

December 9, 2013

**ECONOMIC DEVELOPMENT COMMITTEE**

NO ITEMS

December 9, 2013

**ADMINISTRATIVE COMMITTEE**

1. Discussion of granting easement across county property to provide access to 4942 Matthew Road.
2. Discussion of Agreement for Operation and Management of the Navarre Beach Fishing Pier with TC's Coastal Front Porch effective January 1, 2014.
3. Discussion of six (6) proposals received for proposed judicial facility.
4. Discussion of use of Tiger Point Community Center for once a month Dependency Court Proceedings.
5. Update on citrus canker and potential eradication alternatives.
6. Discussion of Agreement with Santa Rosa County Fair Association, Inc. for operation and management of the June Ates Arena.
7. Discussion of request from City of Milton for use of 120 acre parcel proximate to NAS Whiting Field for effluent disposal.
8. Discussion of City of Milton establishing boating restriction area on Blackwater River from CSX trestle northward to Quinn Bayou during special events.
9. Discussion of Agreement with Florida Division of Emergency Management for Phase I of the Settlers Colony HMGP drainage project.
10. Discussion of Agreement with Navarre Youth Sports Association, Inc. for management of the Navarre Youth Sports Complex and the Navarre Soccer Complex.
11. Discussion of employment contract with Brad Baker for the Emergency Management Director position.
12. Discussion of Change Order No. 7 to contract with Aero Training and Equipment, Inc. for Bagdad Sewer Extension CDBG project reducing amount of contract by \$1,400 and adding time as recommended by project engineer.

13. Discussion of Modification Number 5 to Agreement with Florida Department of Economic Opportunity for the Bagdad Sewer CDBG project.
14. Discussion of reappointment of Louis Greene, Ginny Ward, Kyle Holley, and James Leon White to the Citizens Advisory Task Force (CATF).
15. Discussion of Gulf Power Company Underground Distribution Easement in Navarre Beach Marine Park.
16. Discussion of contract with Baron Consulting for grants administration of the FY2013-2014 Florida Defense Reinvestment Grant at cost not to exceed \$3,500.
17. Discussion of contract with Greystone Consulting, LLC for military affairs consultant services for Florida Defense Reinvestment Grant at cost not to exceed \$33,500.
18. Update on contract with West Florida Recycling, Inc. for recycling program.
19. Discussion of Legislative Priority List for 2014 legislative session.
20. Discussion of scheduling public hearing on amendment to Ordinance 2002-27 regarding door-to-door solicitation permitting as recommend by Clerk of Courts office.
21. Discussion of Healthy Kids Day One Mile Race along High School Lane and Pawnee Drive in Navarre Saturday, February 22, 2014 beginning at 9:30 a.m.
22. Discussion of 1<sup>st</sup> Annual Roll for Mobility 5K Run on March 29, 2014 beginning at 8:00 a.m. from Navarre Beach Marine Park along Gulf Boulevard.
23. Discussion of rescheduling January 20, 2014 Committee of the Whole meeting to January 21, 2014 in observance of Martin Luther King holiday.
24. Discussion of 2013-2014 Committee appointments.
25. Hearing items scheduled for 9:30 a.m. Thursday, December 12, 2013:

Annual Resolution authorizing uniform collection of Non-Ad Valorem assessments for projects which may include road paving, water, sewer, fire protection, etc. or any other purpose authorized by law.

Proposed Ordinance implementating of an additional one cent of the accommodation tax as a dedicated source of revenue for beach restoration.

## Hunter Walker

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**From:** Angie Jones  
**Sent:** Wednesday, December 04, 2013 3:15 PM  
**To:** Hunter Walker  
**Cc:** Avis Whitfield; 'Bobby Rogers'  
**Subject:** easement request from Bobby Rogers

Hunter: Bobby Rogers owns a parcel of property off Matthew Road to which he has no access. He has secured an easement from a family member which takes him from his land to a small county-owned parcel, and he would now like an easement across the county parcel. The easement would allow him access to Mathew Road. If he is able to gain access, he plans to construct a home. I have checked with Avis's department and believe that the county has no plans for this property and that such an easement would not adversely impact the county's interests.

AJJ

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

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

## Hunter Walker

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**From:** Angie Jones  
**Sent:** Monday, December 02, 2013 3:47 PM  
**To:** 'Bobby Rogers'  
**Cc:** Hunter Walker  
**Subject:** RE: County Commissioners meeting

Bobby: Your matter will be discussed at the Board of County Commissioners at its Committee Meeting on December 9 at 9:00. I expect that the Board will take action (vote yes or no to granting the easement) at its Regular Meeting on December 12. I'd suggest that you be present on the 9<sup>th</sup> (if possible).

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

**From:** Bobby Rogers [mailto:bobbyr111@gmail.com]  
**Sent:** Monday, December 02, 2013 3:23 PM  
**To:** Angie Jones  
**Subject:** County Commissioners meeting

Hello Angie,

I am following up with you concerning my property at 4942 Matthew Road. Can you send me the information for the county commissioners meeting I need to attend. Anything else I need to do? Is everything set for us to be on their meeting agenda this month?

Thanks,  
Bobby Rogers

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Subject Property  
(Bobby Rogers)

Property owned by  
Bernice Rogers

Access Easement  
(from Bernice Rogers)

Requested Easement  
across County Property

County Owned  
Parcel

MATTHEW RD



Disclaimer:  
The GIS maps and data distributed by the Santa Clara County SOCC departments are derived from a variety of public and private sector sources considered to be appropriate, but the accuracy, completeness, and currency thereof are not guaranteed. The Santa Clara County Commission neither warrants, represents or implies, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data provided to or generated from the County Geographic Database. Additionally, the Santa Clara Commission is not responsible for any errors or omissions or any consequences arising from the use of this data, and assumes no responsibility to maintain it in any manner or form. For further map information, call 408-940-1840 or email [gis@scclerk.com](mailto:gis@scclerk.com), 5300 univpark way #440, SAN JOSE, CA 95128-1400



**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**AGREEMENT FOR OPERATION AND MANAGEMENT  
OF NAVARRE BEACH GULF PIER AND CONCESSION**

THIS AGREEMENT FOR OPERATION AND MANAGEMENT OF NAVARRE BEACH GULF PIER AND CONCESSION, hereinafter called the "contract", is effective as of \_\_\_\_\_ ("Effective Date"), between SANTA ROSA COUNTY, whose address is 6495 Caroline Street, Milton, Florida 32570, (hereinafter the "County") and TC'S COASTAL PIER, LLC, a Florida limited liability company, whose address is \_\_\_\_\_, (hereinafter the "Contractor").

**SECTION I - PREMISES**

County hereby contracts with Contractor for management of the Navarre Beach Gulf Pier and other amenities on the following property located on Santa Rosa Island, Santa Rosa County, Florida, to-wit the "Premises".

See attached Exhibit "A"

**SECTION II - TERM OF CONTRACT**

This contract shall extend for a period of three (3) years beginning with the Effective Date. This contract may be extended upon the agreement of both parties for up to two (2) additional one (1) year terms. All terms, provisions and conditions of any renewed contract, other than the term of years shall be subject to negotiation and change.

