lynchard & Williamson

Meeting:
September 23, 2013, 9:00 A.M.

AGENDA

Development Services

1. Discussion of automated calling system to be used as a tool for code enforcement.

2. Recommend Board approve a change to previously-approved minutes of the August 28, 2008 BOCC Special Rezoning Meeting to correctly reflect the Board's denial of rezoning request 2008-R-046.

3. Recommend Board authorize staff to develop new Zoning and Future Land Use Map categories for Military Installations and to process amendments to the Land Development Code and Comprehensive Plan as necessary to adopt the new categories.

4. Recommend Board approve a request from Vestcor Development Corporation, for a $20,000 county contribution toward development of a senior housing project as recommended by the SHIP Affordable Housing Advisory Committee and authorize the chairman to sign all related documents. Approval should be contingent upon approval by Florida Housing Finance of the developer's application for tax credit funding.

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: Tony Gomillion, Public Services Director

SUBJECT: Automated Calling System

DATE: September 17, 2013

DISCUSSION

In 2012 we discussed the use of an automated calling system as a tool for code enforcement to utilize in the enforcement effort related to "snipe" signs. At that time the Board asked that we get with the Chambers and make them aware of the need for increased enforcement of all sign encroachments on the right-of-way. We did do outreach with the Chambers and there were no negative comments related to increased enforcement. In addition, since the original discussion took place, other Counties have begun utilizing similar systems and are reporting them as excellent tools in the control of these type signs.

Given the positive feedback from the counties that utilize this system and recent citizen interest in us utilizing all available means to control these signs, it is our intent to purchase the software previously discussed (approx $700.00), and to begin the implementation of the system during the 4th quarter of this year. It is our plan to phase in the implementation of this system, with the focus initially being on the most egregious and repetitious violators. Once we have a good understanding of how to properly and efficiently manage the system we will expand its usage.

Santa Rosa County
Development Services

Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners

FROM: Beckie Cato

DATE: September 11, 2013

RE: Correction to the Minutes of the August 28, 2008 BOCC Special Rezoning Meeting

RECOMMENDATION

That the Board approve a change to previously-approved minutes of the August 28, 2008 BOCC Special Rezoning Meeting to correctly reflect the Board's denial of rezoning request 2008-R-046.

BACKGROUND

On August 28, 2008 the Board conducted a public hearing to consider a request from Shon Owens to rezone property located on Berryhill Road from R-1M to HCD. The Zoning Board had recommended denial of the request at their meeting on August 14, 2008. The BOCC supported the Zoning Board's recommendation and voted to deny the request.

The minutes from the BOCC meeting, an excerpt of which can be found on the following page, incorrectly recorded a vote of approval.

Staff has reviewed a video of the meeting to confirm the motion to deny. Angie Jones, who represented the applicant at that meeting, also recalls that the action taken was to deny the request and she has confirmed that with the property owner.

NEXT STEPS

If the board approves the request, staff will coordinate with the Clerk's Office as necessary to record the change.

Enclosure: Excerpt from the minutes of the August 28, 2008 BOCC rezoning meeting

Excerpt from the August 28, 2008 BOCC Special Rezoning Meeting

Angela Jones stated Infinity Investments would like to add a formal office space to their piece of property. She gave examples of businesses around this parcel and stated this zoning request was in line with other development in the area. Jones gave the Board a map of future development planned for Berryhill Road. She stated this property would be at a major intersection when proposed development of Berryhill Road is complete. She stated the property would meet Planning and Zoning buffer requirements.

LaRhonda Moneyham stated she submitted a petition to oppose the rezoning request with 88 signatures from people who live in the neighborhood surrounding this property. She stated one of the reasons the Local Planning Board denied this rezoning request is because it does not meet locational criteria in the Pace Area Plan. Moneyham gave examples of what type of businessesw will be allowed on the property. She requested if the rezoning request is granted a 30 ft. greenbelt surrounding the property and a 6 ft. high wooden fence installed along Tilubo Lane.

Marissa Box stated she would like the rezoning request denied, and the future land use left as single family residential. She stated the property owner was aware of the zoning when the property was purchased. Box stated this zoning request does not meet requirements of the Pace Area Plan. She stated there are a variety of residential subdivisions along Berryhill Road. Box stated this property should remain zoned residential so HCD zoning does not degrade the residential neighborhoods along Berryhill Road.

Jones stated the Pace Area Plan states that commercial development should strive to be located adjacent to major intersections, but does not require that. She stated the property between 5 points and Hammersmith is best used for commercial development.

Charles Box asked the Board to consider the Local Planning Board's decision. He stated just because his house is old does not mean his house is not important. Box asked the Board to consider leaving the property zoned residential.

Stewart asked if the County has purchased right of way to be able to four lane Berryhill to West Spencer Field. Dannheisser stated the County has only purchased property at the 5 points intersection. He said he thought the County would have to acquire some property along Berryhill Road for the four laning project. Stewart stated the whole area from Hammersmith to 5 points will be subject to HCD zoning as the county moves forward with four laning Berryhill Road. He stated the Pace Area Plan states anything within half of a mile of a major intersection should immediately be considered under the Future Land Use Maps as HCD. Stewart stated if Berryhill is four laned this property would not be valuable as R1M zoning. Salter states it appears the north side of Berryhill Road is going to be developed commercial more than the south side. Salter stated he would like to see what the four laning project will look like before he supports any rezoning request in this area. Goodin stated he agreed that the Board should wait to see the final design of the four laning project, and then rezone the area at one time instead of rezoning small pieces based on speculation. Stewart asked if Infinity Investments is currently running a construction business on the property and if they had necessary permits from the county to operate. Jones stated they are running a business on the property and a citation has been issued from the county. She stated that it is a permitted home based business. Jones stated the citation would not be pursued. Cole stated he agreed it was too early to rezone this property.