**SECTION III - USE OF PROPERTY**

A. The above described property is made available to Contractor through this contract solely for Contractor to provide management of the Navarre Beach Gulf Pier and Premises, as follows:

1. Management of the Navarre Beach Gulf Pier. Contractor shall ensure that the Navarre Beach Gulf Pier (hereinafter "the Pier") is available for walking, fishing and similar recreation. Therefore, Contractor agrees:
  - a. To provide onsite management and maintenance of the Navarre Beach Gulf Pier and to insure that all services are provided in a professional and courteous manner;
  - b. To insure that all possible measures are taken to safeguard the health and well being of patrons of the pier and concession;
  - c. To insure adherence to all applicable regulatory requirements.
2. Operation of Pier Store/Concessions. The area depicted in Exhibit "B" shall be operated as a pier store and concession area in which Contractor shall engage in the

sale of food, snacks, bait, beverages, souvenirs and gifts, sundries, T-shirts, and appropriate fishing equipment. In so providing, Contractor agrees:

- a. To provide a quality bait, tackle, and rental fishing equipment concession available to the public during all pier operating hours;
  - b. To provide and maintain a quality food concession; and
  - c. To provide and maintain clean, quality public restrooms.
  - d. In addition to the above, Contractor may, but shall not be obligated to, provide rental of kayaks, surfboards, paddleboards, snorkel equipment, bicycles and similar items. With each such rental, patrons shall receive proper safety equipment and information regarding areas of the beach on which any of them items is not permitted.
3. Operation of Pier Restaurant. Contractor is desirous of operating a restaurant on the premises. Contractor shall establish a restaurant in the area depicted as Exhibit "C," provided that in no way shall public access to the pier, pier store, or restrooms be inhibited by the restaurant. In so establishing the restaurant, the parties agree:
- a. Contractor shall obtain approval from County in advance of the plans and specifications of the restaurant;
  - b. Restaurant shall serve lunch and dinner, seven-days per week. Serving breakfast shall be optional.
  - c. Contractor's restaurant hours may not be more expansive than the hours established by the County for the pier, though the restaurant is not required to be open for the entirety of the hours of pier operation (provided 3.b., above is complied with).
  - d. The restaurant shall be closed when the pier is closed, unless otherwise approved by the County.
4. For all portions of the Premises, Contractor shall:
- a. Provide a high level of supervision, safety and maintenance of the pier which will ensure that the pier can be enjoyed equally and safely by all members of the public;
  - b. Provide for quality family-oriented use of the pier as a multi-recreational facility.
  - c. Contractor will pay all utility costs associated with all parts of the premises.
  - d. Contractor will provide daily trash collection around and from the premises, including regular removal of refuse from the adjacent parking lot. Contractor shall pay for and maintain a dumpster in the adjacent parking lot for the disposal of refuse.
  - e. Contractor will be responsible for the cleanliness and safety on the premises and shall not permit refuse to accumulate on any portion thereof. Contractor shall maintain the premise in a neat and attractive manner.
  - f. Contractor will be responsible for the patrons to adhere to all pier rules established by Santa Rosa County.

- g. Contractor will be responsible for hosing the pier daily or as needed and shall provide all paper products, trash bags and cleaning supplies necessary for the performance of the duties outlined herein.

B. The Contractor further agrees to comply with the State of Florida Sovereignty Submerged Land Lease (No. 570001181) covering the Premises (attached hereto as Exhibit "D") and any amendments thereto.

#### **SECTION IV - CONTRACT FEES**

A. Pier admission fees. Contractor hereby agrees to collect pier admission fees and to pay to the County all sale receipts for entry to the Navarre Beach Gulf Pier. Admission fees, including the price and availability of annual, weekly or other special passes, shall be as set by County. Contractor shall not waive, reduce or deviate from the County's set fee schedule. A copy of the fee schedule is attached hereby as Exhibit "E," which schedule may be amended by the County from time to time. These fees are not deemed rental but are revenue of the County collected for County by Contractor.

Contractor shall remit the previous month's admission fees to County on or before the fifteenth (15<sup>th</sup>) of each month. If not received by the County, at the address designated herein, by the sixteenth (16<sup>th</sup>) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit fees by the thirtieth (30<sup>th</sup>) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for admissions fees. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County. Contractor's system shall permit County remote access to review pier admissions in "real time."

B. Percentage of revenue: In addition to pier admissions, Contractor hereby agrees to remit to County three and one-tenth percent (3.1%) of gross revenues received by the pier store and the pier restaurant.

Contractor shall remit the previous month's revenue percentage to County on or before the fifteenth (15<sup>th</sup>) of each month. If not received by the County, at the address designated herein, by the sixteenth (16<sup>th</sup>) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit revenue percentage by the thirtieth (30<sup>th</sup>) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for sales/revenue. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs

related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County.

## **SECTION V - INSURANCE AND INDEMNITY**

All personal property which may be on the Premises during the term of this contract shall be there at the sole risk of Contractor, or those claiming under Contractor, and County shall not be liable to Contractor, or any other persons for property in or upon the Premises. Furthermore, County shall not be liable to Contractor or to Contractor's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of the facilities. Contractor accepts the Premises as wholly suitable for the purpose for which it is contracted and agrees to hold County harmless from any claims based on the condition or suitability of the Premises.

Additionally, Contractor hereby agrees to defend, indemnify and save harmless County from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the Premises, or on any adjoining public property utilized by Contractor for any special event or activity approved by the County, unless the claim is for injuries or damages caused by the negligence of the County.

Contractor shall purchase and maintain commercial general liability insurance endorsed to provide contractual liability with limits in the amount of not less than \$1,000,000 combined single limits. Santa Rosa County, its agents, and employees shall be listed as an additional insured under the commercial general liability. Contractor shall also maintain separate liquor liability insurance with minimum coverage of \$1,000,000, naming Santa Rosa County as additional insured.

Contractor shall purchase and maintain statutory worker's compensation coverage, including employer's liability, unless not required by law because contractor employs no employees. All such coverages shall be written with insurance companies admitted to do business in Florida. Any policies written with non-admitted insurance companies shall be subject to specific approval by the County. Insurance certificates shall be provided to the County, and these certificates shall contain a thirty (30) day cancellation clause.

## **SECTION VI - COMPLIANCE WITH LAWS**

Contractor agrees to comply with all laws, ordinances, rules and regulations now in effect or, subject to Contractor's contractual rights set forth in this contract, hereafter enacted by any governmental body having jurisdiction over the Premises, and Contractor shall not make or allow to be made any unlawful, improper or offensive use of the Premises and shall keep the Premises in a clean, attractive and safe condition. Contractor further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

## **SECTION VII - MAINTENANCE OF REQUIRED LICENSES**

Contractor shall obtain all licenses required by all governmental authorities having jurisdiction over the Premises for the type of business operated by Contractor and shall maintain all required licenses during the term of this contract.

## **SECTION VIII - TAXES AND ASSESSMENTS**

Contractor shall pay and discharge all future taxes, sales taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the Premises. In addition, upon notice from County, Contractor agrees to assume County's defense and indemnify County for any claim related to all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged or imposed upon the Premises, which relate to Contractor's tenure as pier manager.

## **SECTION IX - COUNTY'S ACCESS**

The County and its designated agents, shall at all reasonable times have access to the Premises for the purpose of inspecting and determining whether Contractor has complied with its obligations pursuant to this contract.

## **SECTION X - PROHIBITED USES**

Contractor covenants and agrees not to use or occupy the Premises for any purpose other than herein specified, or permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the County.

## **SECTION XI - OPERATION AND CONDUCT OF BUSINESS**

Contractor covenants and agrees as follows:

- A. To comply with all laws and regulations relating to the operation of any business, and to any property used in connection therewith, on the Premises and to operate said business in a first class manner consistent with the public purpose to be served by the County and in the best interest of the public.
- B. Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct of any kind on the Premises.
- C. The County shall have the right to audit all records, documents, and books pertaining to pier admission fees at any time. Such audit will be conducted at locations and at a frequency determined by the County and/or the County and communicated to the Contractor. The Contractor agrees to provide any requested materials for the audit at the designated place within five (5) days after the County notice is received. Books of original entry and source documents shall be retained for a period of not less than three (3) years.

- D. The Contractor agrees to cooperate with the County in conducting surveys, providing reports of visitor contacts and responding to County inquiries about public usage of the concession or facility services.
- E. The Contractor agrees the premises shall be open and adequately staffed seven (7) days per week. Contractor may request changes to the hours, including holiday closures and hours, of the County. The County shall establish the hours during which the premises shall be open, which hours may be amended from time to time at the sole discretion of County. The operational hours in effect upon the effective date of this agreement are attached hereto as Exhibit "F." If Contractor develops a restaurant on the premises, it may establish the operational hours of the restaurant, provided those hours are not earlier in the day nor later in the evening than those hours established by County.
- F. Within forty-five (45) days of the execution of this agreement, Contractor shall submit to County an annual Business and Operations Plan, subject to the approval of County, which shall not be unreasonably withheld. Contractor shall upon each anniversary of this agreement submit for approval its Business and Operations Plan for the following year. County approval shall not be unreasonably withheld.
- G. Periodic cold weather or rain shall not be considered as sufficient cause to cease business operations at the Navarre Beach Gulf Pier; however Contractor reserves the right to request closure during conditions unsuitable for its use including extended periods of inclement weather and/or dangerous and unsafe conditions. The County's approval of closure in such cases shall not be unreasonably withheld. In addition, the County, through the actions of its County Administrator, reserves the right to close all or any portion of the premises in the event of tropical storm, hurricane or other condition in which the County Administrator, in his sole discretion, deems that closure is in the best interest of the public.
- G. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations referred to by this contract; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of the Premises.
- H. Contractor shall be permitted to store certain items beneath the pier in an enclosure acceptable to County.
- I. The premises include a sand area (Exhibit "G") on which Contractor may (but shall not be required to) establish no more than two volleyball courts. The area may also be used for activities typically associated with a public beach, such as picnicking, sunbathing, etc. but shall be put to no other uses. Should Contractor desire to light the area, it shall do so in a manner which is in compliance with local and state laws and which is acceptable to County.
- J. County reserves the right to regulate lighting on all portions of the leasehold premises, including requiring removal of lights which may be detrimental to sea- or wildlife or requiring that certain lights remain on for safety.

- K. Contractor acknowledges that the premises exist for the use of the general public and not for private events. As such, no portion of the pier shall be closed for a private event. The restaurant may not be open for private parties or otherwise for hours in excess of those established by County.
- L. Contractor shall make every effort to insure that no fisherperson uses “chum” to attract any shark or other sea life.
- M. Contractor shall not permit amplified sound on the premises between the hours of 10:00 p.m. and 8:00 a.m. Contractor shall take whatever steps are required by County, in County’s sole discretion, to insure that noise from the premises does not impact surrounding properties, including but not limited to the elimination of amplified sound or elimination of music.
- N. The use of the premises by private entities or individuals for commercial activities, i.e. exercise or dance classes, etc., shall be prohibited, except for private events in the restaurant as previously outlined herein.
- O. Contractor shall be permitted to use the name “Navarre Pier”/”Navarre Beach Pier” and variations thereof in advertising and social media. However, County reserves the right to approve all content. At the expiration of this contract, all social media accounts, websites and advertising shall be transferred to County.
- P. Registered sex offenders and registered sexual predators are not permitted on the premises. Contractor shall conduct pre-employment background screenings on its employees to ensure that they are not registered sex offenders or registered sexual predators.
- Q. Contractor shall annually provide college scholarships of at least \$1500 to deserving Santa Rosa County students and shall furnish proof of same to County.

**SECTION XII - ENFORCEMENT OF CONTRACT; FORFEITURE;  
BREACH; REMEDIES; NONWAIVER; ATTORNEY'S FEE**

A. County may enforce the performance of this contract in any manner provided by law. The following actions or failures on the part of the Contractor shall constitute a breach under the terms of this contract ("Event of Breach"):

- 1. If Contractor shall desert or vacate the Premises;
- 2. If breach shall be made by the Contractor in the payment of fees as specified in this contract;
- 3. If breach shall be made by Contractor in the performance of any of the terms or conditions of this contract that Contractor is to perform;
- 4. If Contractor shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Contractor's business;

5. If Contractor shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

B. Upon the occurrence of an Event of Breach and if Contractor shall not have completely removed or cured the breach within thirty (30) days from the date of County's written notice to Contractor of breach and of County's intention to declare the contract rescinded, this contract shall come to an end as if the date established by notice of rescission were the date originally fixed herein for the expiration of the term of this contract without any further notice from County to Contractor. Additional time to cure any breaches in the contract may be granted by the County for good cause, and such approval will not be unreasonably withheld. County or County's agent or attorney shall thereafter have the right, without further notice or demand to reenter and remove all persons and Contractor's property from the Premises without being deemed guilty of any trespassing.

C. In the event any report or payment in full required under this contract is not submitted on or before the date specified, the Contractor will owe the County \$100 in late reporting fees. In the event full payment of all fees due shall not be made to the County within fifteen (15) days after the date on which such payment becomes due, there shall be a late charge payment of ten percent (10%) of the amount due.

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

E. If the County retains attorneys, auditors or others to assist it in the collection of any sums due hereunder, which are not paid on the due date, or to enforce any of the provisions of this contract or to seek its termination, Contractor shall pay reasonable enforcement, collection, attorney's fees, auditor costs, or other costs incurred, whether or not suit is necessary. If a legal action is filed to collect any sums falling due hereunder, to enforce any provisions hereof or to terminate this contract, Contractor shall pay all reasonable costs, expenses and charges incurred in said proceedings, including costs incurred for any appeals.

F. It is expressly agreed and understood that this Section is a material part of this contract and that the County entered into this contract and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this Section.

### **SECTION XIII - INDEPENDENT CONTRACTOR**

It is acknowledged that at all times the Contractor is performing as an independent Contractor and not as an employee, representative or agent of the County and that neither the Contractor nor its employees are entitled to accrue any benefits of County employment, including retirement benefits and any other rights or privileges connected with employment in the Santa Rosa County Civil Service.

It is understood and agreed that no part, parcel, building, structure, equipment or space is leased to the Contractor, that it is a contractor and not a lessee; and that the Contractor's right to operate the pier and concession shall continue only so long as the pier and concession operations comply with and are in accordance with the terms and conditions of this contract.

#### **SECTION XIV - END OF TERM**

Upon the expiration or sooner termination of this contract, Contractor shall be allowed a period of fifteen (15) days in which to remove all personal property, and Contractor shall leave all improvements in as good a state and condition as reasonable use and wear will permit.

#### **SECTION XV - PARAGRAPH HEADINGS**

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

#### **SECTION XVI - ENTIRE CONTRACT**

Except as provided below, this instrument constitutes the entire contract between County and Contractor on the subject of this contract, and, except as provided for herein, all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this contract are canceled and superseded by the provisions of this contract.

#### **SECTION XVII - WAIVER**

Failure on the part of County to complain of any action or nonaction on the part of Contractor, no matter how long it may continue shall never be deemed to be a waiver by the County of any of its rights under this contract. Further, the County and the Contractor covenant and agree that should the County at any time waive any provisions of this contract as to any action by Contractor requiring County's consent or approval, the County shall not be deemed to have waived or render unnecessary County's consent or approval as to any subsequent similar act by Contractor.

#### **SECTION XVIII - NONASSIGNABILITY**

No whole or partial assignment or subcontracting of this contract, or of any duty or obligation of performance arising hereunder, shall be made by Contractor without the prior written consent of the County.

#### **SECTION XIX- MODIFICATIONS IN WRITING**

No modifications or amendments to this contract will be permitted without prior approval from the County and its legal counsel. Any and all modifications or amendments must be in writing and executed by both parties.