Broxson moved approval without objection of Rezoning/Small Scale Amendment, Case No. 2008-R-046.

Santa Rosa County
Development Services

Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners

FROM: Beckie Cato

DATE: September 13, 2013

RE: Request to Develop New Zoning and Future Land Use Map Categories for Military Installations

RECOMMENDATION

That the Board authorize staff to develop new Zoning and Future Land Use Map categories for Military Installations and to process amendments to the Land Development Code and Comprehensive Plan as necessary to adopt the new categories.

BACKGROUND

Escambia County is working with the Navy to develop a new helicopter training Outlying Landing Field (OLF) in north Santa Rosa County with the intent to swap the new field for the existing Site 8 OLF located on West Nine Mile Road. It is our understanding that Escambia is in the due diligence phase of acquiring the property. Their proposal is under review by the Navy.

The proposed location, shown on the enclosed map, is zoned Ag-1 and Ag-2 with a Future Land Use (FLUM) designation of Agriculture. Most military installations in the County are shown on the zoning and FLUM maps as "military." However, the Land Development Code and Comprehensive Plan do not actually include a "military" category.

Prior to development of the site for the intended use, the property should be zoned appropriately, including application of the LDC military airport overlay zones. Staff proposes the following process:

- Amend the LDC and Comprehensive Plan to include Zoning and Future Land Use Map categories called "Military Installation."

- If the BOCC approves the new zoning/FLUM districts, and if the Navy approves the proposal, Escambia County would then apply for a large scale rezoning and FLUM amendment for the proposed OLF site.

- At the time of the rezoning, the county would also need to adopt changes to LDC Article 11, establishing Military Airport Zone, Notification Zone, and Military Airport Influence Area overlay zones for the new OLF site. The accident potential overlay zones, or AICUZ zones, would be developed by the Navy and applied at a later date.

- Property owner notification for the rezoning and Article 11 changes will include all property owners within 2 miles of the site, which is the area that will be covered by the Military Airport Influence Area overlay zone.

As noted, the first step in the process is to create a Military Installation zoning district and Future Land Use Map category. Staff is requesting authorization to move forward with that task.

NEXT STEPS

If the board approves the request, staff will draft new zoning and FLUM categories for Military Installations and schedule public hearings with the Zoning Board and BOCC as required for amending the LDC and Comprehensive Plan.

Enclosure: Aerial map of the proposed OLF site

SEGREST RD
ANNIE PENTON RD
NEW YORK ST
BYROM CAMPBELL RD
GRISWOLD RD
CHUMUCKLA HWY
BUD DIAMOND RD
CHIPPEWA LN
APACHE DR
SALTER RD
ARD FIELD RD
PINE LEVEL CHURCH RD
WENDT FARM RD
HIGHWAY 178
RESEARCH RD
HICKORY FLATS RD
J BARLOW RD
DALLAS ELLIOTT RD
RUSSELL ELLIOT RD
HIGHWAY 89
HIGHWAY 182
PINEVIEW CHURCH RD
WELLS POND RD
THREE HOLLOW RD
PREACHER LN
COBBTOWN RD

Santa Rosa County
Development Services

Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: SHIP Affordable Housing Advisory Committee

FROM: Beckie Cato
Planning Director

DATE: August 29, 2013

RE: Request for County Contribution to a Proposed Senior Housing Project

RECOMMENDATION:

That the Board approve a request from Steve Frick, President, Vestcor Development Corporation, for a $20,000 county contribution toward development of a senior housing project as recommended by the SHIP Affordable Housing Advisory Committee and authorize the chairman to sign all related documents. Approval should be contingent upon approval by Florida Housing Finance of the developers application for tax credit funding.

BACKGROUND:

Enclosed is a request from Steve Frick, President, Vestcor Development Corporation, for a $20,000 county contribution toward development of a senior housing project. The proposed project will include 120 low income senior apartment units with a construction cost estimate of $15,000,000.

Vestcor will be submitting an application in October to Florida Housing Finance for their tax credit program. This is a competitive program, and applicants receive points for local government contribution. In the past, only those applications with local government contributions have been approved.

SHIP funds may be used for the local government contribution and our SHIP Local Housing Assistance Plan has a strategy that may be used for this purpose. That strategy is currently unfunded, but funds may be moved from another strategy with approval from the Board of County Commissioners.

The County's SHIP Affordable Housing Advisory Committee considered the request at their meeting on September 10, 2013 and recommended approval.

The project would be located within the City of Milton and their planning department has conducted a conceptual review of the development plan. The City's Development Review Committee and Planning Board have both recommended approval of the project which will be presented to their City Council on September 24, 2013.

NEXT STEPS:

If approved by the Board, and if the Vestcor project is approved for the tax credit program through Florida Housing Finance, staff will coordinate with the developer for payment of the county contribution at the appropriate time.