**IN WITNESS WHEREOF** the undersigned have signed their names and set their seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**ATTEST:**

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

By: \_\_\_\_\_  
Jim Melvin, Chairman

## RFP - SANTA ROSA COUNTY JUDICIAL SITE

SITE OWNER	ACREAGE OFFERED	PRICE PER ACRE	ACREAGE AVAILABLE TOTAL COST
1 Pond Creek 50 LLC	10	\$36,000.00	\$360,000.00
2 BTF of Florida LLC (a)	10 +/-	\$85,000.00	\$850,000.00
3 Coldwell Banker Commercial for Charter Bank (b)	10	Varies from \$16,750 to \$134,000	Varies from \$167,500 to \$1,340,000
4 JDL of Santa Rosa, LLC (c)	10	\$70,000.00	\$700,000.00
5 RCG Investments, LLC (d)	10.009	\$98,911.00	\$990,000.00
6 Neal & Company (e)	10 +/-	\$120,000.00	\$1,200,000.00

SITE OWNER	ADDITIONAL ACREAGE OFFERED	ADDITIONAL COST PER ACRE
1 Pond Creek 50 LLC	40	\$36,000.00
2 BTF of Florida LLC (a)	N/A	N/A
3 Coldwell Banker Commercial for Charter Bank (b)	40	Varies from \$16,750 to \$134,000
4 JDL of Santa Rosa, LLC (c)	9.09	3ac @ \$70,000 / 6.09ac @ \$20,000
5 RCG Investments, LLC (d)	N/A	N/A
6 Neal & Company (e)	N/A	N/A

**Footnotes:**

- (a) Parcel proposed is a 9.874 acres parcel surrounding a 0.87 acre retention pond parcel owned by SRC per SRC GIS Maps
- (b) See RFP backup as pricing structure varies depending on the location of the 10 acres chosen.
- (c) The entire parcel available = 18.463 acres per SRC GIS Maps
- (d) Parcel proposed is two parcels totalling 9.6761851 acres per SRC GIS Maps
- (e) Parcel proposed is a 11.64 acre parcel per SRC GIS Maps

6

**FIRST JUDICIAL CIRCUIT OF FLORIDA**  
**Robin M. Wright, Trial Court Administrator**  
**Brooke Jones, Court Operations Manager**

6865 Caroline Street, Box H  
Milton, Florida 32570



(850) 623-3159 / FAX: (850) 983-0602  
email: Brooke.Jones@flcourts1.gov

**MEMORANDUM**

35

**TO:** Hunter Walker, Santa Rosa County Administrator  
**FROM:** Brooke Jones, Court Operations Manager  
**DATE:** December 5, 2013  
**RE:** Tiger Point Community Center – Beach Court 2014

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Please consider this a formal request for Santa Rosa County to provide access to the multi-purpose room at the new Tiger Point Community Center as the location for the Santa Rosa County Beach Court. Beach Court is an opportunity for families located in the southern part of the county to attend dependency court proceedings wherein these families are already taxed with the burden of locating transportation and the cost of travel to the Santa Rosa County Courthouse in Milton. At this time we anticipate Beach Court being held one day per month, frequency subject to change, and at the earliest scheduling proceedings for March 2014. We are requesting use of the room (scheduled through Ms. Simmons), wireless capability and the tables and chairs housed at the facility.

I appreciate your continued support of this project and thank the Board for their consideration of this request. Should you need any additional information, please do not hesitate to contact me.

cc: Honorable John L. Miller, Administrative Judge  
Honorable Marci Goodman, Circuit Judge  
Robin M. Wright, Trial Court Administrator

**Hunter Walker**

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**From:** Hunter Walker  
**Sent:** Tuesday, December 03, 2013 3:51 PM  
**To:** Angie Jones; Commissioner Cole; Commissioner Jim Melvin; Commissioner Salter; Jim Williamson; Lane Lynchard  
**Cc:** Avis Whitfield; Roger Blaylock; Tony Gomillion; Angie Jones; 'Don Richards'; Joy Tsubooka  
**Subject:** FW: Citrus Canker Information for Santa Rosa County Commission  
**Attachments:** Citrus Canker Information for Santa Rosa County Commission.pdf

Board,  
Find following information on citrus canker developed by Coop Extension Office. From what I understand the Florida Department of Ag and Coop Extension believe this disease is currently isolated to trees on individual residential lots in the Santa Rosa Shores subdivision. They have solicited input from residents via newspaper articles and are following up on individual responses. As you can see from the attached information the careful removal and disposal of the infected trees is key to stopping the spread of the disease, which apparently spreads quickly and easily and therefore infects more citrus trees. They are requesting County crew to assist with removal and disposal of these trees. I have asked them to better formulate a plan for this activity which will provide some timeframe and parameters for this effort. Given that we only have the one meeting in December it seems prudent to at least brief the BCC at Monday Committee meeting on disease and determine if there is effective assistance the County can provide the homeowners reasonably. Give me any thoughts. Hunter

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**From:** Mary Derrick  
**Sent:** Tuesday, December 03, 2013 2:49 PM  
**To:** Hunter Walker  
**Cc:** 'Anderson, Mikaela'; Mike Donahoe; Blake Thaxton  
**Subject:** Citrus Canker Information for Santa Rosa County Commission

Dear Mr. Walker,

Attached is the information for you and the County Commission regarding the citrus canker. Please contact me if you have any questions or concerns.

Thank you.

Mary Derrick  
Residential Horticulture Agent/Master Gardener Coordinator  
UF/IFAS Extension Santa Rosa County  
6263 Dogwood Drive  
Milton, Florida 32570-3500  
[maryd@santarosa.fl.gov](mailto:maryd@santarosa.fl.gov)  
850-623-3868 office/850-623-6151 fax

## Citrus Canker Information for Santa Rosa County Administrator and Commission

### General Information

Citrus canker is a serious disease of citrus trees that was recently confirmed in southern Santa Rosa County in the Santa Rosa Shores subdivision. Canker is caused by the bacterial pathogen *Xanthomonas citri* subsp. *citri*. Citrus canker has been a major pest of citrus in south and central Florida. It is economically damaging to the commercial industry and is also problematic to homeowners because it causes premature fruit drop, discolored fruit, and eventually causing the tree to become unproductive.

Canker was first introduced in 1912 into Florida and was declared eradicated in 1933. The disease was found again in the Tampa area on citrus in 1986. It was declared eradicated in 1994, but once again was found in 1995 in Miami. This time, the disease was not successfully eradicated in part because hurricanes made the disease too widespread to control. Despite its prevalence in south and central Florida, this disease has not been known in the panhandle until now. The University of Florida and the Florida Department of Agriculture and Consumer Services' Division of Plant Industry will be assessing the extent of the disease in Santa Rosa County in the coming months.

How might you know if your citrus is infected by canker? The best indicator of canker is the presence of lesions, diseased spots, on both the upper and lower surfaces of the leaves or fruit. The lesions will be raised and have a rough surface and surrounded by yellow halos. Similar lesions may be present on the stems as well. If you suspect that your citrus trees may have citrus canker, it is important to first contact the **Division of Plant Industry's Helpline Center at 1-888-397-1517** before taking any action. DPI and IFAS will be able to assist you with diagnosis and management of the disease so that the danger of accidental spread can be minimized.

The disease is highly contagious to citrus only and spreads rapidly through wind, rain and via people on their hands, clothes and tools. **Do not transport any plant material that shows symptoms of canker.** The longer the disease is uncontrolled, the more opportunity and chance it has to spread. If action is not taken before spring, and the local citrus begins new growth, the pathogen could spread extremely quickly to surrounding areas, other counties and across the panhandle.

A short article on the disease has just been published in the Gulf Breeze Sentinel and on the online Extension websites. The Santa Rosa County Master Gardeners have been educated on the disease and the protocol to be followed if a citizen suspects the disease on their citrus. A press release with comprehensive information will soon be distributed to all news outlets.

For more information on citrus canker visit <http://edis.ifas.ufl.edu/pp116> .

### Proposed Action Plan for county support of tree removal

The homeowner association is in the process of notifying all homeowners of the presence of citrus canker in their neighborhood and advising them to inspect any citrus they may have for symptoms of the disease. Homeowners will report suspected disease to the Division of Plant Industry and an

inspector will visit the suspected trees and diagnose the trees. Homeowners who volunteer to have their infected trees removed would sign a waiver created by county attorney prior to any action.

The removal would need to be conducted on a dry day, as moisture increases the likelihood of disease spread. Trees would be cut and collected into a covered conveyance. After the tree is removed, all remaining leaf, stem and fruit debris should be collected into trash bags and doubled bagged. If a stump remains, it would need to be treated with triclopyr/roundup to prevent immediate resprouting.

All collected material would be moved in the covered truck to the approved site for disposal. At the disposal site, the material would be piled and immediately burned. It is important that the material be immediately burned because if it is allowed to sit, desiccated plant material could be blown and inoculum spread.

Strict sanitation practices are to be followed; workers decontaminate all clothing, shoes, and anything that comes into contact with infected material by spraying with canker guard or other acceptable disinfecting solution. Workers and equipment sanitized between each site to prevent spread. The covered truck would be sanitized after infected material had been removed for disposal. A spray tank with quaternary ammonium or a kitchen/bathroom peroxide disinfectant would be sufficient to spray and disinfect the tray. Division of Plant Industry personnel will instruct on all proper sanitation procedures to be followed. Extension staff can support as needed.

Estimated personnel needs would be about four people and include one driver, one chain saw operator, one debris removal worker, and one person to apply the stump killer and spray the decontaminant.

Estimated equipment and supply need:

- Covered conveyance (truck)
- Chain saw
- Rakes
- Garbage bags for small debris
- Hand-held pump sprayer
- Round-Up herbicide for stump killer
- Pesticide applicator suits
- Chemical resistant gloves
- Decontaminant, ie: Cankerguard
- Spray tank for truck decontamination

STATE OF FLORIDA

COUNTY OF SANTA ROSA

**MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the Santa Rosa County Fair Association, Inc., a Florida corporation, (hereinafter referred to as "SRCFA"), Post Office Box 884, Milton, Florida 32572, a not-for-profit corporation chartered under the laws of the State of Florida.

**WITNESSETH:**

**WHEREAS**, the SRCFA is a not-for-profit corporation desirous of managing the June Ates Arena, which is owned by County (hereinafter "Arena"); and

**WHEREAS**, the SRCFA has made application to the Board of County Commissioners of Santa Rosa County, Florida, to manage and administer the Arena for the purpose of providing a location for members of the SRCFA as well as other citizens and groups in Santa Rosa County, Florida, to engage in equine-related activities and other events appropriate for Arena, including but not limited to concerts, public meetings, rodeos and the like; and

**WHEREAS**, County is satisfied that such management would be in County's best interest; and

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

County does hereby grant and assign unto the SRCFA and the SRCFA does hereby hire and take from County the right and duty to manage the Arena and surrounding area as depicted in Exhibit "A," attached hereto.

1. The term of this Agreement shall be for a period of one (1) year following the date of execution hereof. This Agreement shall automatically renew for successive one-year terms. In the event that either party desires that the Agreement not be renewed, it shall notice the other of said non-renewal at least thirty (30) days prior to the end of the then-current term.

2. The County Administrator shall designate the appropriate staff to represent the County in carrying out the objectives set forth in the Agreement. The SRCFA, shall designate its Board of Directors and / or specifically designate SRCFA Committees to carry out the objectives set forth in this Agreement.

3. Prior to the execution of this Agreement, the SRCFA agrees to provide the County a copy of its incorporating documents and a list of its Board of Directors. The SRCFA further agrees to furnish the County with annual reports and financial records on activities conducted at the Arena.

4. The SRCFA agrees that no physical change to the property or major maintenance will be undertaken without consultation with and the approval of County. Any improvements shall be completed at the sole cost

of the SRCFA and shall become the property of County upon the termination of this Agreement.

5. The SRCFA shall comply with all applicable state and federal laws and regulations. The SRCFA shall not discriminate against any person because of race, color, sex, religion, handicap, age or national origin.

6. The SRCFA agrees it will at all times hereafter indemnify and save the County harmless from all claims, suits, causes of action, judgments or damages, (including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom), caused by or arising out of, or resulting from, the use of the above described property. This indemnity also specifically includes court costs and attorney's fees. Prior to the execution of this Agreement, the SRCFA will furnish and will at all times maintain in effect a comprehensive general liability insurance policy in the amount of at least \$1,000,000 per occurrence, providing coverage for any and all losses or claims, by any person, firm or organization, of every nature arising through the authorized or legitimate uses of the above property, such use being pursuant to this Agreement, that said insurance policy shall insure to the benefit of the County, and that the County shall be listed as a co-insured thereon and shall be entitled to receive notice of changes in the policy as named insured. The Agreement shall be binding on and inure to the benefit of, the heirs, successors, executors, administrators and assigns of the respective parties hereto.

7. The SRCFA shall have priority in scheduling all events at the Arena. SRCFA's responsibilities shall include renting the facility to groups

and individuals who desire to use the facility. Such rental shall be done at rates approved by County, and rental payments shall be paid directly to SRCFA. SRCFA shall not waive or reduce the approved rental rates for any person or entity, except that SRCFA may use the facility for its own events without payment of the rental fee and may offer reduced rental rates (but shall not be obligated to), in its sole discretion to Blackwater Saddle Club. SRCFA shall be responsible for ensuring that the facility is opened and closed before and after such rentals and that it is cleaned and prepared for each rental event. SRCFA shall require users of the facility to purchase and maintain insurance with limits acceptable to County and naming County as additional insured thereon. The SRCFA may require users to prepare the arena, clean up afterward, and pay a proportionate share of operating expenses, including insurance cost. The SRCFA may at its sole discretion deny the use of the facilities to activities that it deems not in the best interests of SRCFA, the facility, or the County.

When the arena is not in use for SRCFA events, it may be used recreationally by the general public for activities that are not destructive to the arena.

8. The SRCFA may operate concession activities in the arena, selling soft drinks, foodstuffs, and similar convenience items. The SRCFA may continue, during the period of this Agreement, and any extensions thereof, to carry on such concessions activities at the Arena under the following conditions.

A. The SRCFA shall provide workers to operate the concession stand as service is reasonably necessary for the SRCFA events at the Arena and at such other time as the SRCFA shall deem advisable.

B. All concession operations will be carried out in accordance with applicable health regulations.

C. All items sold in the concession shall be of first-class quality. The SRCFA agrees to charge only a reasonable market price for items sold in the concession. Prices consistent with prices charged for concessions in other County Parks or similar public or private facilities shall be deemed reasonable.

D. The SRCFA shall promptly pay all debts incurred by it for the purchase of goods and services used in the operation of the concession.

Income derived from concession activities shall remain the sole and exclusive property of the SRCFA except as noted in condition D, ~~and shall be used by the SRCFA in furtherance of its activities at the arena and in providing additional improvements for the Arena and the SRCFA's programs.~~

The parties acknowledge that County owns a mobile concessions trailer which is also used by East Milton Youth Sports Association (EMYSA), the entity which manages a park adjacent to Arena. SRCFA will work with EMYSA on the shared usage of said trailer.

9. The services performed by the SRCFA; or its employees under this Agreement shall not be construed to constitute an employer-employee relationship with the County. The SRCFA and its employees, if any, shall

be deemed independent contractors of the County, with the liability of the County being limited solely to compensation the SRCFA as provided for herein for services performed pursuant to this Agreement. The County shall not be required to make any contributions on behalf of the SRCFA, or any of its employees, to any retirement plan or insurance plan or to make any withholdings for federal income tax and F.I.C.A.