Enclosures:

Request from Steve Frick
PowerPoint presentation of the project
Rental Development Strategy from LHAP

From: Steve Frick [frick@vestcor.com]
Sent: Tuesday, August 20, 2013 8:26 AM
To: Beckie Cato
Subject: FW: Dogwood Senior Project

Beckie,
As we discussed we will be submitting an application to the Florida Housing Finance Corporation for tax credits to develop a site in Santa Rosa County at the southwest corner of Dogwood Road and Chestnut Street. We propose to build a three story 120 unit senior apartment community consisting of 60 1 bedroom units and 60 two bedroom units. All of these units will be rented to persons 55 years of age or older whose income is less that 60% of the county median income limit with 10% at less than 40% of median income. The current profile of our Jacksonville community is 80% female averaging 68 years of age. These senior communities are very quiet with minimal traffic impacts. Attached is an information package on the existing community we have here in Jacksonville which we plan to duplicate in Milton along with some aerials and a site plan showing where the building will sit on the site.

We became interested in Santa Rosa County after reviewing the attached elderly need analysis performed by The Meridian Group on behalf of Florida Housing showing the supply, demand and level of effort for each county in the state with regard to affordable elderly housing in Florida. You will notice that Santa Rosa County has no elderly housing in the appropriate income bands with a remaining demand of 1,200 units. Meridian colors the "go" counties green which is those counties with less than 10% of need met. Our proposed 120 units would meet 10% of the remaining affordable elderly need in the county.

One of the requirements to attain funding is a local government contribution with a value of $20,000. This can be in the form of a grant, loan, deferral or waiver of fees (impact, utility connection, etc.) . If you anticipate a loan or deferral of fees we will have to use a Net Present Value calculation to result in a $20,000 value. For instance, a 10 year deferral of $50,000 in impact fees would result in the $20,000 value. We can assist you when you decide which vehicle to use for the contribution.

Our application is due to the state in mid October. Please consider this as our request for the required contribution. If you have any questions, please don't hesitate to contact me. Thank you for your help and I look forward to hearing back from you.
Steve

Stephen A. Frick
President
Vestcor Development Corporation
3030 Hartley Road, Suite 310
Jacksonville, FL 32257
T 904-288-7770 ; M 904-237-2591; F 904-260-9031
www.vestcor.com

Vestcor

Milton Senior Apartments

Vestcor

- Chairman, John D. Rood, privately held
  - Established 1983 in Jacksonville, Fl, 30 years experience
  - Developed or acquired 11,000 Multifamily units
  - Currently 5,200 units under management in Florida, Georgia, Texas, and North Carolina
- 4,300 affordable units
- 2 Senior Facilities
  - 280 units
  - Both 95%+ occupied

Vestcor Multifamily Portfolio

New Construction - Conventional			
Arbor Club	*	Ponte Vedra, FL	251
Bella Vista	*	St. Augustine, FL	328
Christopher Woods	*	Jacksonville, FL	225
Mandarin Lanai	*	Jacksonville, FL	120
Portofino	*	Jacksonville, FL	320
Timbers	*	Jacksonville, FL	160
Tivoli	*	Jacksonville, FL	400
TraVini I & II	*	Sarasota, FL	488
Villanova	*	Orlando, FL	312
Westland Park	*	Jacksonville, FL	405
			3,009
New Construction - Conventional Student Housing			
The Flats at Kerman		Jacksonville, FL	192
The Flats at Mallard Creek		Charlotte, NC	131
The Flats at Campus Pointe		Charlotte, NC	99
The Flats at Cairo Hill		Athens,GA	138
			560
New Construction – Low Income Housing Tax Credit			
Camri Green		Jacksonville, FL	184
Courtney Manor		Jacksonville, FL	360
Gregory Cove		Jacksonville, FL	288
Holly Cove		Orange Park, FL	202
Jordan Cove		League City, TX	248
Kendall Court		Jacksonville, FL	360
Kimberly Pointe		Houston, TX	228
Leigh Meadows		Jacksonville, FL	304
Lindsey Terrace		Jacksonville, FL	336
Logan Heights		Sanford, FL	360
Madelyn Landing		Palm Bay, FL	304
Matthew Ridge		Houston, TX	240
Noah's Landing		Naples, FL	264
Riley Chase	*	North Port, FL	312
Ryan Oaks		Jacksonville, FL	132
Thomas Chase		Jacksonville, FL	266
			4,390

New Construction - Senior Housing			
Madison Manor		Jacksonville, FL	160
Marcus Pointe		Jacksonville, FL	120
			280
Historic Rehab			
11 East		Jacksonville, FL	127
The Carling		Jacksonville, FL	100
			227
Acquisition /Rehab			
Art Museum	*	Jacksonville, FL	176
Auburn Glen	*	Jacksonville, FL	250
Azalea Ridge		Jacksonville, FL	102
Bay Pointe	*	Jacksonville, FL	300
Casa Grande	*	Jacksonville, FL	100
Chase Ridge	*	Jacksonville, FL	172
Heather Ridge	*	Jacksonville, FL	120
Jennifer Green	*	Jacksonville, FL	120
The Landing	*	Altamonte Springs, FL	282
Mayfair Village	*	Jacksonville, FL	83
Oakridge	*	Jacksonville, FL	56
Oaks at Timuquana	*	Jacksonville, FL	228
Northwood	*	Jacksonville, FL	160
Ravenwood	*	Jacksonville, FL	112
River Park	*	Jacksonville, FL	168
Semoran North	*	Winter Park, FL	348
			2,777
Total			11,243

* Sold

Affordable Senior Living

Affordable Senior Living

Affordable Senior Living

Buildings and Units

- Secured entry
- Elevators
- Storage space on each floor
- Washer/Dryer in each unit
- Microwaves
- Dishwashers
- Handicap accessible kitchens and bathrooms
- Emergency call system in each unit

Community Amenities

- Kitchen/Activities room
- Hair Salon
- Library
- Computer Center
- Wi-Fi
- Fitness center
- Card Rooms
- Game Room
- Outdoor Garden
- Car care area
- Picnic area
- Swimming pool with handicap access
- Dog walk and fountain

Affordable Senior Living

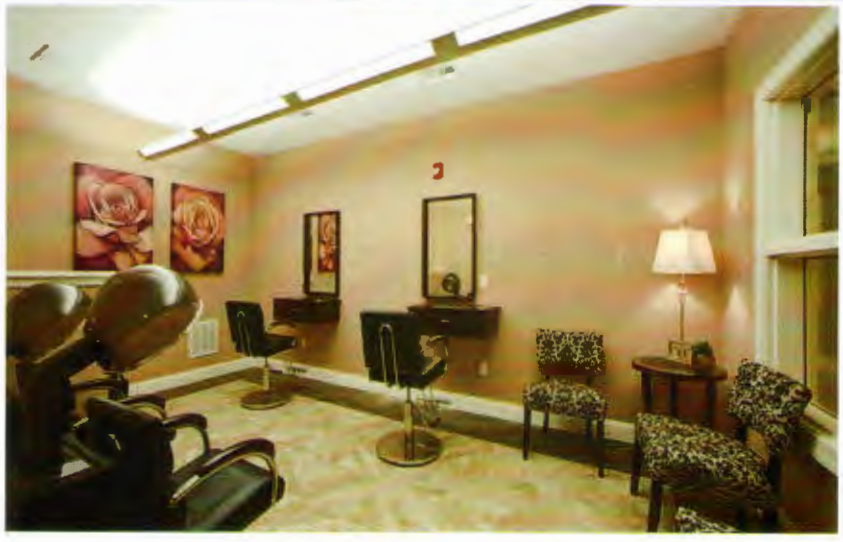
Affordable Senior Living

Affordable Senior Living

Affordable Senior Living

Affordable Senior Living

Affordable Senior Living



Affordable Senior Living

Affordable Senior Living

Affordable Senior Living

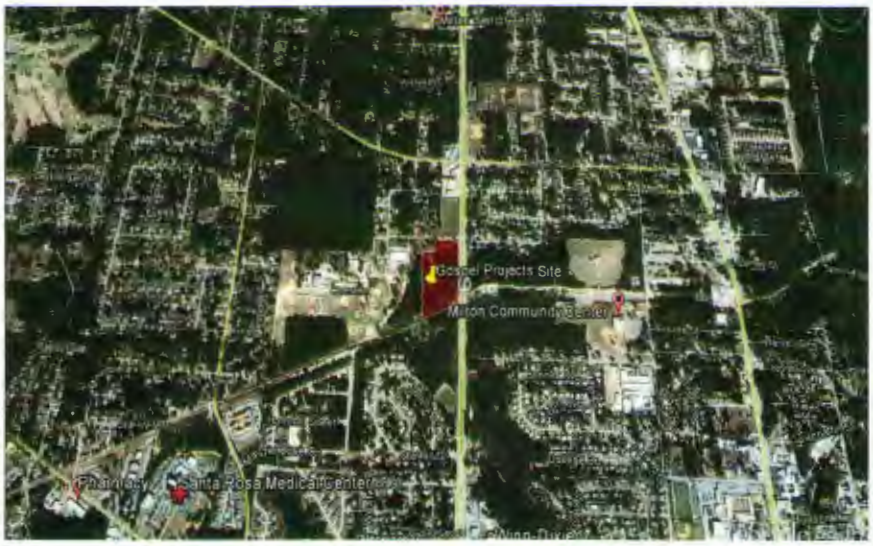
Affordable Senior Living

Affordable Senior Living

Affordable Senior Living

Subject Site

Subject Site



Wetland Delineation

Conceptual Site Plan

Site Information

- Gospel Projects, Inc. land owner
- 10.25 acres - Density 11.71 units/acre
- Stormwater retention on site
- City water and sewer
- Gulf Power electric

Construction

- One H-shaped, three story building with elevators
- Approximately 130,000 gsf
- Wood frame over concrete slab
- Fully sprinkled
- Stucco exterior

Construction

- All units fully handicap designed:
  - Door widths and lever handles
  - Toilet, cabinet, countertop, light switches heights
  - Baths and kitchens with adequate turn space
  - Grab bars in tubs and showers (15% roll in)
- Federal requirements and state building code requirements including;
  - Florida Accessibility Code
  - Fair Housing Act
  - Americans with Disabilities Act

Construction

- Green Building Features
  - Energy star appliances, windows and roof materials
  - Low flow water fixtures
  - 14 SEER minimum A/C
  - Green options including flooring, concrete, light sensors, cabinets, etc.
  - One of LEED, FGBC or NGBS certification required