10. The operation of the arena will be the responsibility of the SRCFA. The SRCFA shall provide and empty dumpsters during any events at the facility that SRCFA has scheduled. The county shall provide for major and minor maintenance repairs for the facility. County shall pay the costs associated with the maintenance of the Arena and shall pay utility costs associated therewith. However, SRCFA shall remit to County on a monthly basis the revenue received by it for the rental of Arena up to the amount expended by the County for the previous month (said remittance to be made from that month's rentals and SRCFA's reserve account, as defined below). For example: If County expends \$200 on maintenance during the month and \$1,500 on utilities, the County's monthly expenditure is \$1,700 and SRCFA shall remit \$1,700 to County from the rents collected by SRCFA. If SRCFA has collected more than \$1,700 during the month, the excess shall be deposited to SRCFA's designated reserve account (as defined below). If SRCFA has collected less than \$1,700 during the month, the remaining amount due shall be paid from SRCFA's reserve account to the extent funds exist. All payments shall be paid by the fifteenth of the month for expense incurred during the prior month. A report of all events

held at the Arena during the month, whether paid or sponsored by SRCFA, shall accompany the remittance.

~~during the month until such time as the reserve fund can be established. All expenses shall be paid from operating revenue or reserve funds if any such exist, prior to the county paying utility cost for the arena.~~

11. The SRCFA shall maintain a separate accounting for the Arena facility and shall provide a report to the County upon request or at least annually. The "profits", defined as revenue received in excess of the costs of operating the facility, shall be retained in an account maintained by the SRCFA designated as a "reserve" for the following priorities:

- 1) Cash reserve for the operations of the facility
- 2) Capital improvements to the facility
- 3) Event promotions for the facility

Once the reserve fund balance exceeds fifty thousand dollars (\$50,000.00) and no long range capital improvement plans are recommended from SRCFA and approved by the County that require the accumulation of funds over time, excess revenue shall be used by SRCFA to improve its programs.

In addition to the capital improvements to the facilities, there will be from time to time, events that will be in the best interest of the facility and the county to promote and provide funding for these events, the SRCFA shall have the discretion to use the reserve fund to provide the facility and promotion of the events as it determines. These events could be community type events or large scale events that would be beneficial

to the tourism industry of the county. Any such use would be included in the annual report to the county.

The parties acknowledge that County owns a tractor which is also used by East Milton Youth Sports Association (EMYSA) and the Black Water Saddle Club, entities which manage areas in the park adjacent to Arena. SRCFA will work with EMYSA and Black Water Saddle Club on the shared usage of said tractor. SRCFA shall ensure that no person who has not demonstrated to County his/her ability to operate the tractor may do so.

12. Either party may terminate this Agreement at any time by giving written notice to the other specifying the date of termination, such notice to be given no less than one-hundred and twenty (120) days prior to the termination date specified. Any notice mailed or delivered by the County to SRCFA shall be to SANTA ROSA COUNTY FAIR ASSOCIATION, INC., Post Office Box 884, Milton, Florida 32572.

13. All equipment, or other personal property placed or maintained on the premises by the SRCFA shall be at its sole risk and shall remain its property and may be removed therefrom at any time prior to, and within ninety (90) days after the termination of this Agreement.

The SRCFA shall surrender the premises in good repair and condition, reasonable wear and tear resulting from use excepted. In the event removal of equipment or the personal property from the premises results in damage thereto, the SRCFA shall pay the full cost of any repairs necessitated thereby.

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

15. Failure of the SRCFA to maintain said premises in a neat, attractive and presentable manner shall be grounds for termination of this Agreement.

16. Without the previous written consent of the County, neither the SRCFA nor the SRCFA's legal representative or successors in interest by operation of law or otherwise, shall be permitted to assign this Agreement or any estate or interest therein, sublet or permit the occupancy of the demised premises or any part thereof by anyone other than the SRCFA. Any consent by the County to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. In any event, no such assignment, subletting or occupancy shall relieve the SRCFA of its obligations hereunder.

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

18. The SRCFA shall comply in all respects with all applicable governmental, federal, state, or local laws. County further reserves the right to enact reasonable ordinances, rules or regulations which may be applicable to the premises or to the SRCFA's activities thereon.

19. SRCFA is a volunteer organization; therefore, it shall conduct background checks of all its volunteers in accordance with the County's Parks Department guidelines. Persons whose background checks are deemed to be unacceptable shall be prohibited from the area covered by this Agreement.

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

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

ATTEST:

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

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

**SANTA ROSA COUNTY FAIR  
ASSOCIATION, INC**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President





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6  
Bee  
Adm  
Angie  
Roger

# City of Milton

Office of the Mayor

November 4, 2013

**The Honorable Robert Cole**  
**Chairman, Santa Rosa County Board of Commissioners**  
**6495 Caroline Street, Suite M**  
**Milton, FL 32570**

Dear Chairman Cole: Bob

The City of Milton has recognized the need for additional wastewater treatment capacity in central Santa Rosa County and has been working to design a new wastewater treatment plant in the East Milton area. Without this new plant the city will be unable to provide any additional wastewater treatment support for new residential, commercial or industrial development. We have completed the design of the treatment plant and have been working to find a suitable site for effluent disposal.

We had been working with NAS Whiting field to use their golf course for the effluent disposal site. However, after review the Navy opted not to approve the use of any portion of Whiting Field. After reviewing several other sites, we requested permission to conduct testing on 120 acres of county owned property north of Whiting Field. With your permission, we conducted hydrographic testing on the site and found that it would be a suitable site for the disposal of up to 5 million gallons of effluent per day through a series of rapid infiltration basins.

The city would like to request the county allow us to use this property as an effluent disposal site for the proposed new WWTP. We would ask you to direct the county attorney to work with the city attorney to develop an interlocal agreement, which will be agreeable to both the city and the county, which will allow us to move ahead with this critical infrastructure requirement. The city staff point of contact for additional questions will be Brian Watkins our City Manager. He can be reached at 850-983-5411. We thank you for your cooperation in helping us keep Santa Rosa County moving forward.

Sincerely,

**Guy Thompson**  
**Mayor**

GT:pkh





# 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: Marine Advisory Committee

FROM: Hunter Walker, County Administrator

DATE: November 25, 2013

SUBJECT: City of Milton Boating Restriction Proposal

Find attached information from City of Milton regarding establishing intermittent boating restrictions on the Blackwater River from CSX Railroad trestle northward to Quinn Bayou during special events.

The City of Milton representatives will attend the December 3, 2013 Marine Advisory Committee meeting to review this item for County review and concurrence.

sw  
Adm  
MP  
Angie

## Statement of Purpose

The boating regulations in this application have been proposed to reduce the risk of injury that might occur from collision due to boating activity near boat ramps, bridges, and landing facilities. The regulations aim to slow boats down enough so that they operate off plane and fully settled in the water, making little or no wake. The fifteen (15) proposed signs have been broken down into five main sections below for a more specific justification.

1. Quinn Bayou – Because of its winding shape and narrow width, Quinn Bayou could potentially present a very dangerous waterway navigation situation to the public. In some areas the bayou is less than 75' in width. Six signs are proposed to be added to the existing Idle Speed No Wake Zone footprint to help remind boaters of the speed limitation.
  