Unit Mix Rental Rates

Bed-rooms	Baths	No. of Units	Unit Size (SF)	Median Inc %	Max. Gross HC Rents	Util. Allow.	Max Net HC Rents
1	1	6	650	40%	$433	$75	$358
1	1	54	650	60%	$649	$75	$574
2	2	6	900	40%	$520	$90	$430
2	2	54	900	60%	$780	$90	$690
Totals		120	93,000				

Tenant Profile

- 55 years of age or older required
- 90% rented to persons at 60% or less AMI ($57,700)
- 10% rented to persons at 40% or less AMI
- Expected 80% female, 65-68 years old

Financing

- Total Development Costs - $15,000,000
- Conventional Mortgage - $5,000,000
- Applying for Low Income Housing Tax Credits through Florida Housing Finance Corporation - $10,000,000
  - Application due October 17, 2013
  - Zoning, preliminary site plan approval, roads and utilities availability in place as of application deadline
  - Local Government Contribution of $20,000 committed by October 17.

Senior Market Need

- 22,623 Senior Households
- 2,986 Income qualified Senior HH
- 1,040 Income qualified Senior HH Renters
- No Current Units in County

Timeline

- FHFC Application October 17, 2013
- FHFC Board Approval of Funding December, 13, 2013
- Credit Underwriting Complete February 28, 2014
- Construction Start May 1, 2014
- Preleasing Start January 1, 2015
- Construction Complete April 30, 2015

AGENDA
PUBLIC WORKS COMMITTEE

September 23, 2013

Chairman: Commissioner Williamson Vice Chairman: Commissioner Melvin

1. Discussion of assignment of Gulf Power Company lighting services contract from Florida Department of Transportation for phase II of US 98 street lighting project.

2. Discussion of the open cutting and patching of Wind Meadow Drive in Working District 5 for the installation of a gravity sewer line.

GULF POWER COMPANY
ASSIGNMENT OF LIGHTING SERVICE CONTRACT
Rate Schedule OS (Part I/II)
Form 23

Contract No. 13-2415

This agreement made this 6th day of September, 20 13, by and between Florida Department of Transportation, the

check one

☒ Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf Power Form 5) dated 05/01/2013, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

☐ Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

☐ Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS) (Gulf Power Form 24) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

(said party hereinafter called "the Assigning Party"), and Santa Rosa County Board of County Commissioners, the assignee (said party hereinafter called "the Customer"), is for the purpose of transferring and assigning all future rights and obligations the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or "the Company") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this agreement by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the Contract. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the effective date of this agreement.

Assigning Party
Jason D. Peters, P.E.

Assignee/Customer

Legal Review

CONSENT TO ASSIGNMENT

Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from the Assigning Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve to discharge the Assigning Party or its sureties, from any liability previously accrued under the Contract.

GULF POWER COMPANY

By ___ Date _____
Authorized Company Representative

"FPID 432610-1-72-05"
Contract # "AQV00"

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 13-2415

Customer Name Florida Department of Transportation **Date** 04/24/2013

DBA _____ **Telephone No.** _____ **Tax I. D. (if applicable)** _____

Street Address (Subdivision, etc.) of Light(s) 0 Highway 98

Billing Address P O Box 607 Chipley FL 32428

Driving Directions Just East of the National Seashore in Gulf Breeze to Beachwood Dr

Location of Light(s) (see above)

Meter No. _____ **Account No.** _____ **JETS WO No.** 73A1AY

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of five (5) years for high pressure sodium street lighting, three (3) years if any high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting is installed, and two (2) years if any high pressure sodium vapor (residential) general area lighting is installed, unless additional facilities required by the Company require a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

Application Taken By Kenneth L. Folsom

Approved by Angela Strickland
Authorized Company Representative

Signature Angela Strickland

Date 4/25/13

CUSTOMER

Customer _____

Title Dir. of Trans. Dev.

Signature [signature]

Date 5/20/13

Legal Review [signature] 4/25/13

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

Form 5 (Continued)

Contract No. 13-2415

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
See form 20 and 21				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Base Monthly Charge**** $0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

"FPID 432610-1-72-05"
Contract # "AQV00"

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 13-2415

TOTAL INSTALLED COST OF FIXTURE(S) $ 164,264.85

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
23240 ATB2 280 S4	280	177	$8.96	$1,585.92
				$0.00
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$1,585.92

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By Kenneth L. Folsom

Approved By [signature]
Authorized Company Representative

CUSTOMER

Customer [signature]

Title Dir. of Trans. Dev.

Date 5/20/13

Legal Review Approved 4/24

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

"FPID 4326010-1-72-05"
Contract # "AQV00"

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 13-2415

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ 145,301.15

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
40/5	59	#4DPX	29,255'	brackets	177
45/3	14	#4TPX	1,160'	15-KVA SS Tx	3
				banding mat'l	
				grnd rods/guys	

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By Kenneth L. Folsom

Approved By [signature]
Authorized Company Representative

CUSTOMER

Customer [signature]

Title Dir. of Trans. Dev.

Date 5/20/13

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

Legal Review [signature] 4/21/2013

ADDENDUM TO FORMS 5, 20, & 21

This is an Addendum to the Contract for Street and General Area Lighting Service, Form 5, and related Forms 20 & 21 (collectively, the "Forms") between Gulf Power Company and State of Florida Department of Transportation (the "Department") (collectively, the "Parties"). This Addendum supplements the terms of the Forms with additional, project-specific information and shall be binding upon the Parties. The Addendum (including the attached Specifications) together with the Forms for segments 1 through 4 of Phase II shall constitute the entire Agreement between the Parties with respect to the subject matter contained therein.

1. The facilities to be installed pursuant to the Forms will be located in accordance with the Specifications attached to this Addendum. These facilities represent the second phase ("Phase II") of what is anticipated to be a three phase project (collectively, the "Project"). Phase II consists of installing 663 luminaires on both existing distribution poles where additional facilities (e.g., transformers, secondary conductors) are required to power the luminaires and on additional poles, as necessary, where no poles currently exist. Phase II will also include upgrading existing facilities to accommodate installation of the additional luminaires. Phase II will be subdivided into four segments. The Parties will execute separate Forms for each of the four segments. The Parties are in the process of analyzing information concerning Phase III and intend to execute a separate agreement for this phase once all necessary information has been acquired.

2. Barring events beyond the Parties' control, Phase II will commence no later than June 30, 2013 and will be completed no later than December 31, 2013.

3. The Department has established a goal of 1 foot-candle (fc) average illuminance at road surface on a typical pavement width of 48 feet for the Project area. Manufacturer photometric layouts indicate that the luminaires selected for this Project will provide an average illuminance of 1.0fc in a selected test section of the roadway. Additionally, the Department has evaluated the performance of the selected luminaires in a test installation and confirmed that the luminaires in the test installation meet its illuminance expectations. The Parties recognize that the foregoing values are projections based upon manufacturer specifications and field-based observations. Gulf Power Company does not guarantee that these values will be achieved in all instances.

4. The Department shall have authority to oversee Gulf Power's work to ensure that the work conforms with Form 5, this Addendum and the Specifications attached hereto. During the installation phase, maintenance of traffic is a major concern of the Department. No lane closures in excess of 5 minutes will be allowed during daylight hours. If lane closures less than 5 minutes are planned, they shall meet the requirements of Design Standard Index 625. Gulf Power shall notify the District Three Traffic Operations Engineer in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when Gulf Power Company stops, resumes, or completes the work. To the extent that the additional facilities and poles referred to in paragraph 1 of this Addendum are used solely for the purpose of providing street and general area lighting as disclosed by the attached Specifications, the Department shall be responsible for providing any and all permits required for the completion of

Phase II of the Project. Any other use of the additional facilities and poles by Gulf Power shall require application by Gulf Power for such permits as may be required by Section 337.401 of the Florida Statutes and the Department's Utility Accommodation Manual. The foregoing permitting requirement shall not apply to work types identified as being exempt from new permitting in the Department's Utility Accommodation Manual.

5. The Department shall reimburse Gulf Power for the costs of the Project ("Installation Costs"). Installation Costs associated with Phase II will not exceed $1,400,000. The Parties anticipate that the Department's aggregate Installation Cost for all three Phases (Phases I, II and III) will not exceed **TWO MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($2,500,000.00)**. However, the foregoing figure is based on budgetary estimates which could change as the Parties gather additional information concerning phases II and III of the Project. Absent separate written approval from the Department, Gulf Power shall not be entitled to reimbursement for any Installation Costs associated with Phase II of the Project in excess of $1,400,000. Project costs will be paid by the Department within 30 days of receiving an invoice by Gulf Power. Cost of materials will be invoiced to the Department upon delivery of the materials to Gulf Power by its suppliers. The balance of the installation costs will be invoiced monthly based upon percentage of project completion. Gulf Power will supply information to the Department in order for payments to be made by EFT.

6. The luminaires being installed pursuant to this Agreement will serve Santa Rosa County, Florida (the "County"). Immediately following the successful installation of all luminaires associated with each segment of Phase II, the Department will assign its rights and obligations under the Forms (including the obligation to pay maintenance and energy costs) to the County utilizing the Form 23 Assignment document contained in Gulf Power's Retail Tariff. The Parties have confirmed with the County that the County is amenable to accepting this assignment. Notwithstanding the foregoing, to the extent that any Installation Costs are still owing to Gulf Power at the time of the assignment, the Department shall remain liable for such costs.

GULF POWER COMPANY

By: [signature]

Title: Vice President

Date: 4-26-13

ATTEST: [signature]

TERRY A. DAVIS,

ASST. SECRETARY

FLORIDA DEPT. OF TRANSPORTATION

By: [signature]

Title: Dir. of Trans. Dev.

Date: 5/20/13

Legal Review
[signature]
4/29/2011

SECOND ADDENDUM TO FORMS 5, 20, & 21

This is the Second Addendum to the Contract for Street and General Area Lighting Service, Form 5, and related Forms 20 & 21 (collectively, the "Forms") between Gulf Power Company and State of Florida Department of Transportation (the "Department") (collectively, the "Parties"). This Second Addendum shall be binding upon the Parties and supplements the terms of the Forms, as modified by the Addendum, by identifying funds to be utilized for contingency purposes in order to address unforeseen conditions that result in the installation of additional highway lighting components at locations beyond those already identified in the Forms. This Second Addendum, combined with the first Addendum, as well as Forms for Segments 1 through 4 of Phase II shall constitute the entire Agreement between the Parties with respect to the subject matter contained therein.

1. Additional highway lighting components at locations in addition to those already identified in the Forms may be necessary to address unforeseen conditions throughout the project limits. These unforeseen conditions may result from circumstances that could not have been reasonably anticipated at the time of the original highway lighting system design. The additional components that may be required consist of supplementary light fixtures, support poles, transformers, secondary conductors, removal of existing fixtures, and other items that are specifically itemized in paragraph 6 of this Second Addendum.