2. Riverwalk – The Riverwalk is located in downtown Milton on the west bank of the Blackwater River and serves as both a local tourist attraction and a temporary mooring facility which is open to the public. The city feels that during times of high congestion this area becomes dangerous because of its perpendicular relationship to the HWY 90 Bridge and the river's narrow width (330'). Therefore, the city is proposing a boating safety zone which will extend from each end of the Riverwalk to avoid collisions between launching/landing boats and those boats passing under the bridge.  
Normally, this area would be regulated using an ISNW under 327.46(1)(b), F.S. However, the city feels that a higher level of safety could be obtained through a SSMW zone. This alternate method is provided for under (68D-21.004(3)(d), FAC). Justification for this option is found below:
  - a) Boats operated at SSMW would be traveling between an estimated 5 -7 mph. This speed grants boat operators more maneuverability around and under the HWY 90 Bridge. Similarly, it will also allow them to take evasive action in the event of an oncoming vessels and/or other marine objects.
  - b) This speed will still keep vessels off-plane to improve visibility throughout the BSZ. Visibility is important for navigation among other boats and the many man-made objects which are located on the river.
  - c) During weekends and other river related events, this area experiences medium to high levels of boating traffic. Permitting boats to travel at a slightly higher speed will reduce the amount of traffic congestion that is created as boats launch and land along the Riverwalk.
  
3. Russell Harber Landing Boat Launch – Built in 2001, Russell Harber Landing provides a public boat launch on Blackwater River. Since its creation the boat launch has become a popular place to launch because of its close proximity to Carpenters Park (to the north) and the city's downtown area (to the south). The boat launch is also located near the intersection of Quinn Bayou and Blackwater River. To ensure that boats which are in the process of launching or landing are not threatened with collision, the city would like to propose a 500' ISNW boating safety zone around the boat launch. This 500' boat launch around a public landing is in compliance with Section 327.46(1) (b), F.S. However, after consulting with the FWC, the city feels that having an ISNW zone posted shortly after a SSMW zone could be confusing to boat operators. Therefore, the city will propose that the Russell Harber Landing Boat Launch be regulated as a SSMW zone. This option is provided for under (68D-21.004(3)(d), FAC).

# COM Boating Restricted Areas

Quinn Bayou

Russell Harbor Landing Boat Launch

River Walk

CSX Trestle Bridge

- Main Roads
- COM BSZ
- City Boundary



## Hunter Walker

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**From:** Sheila Harris  
**Sent:** Monday, December 02, 2013 2:40 PM  
**To:** Hunter Walker  
**Cc:** Commissioner Lynchard; Angie Jones; Merry Beth Andrews; Roger Blaylock; Michael Schmidt  
**Subject:** Agenda Item - Settlers Colony HMGP Grant Agreement  
**Attachments:** AwardLetterSettlersColony4068-08-R.pdf; 4068-08-R, Santa Rosa County Settlers Colony Drainage Improvements, Phase I.pdf; ScopeArea.pdf

Hunter,

Attached is the award letter and grant agreement for the Settlers Colony HMGP drainage project (Phase I). Please add to next week's agenda.

This agreement covers Phase I Engineering services including surveying, geotechnical services, engineering design & analysis, environmental/permitting, development of construction plans, construction estimates and bid documents associated with drainage improvements to the Settlers Colony subdivision as outlined below.

The amount of federal funding listed in the agreement is \$20,110 and the local match requirement is \$59,890 for a total estimated project cost of \$80,000. It is our understanding that the state will send us a grant agreement modification in the near future that will increase the federal share to 75%, pending final approval of our request to drawn down additional Tier funds. At a minimum, we will have approximately \$200,000 in federal funds to apply towards Phase I and Phase II.

Proposals for Engineering Services associated with this project will be received on January 7, in order to meet grant deadlines.

### Settlers Colony Improvements Summary

Santa Rosa County envisions that the implementation of the proposed drainage improvements will minimize or eliminate future structural damage while protecting the residents from harms way during and following future flood events. Specifically, the proposed drainage improvements consist of the concrete lining of an open FDOT ditch, the removal and replacement of a 30-inch pipe system with 48-inch culverts, and the installation of additional pipe systems (i.e., inlets and pipes) along Settlers Colony Boulevard designed to effectively convey excess waters into a man-made canal with a direct hydraulic connection to the Santa Rosa Sound. This project will be phased to allow an Engineering study, permitting and bidding for Phase One and construction and construction management services under Phase Two. (See attached location map).

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

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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.

**Sheila Harris**

**From:** Smith, Chad [Chad.Smith@em.myflorida.com]  
**Sent:** Wednesday, November 20, 2013 8:56 AM  
**To:** Sheila Harris  
**Subject:** FW: 4068-08-R, Santa Rosa County, Settlers Colony Drainage Improvements, Phase I  
**Attachments:** 4068-08-R, Santa Rosa County Settlers Colony Drainage Improvements, Phase I.pdf; FDEM FFATA Intructions and Worksheet 9-9-2013.pdf

**From:** Ross, Maleather  
**Sent:** Tuesday, November 19, 2013 6:49 PM  
**To:** sheilaw@santarosa.fl.us  
**Cc:** Smith, Chad; Jackson, Shaurita; Marshall, Kathleen  
**Subject:** 4068-08-R, Santa Rosa County, Settlers Colony Drainage Improvements, Phase I

The proposed contract has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.

Dear Ms. Harris:

The Division of Emergency Management (DEM) is pleased to inform you that the Federal Emergency Management Agency has approved the obligation of Hazard Mitigation Grant Program (HMGP) funds for the project number(s) listed above. Please note that this is an eligible cost-reimbursement contract, and as such, the recipient must make other funding arrangements to complete this project. However, the recipient may submit periodic requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between Santa Rosa County and DEM. Please print four (4) copies of the contract (please do not copy as a two-sided document). The official representative, as listed below, will need to sign the signature page (Page 14), complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (Page 35) and complete the Federal Funding Accountability and Transparency Act (FFATA) Instructions and Worksheet form (Page 36). The FFATA form has been provided electronically for your use. The four (4) signed original contracts should then be sent to the Tallahassee address listed below for full execution no later than ninety (90) days after receipt of this e-mail for final execution. One original fully executed contract will be returned to Madison County for its files.

***Official Representatives:***

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

Additional assistance is available regarding your approved HMGP project on the Florida Division of Emergency Management Website: <http://www.floridadisaster.org/mitigation/hazard/index.htm>. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, requests for Working Capital Advance payment, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

If you have questions regarding this contract or who is authorized to sign it, please call Chad Smith, Project Manager at (850) 487-3219.

Regards,

**Maleather Y. Ross**

Maleather Y. Ross, Grant Specialist V  
 Office: (850) 921-2319

11/20/2013

Fax: (850) 922-1259  
Hazard Mitigation Grant Program  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Attn: Ms. Kathleen Marshall  
Community Program Manager  
<http://www.floridadisaster.org>

Contract Number: 14HM-6B-01-67-01- \_ \_ \_ \_

Project Number: 4068-08-R

## FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Santa Rosa County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