2. Any additional requirements for the additional highway lighting components identified in this Second Addendum shall be in response to the necessity to install light fixtures at supplementary locations beyond those identified in the Forms previously executed in order to meet design criteria previously established. The parties agree that this Second Addendum does not provide for any additional compensation for work or materials at those locations that have been identified in the Forms previously executed because the compensation for those locations has already been established.

3. Any components installed pursuant to this Second Addendum shall be compensated at a rate specified in paragraph 6 of this Second Addendum. In no event shall the total amount of compensation for additional components installed pursuant to this Second Addendum exceed the amount of $50,000. The additional components pursuant to this Second Addendum shall be eligible for installation at any location within the project limits of Phase II of the project.

4. The work to be accomplished under this Second Addendum to the Contract shall commence immediately upon execution of this addendum and run concurrently with the work taking place under Phase II of the project.

5. All other terms and stipulations of the Contract, except as modified by this Second Addendum shall remain the same, including the limit of the overall aggregate Installation Cost for all phases of $2,500,000.00.

6. The Department shall reimburse Gulf Power for the costs authorized under this Second Addendum this according to the following schedule of values:

Item	Unit	Cost
Luminaire assembly, including bracket	Each	$1087.00
40/5 Support pole, less luminaire assembly	Each	$469.00
45/3 Support pole, less luminaire assembly	Each	$590.00
Transformer assembly	Each	$1,591.00
Primary & Neutral conductors (per foot)	LF	$4.47
#1/0 Triplex Secondary conductors (per foot)	LF	$1.95
#4 Triplex Secondary conductors (per foot)	LF	$1.33
#4 Duplex Secondary conductors (per foot)	LF	$1.14
Banding material & labor to attach luminaire to transmission pole (per pole attachment)	Each	$485.00

GULF POWER COMPANY

By: P. Bernard Ford

Title: Vice President

Date: 7-12-13

ATTEST: Terry A. Davis

TERRY A. DAVIS

ASST. SECRETARY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Jim R. Peters

Title: Dir. of Trans. Dev.

Date: 7/26/13

Legal review:

THIRD ADDENDUM TO FORMS 5, 20, & 21

This is the Third Addendum to the Contract for Street and General Area Lighting Service, Form 5, and related Forms 20 & 21 (collectively, the "Forms") between Gulf Power Company and State of Florida Department of Transportation (the "Department") (collectively, the "Parties") which was executed by the Department on May 20, 2013 and amended pursuant to a First Addendum which was also executed by the Department on May 20, 2013 and a Second Addendum which was executed by the Department on July 26, 2013. This Third Addendum shall be binding upon the Parties and supplements the terms of the Forms, as modified by the First and Second Addenda. This Third Addendum, combined with the First and Second Addenda, as well as Forms for Segments 1 through 4 of Phase II shall constitute the entire Agreement between the Parties with respect to the subject matter contained therein.

1. As noted in paragraph 1 of the First Addendum, Phase II of the Project "consists of installing 663 luminaires on both existing distribution poles where additional facilities (e.g., transformers, secondary conductors) are required to power the luminaires and on additional poles, as necessary, where no poles currently exist. Phase II will also include upgrading existing facilities to accommodate installation of the additional luminaires." (emphasis added).

2. While the Parties expressly agreed that Phase II would include some "upgrading" of existing facilities and that Gulf Power would be compensated for the costs associated with the same, Forms 20 and 21 do not make reference to the specific costs for upgrading existing facilities, although such costs were incorporated in the "not to exceed" Installation Cost of $1,400,000.00 established in the First Addendum.

3. The Parties hereby amend the Phase II Agreement to state with greater particularity the components of the scope of the work previously agreed to by the Parties as the scope relates to the work associated with upgrading existing facilities to accommodate installation of luminaires. Such upgrades will consist of the work shown on the attached Schedule "A" which is incorporated in this Third Addendum and which shows that the total cost for Phase II upgrades is not projected to exceed $131,713.

4. All other terms and stipulations of the Phase II Agreement, except as modified by this Third Addendum, shall remain the same including the overall aggregate Installation Cost for Phase II of the Project of $1,400,000 and the overall aggregate Installation Cost for all phases of the Project of $2,500,000.

STATE OF FLORIDA

GULF POWER COMPANY

By: _____

Title: P. Bernard Jacob
Vice President

Date: 9-3-13

ATTEST: _____

TERRY A. DAVIS
ASST. SECRETARY

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Dir. of Trans. Dev.

Date: 9/6/13

Legal Review: _____

Third Addendum
FPID 4326010-1-72-05
Contract #AQV00

SCHEDULE A

FDOT Highway 98 Lighting Phase II

Segment #	1	2	3	4
DSO #	73A1AY	73A1C1	73A1BA	73A1BJ
Number of Fixtures	177	212	137	137
Fixture Billing	$164,264.85	$196,746.60	$127,142.85	$127,142.85
Dedicated Facilities Billing	$145,301.15	$128,710.40	$74,955.15	$94,679.15
Upgraded Facilities Billing	$39,874.00	$51,459.00	$28,948.00	$11,432.00
Sub-Total Estimated Billing	$349,440.00	$376,916.00	$231,046.00	$233,254.00

Total # of Fixtures	**663**
Total Estimated Billing	**$1,190,656.00**

Third Addendum
FPID 4326010-1-72-05
Contract #AQV00

SCHEDULE A

Upgraded Facilities - DSO # 73A1AY

Location #	Description	Cost
Maps 1-6	Tree Trimming & Removal	$31,005.00
1.19	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
4.19	AT&T replace existing 40/5 pole with 45/3 pole & Gulf Power Distribution attachments	$1,303.00
5.9	AT&T replace existing 35/5 pole with 45/3 pole & Gulf Power Distribution attachments	$1,306.00
5.21a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
5.23a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
5.24a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
6.21a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
6.21b	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
6.22a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
		$39,874.00

Third Addendum
FPID 4326010-1-72-05
Contract #AQV00

SCHEDULE A

Upgraded Facilities - DSO # 73A1C1

Location #	Description	Cost
Maps 7-12	Tree Trimming & Removal	$31,039.00
7.14	New Gulf Power 45/3 pole & Distribution attachments	$878.00
7.15a	New Gulf Power 45/3 pole & Distribution attachments	$878.00
7.16a	New Gulf Power 45/3 pole & Distribution attachments	$878.00
7.20a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
7.22a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
7.23a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
7.24a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
7.26a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
8.15	AT&T replace existing 35/5 pole with 40/5 pole & Gulf Power Distribution attachments	$616.00
8.16a	AT&T replace existing 35/5 pole with 40/5 pole & Gulf Power Distribution attachments	$616.00
8.23	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
11.14a	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
11.15a	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
12.11a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.30a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.31a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.32a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.33a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.34a	New AT&T 50/3 pole & Gulf Power Distribution attachments	$1,404.00
12.35a	New AT&T 45/3 pole & Gulf Power Distribution attachments	$878.00
		$51,459.00

Third Addendum
FPID 4326010-1-72-05
Contract #AQV00

SCHEDULE A

Upgraded Facilities - DSO # 73A1BA

Location #	Description	Cost
Maps 13-16	Tree Trimming & Removal	$7,760.00
13.30	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
13.32	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
14.22	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
14.24	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
14.39	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
Map 14	West of Loc. 14.1, Pole Tag# P-174949 - Relocate transformer facilities on existing pole to accommodate new secondary conductors	$44.00
15.19	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.20	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.25	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.27	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.28	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.29	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.31	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.33	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.35	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
15.37	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
		$28,948.00

Third Addendum
FPID 4326010-1-72-05
Contract #AQV00

SCHEDULE A

Upgraded Facilities - DSO # 73A1BJ

Location #	Description	Cost
Maps 16-21	Tree Trimming & Removal	$7,760.00
19.20	New AT&T 45/2 pole & Gulf Power Distribution attachments	$1,688.00
20.35	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
21.13	New AT&T 45/2 pole & Gulf Power Distribution attachments	$992.00
		$11,432.00

2

Louann Callahan

From: Stephen Furman
Sent: Wednesday, September 18, 2013 11:08 AM
To: Avis Whitfield
Cc: Louann Callahan; 'brkrnck@aol.com'
Subject: Agenda Item Wind Meadow Drive
Attachments: Untitled

Avis, we have reviewed the request from Mr. Nick Nasse for the open cutting and patching of Wind Meadow Drive in Working District 5 for the installation of a gravity sewer line. The sewer line serve three (3) proposed duplex apartments; will be taken over by the City of Gulf Breeze once completed. Based on our review of the site, we offer no objections to this request provided that Mr. Nasse conduct the operation in accordance with County standards, and that Wind Meadow Drive be overlaid in the vicinity of the patch a total distance of 35 feet beginning at the intersection of Pine Street. These provisions were deemed acceptable by Mr. Nasse.

The attached email is Mr. Nasse's formal request to be used as our backup information.

Stephen

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

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

Louann Callahan

From: brkrnck@aol.com
Sent: Wednesday, September 18, 2013 10:57 AM
To: Stephen Furman

Mr. Furman, please place the request for the upcoming agenda meeting with the board of county commissioners for the cut and patch at wind meadow dr. for the purpose of a gravity sewer line for the 3 duplex project of mine at the north end of pine st.. sincerely Nick Nasse

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Melvin
Vice Chairman: Commissioner Lynchard

September 23, 2013

Bid Actions:

Budget:

1) **Budget Amendment 2013 – 155** in the amount of **$ 133,853** to fund a portion of the construction of the Industrial Park rail spur from Economic Development Reserves as approved at the September 12, 2013 BOCC Regular Meeting.

County Expenditure/Check Register:

2) Discussion of County Expenditures / Check Register

98-091
Form 84001 Rev 8/10/92

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

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

DATE: September 18, 2013
ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 106:	**9106 - 5990015**	**Economic Development**	**($133,853)**
	9106 - 59100001	**To General Fund**	**$133,853**
Fund 001:	**001 – 3810001**	**From Electric Franchise Fee Fund**	**$133,853**
	0771 – 563001	**Improvements Other Than Buildings**	**$133,853**

State reason for this request:

Funds a portion of the construction of Industrial Park rail spur ($133,853) from Economic Development reserves and the remainder ($714,500) to be funded by the Florida Economic Development Trust Fund Grant as approved at the September 12, 2013 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-155**

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

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: September 23, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this ***26th*** *day Of September,* ***2013.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

No support documentation for this agenda item.