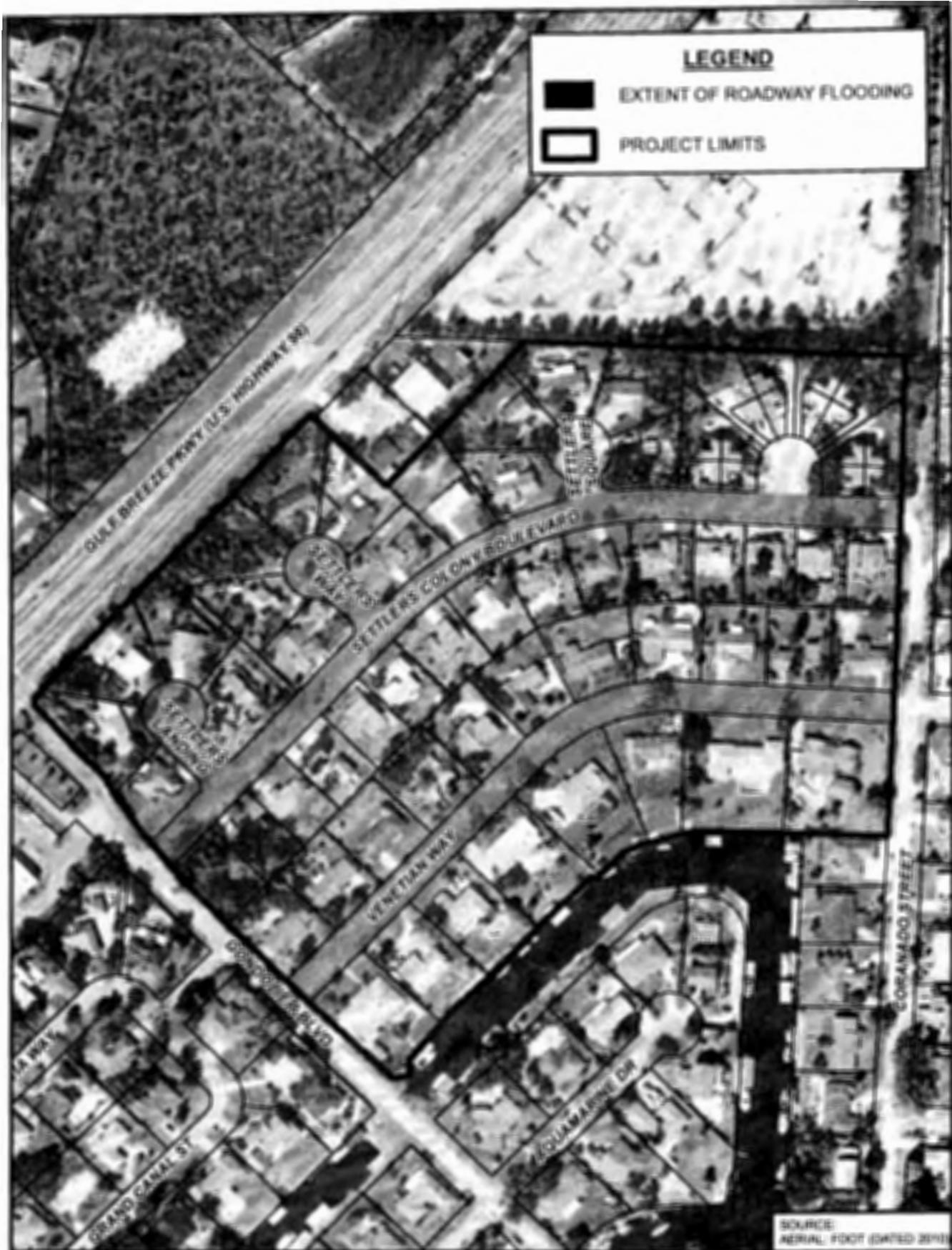
This Agreement shall begin upon execution by both parties, and shall end November 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost



SOURCE:  
AERIAL FOOT (DATED 2011)



**Pegasus**  
ENGINEERS

301 WEST STATE ROAD 434, SUITE 310  
WINTER SPRINGS, FL 32789  
TEL: 407-898-0180 • FAX: 407-398-0188  
WEB: WWW.PEGASUSENGINEERS.NET

**EXTENT OF ROADWAY FLOODING**  
HMGP APPLICATION  
SETTLERS COLONY  
DRAINAGE IMPROVEMENTS  
SANTA ROSA COUNTY, FLORIDA

JOB NO.:  
SRO-2010

DATE:  
02/20/13

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the NAVARRE YOUTH SPORTS ASSOCIATION, INC., 8840 High School Road, Navarre, Florida 32566, a not-for-profit corporation chartered under the laws of the State of Florida, (hereinafter referred to as "NYSA").

**WITNESSETH:**

**WHEREAS**, the NYSA is a not-for-profit corporation organized to provide social and character development and sports programming for citizens of Santa Rosa County; and

**WHEREAS**, the County and NYSA desire to develop athletic and recreational activities at County owned park areas (hereinafter referred to as "Parks<sup>1</sup>"), for the use and benefit of the public; and

**WHEREAS**, the NYSA has made application to the Board of County Commissioners of Santa Rosa County, Florida, to manage and administer the Parks for the purpose of providing a location for members of the NYSA, as well as other citizens and groups in Santa Rosa County, Florida, to engage in athletic/recreational programs; and

**WHEREAS**, the Board of County Commissioners is satisfied that such management and administration by NYSA would be in Santa Rosa County's best interest; and

---

<sup>1</sup> As of the date of the execution of this Agreement, the "Parks" include the Navarre Sports Complex; Navarre Soccer Complex and the Holley Ball Field.

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

1. NYSA Management. County does hereby grant and assign unto the NYSA and the NYSA does hereby receive and take from County the right to manage and administer the following described real property located in Santa Rosa County, Florida, including structures located thereon, which are more specifically described in **Exhibit "A"** attached hereto.

2. Term. The term of this Agreement shall be for a period of five (5) years following the date of execution hereof. This Agreement shall automatically renew for successive one-year terms unless either party shall give notice of its intent not to review at least ninety days in advance of the end of the then-term.

3. NYSA Representatives. The County Administrator shall designate the appropriate staff to represent the County in carrying out the objectives set forth in this Agreement. The NYSA, a properly registered not-for-profit corporation in the State of Florida, designates its Board of Directors and/or specifically designates NYSA Committees to carry out the objectives set forth in this Agreement.

4. Non-Employee Status. The NYSA, nor its board members or members, for purposes of this Agreement, are not employees of the County and are independent of the County and its operations except to the extent the duties and responsibilities are set forth in this Agreement.

5. Document Production. Prior to the execution of this Agreement, the NYSA agrees to provide the County a copy of its incorporating documents and a list of its current Board of Directors. The NYSA further agrees to furnish the County with annual reports on activities and

programs being conducted at the NYSA, upon the request of the County. NYSA agrees that, during the terms of this agreement, no material changes shall be made to its bylaws, without notifying the County of the proposed changes. If the County objects to any changes in the By-Laws, the NYSA will work with the County to address any amendments or alterations to the By-Laws suggested by the County but will not be required to have the County's consent to amend the By-Laws.

6. Improvements/Maintenance. The NYSA agrees that no physical change to the property or major maintenance will be undertaken without consultation with and the approval of the Board of County Commissioners or its designee. The NYSA shall make no improvements, nor structural alterations, nor modifications upon the premises, without securing the prior written consent of the County, and without complying with all local building, health, plumbing and electrical codes.

The NYSA shall, at its sole cost and expense, perform any renovations and repairs and maintenance to the Parks utilized by NYSA and keep them in good working order and condition. The NYSA shall be responsible for maintaining the grounds and improvements of the Parks in a clean and neat manner, and provide for repairs of electrical and plumbing services. The County shall provide for all major maintenance including the grounds and improvements. The County shall provide dumpsters and portable toilets where needed in and about the Parks utilized by NYSA. However, the parties can object to any cost or expense that the other party asserts is the responsibility of the other and in the event any such matter cannot be amicably resolved, the parties agree to mediate the disputes of costs and expenses before any other dispute resolution action is taken by either party.

7. Future Plan. The NYSA and the County may agree to cooperate in the development of a master plan for the future development and use of the Parks. All plans for additions, new construction and remodeling must be approved by the County, but need not be included in any original master plan developed. The County will update any master plan as new construction dictates.

8. Use Purposes. During the period of this Agreement, and any renewal hereof, the NYSA shall manage the Parks for recreational purposes for the benefit of the public in accordance with terms set forth herein.

9. Fees. The NYSA may grant preferences to programs designed for Youth. The County understands that NYSA may charge a fee for participation in organized events; provided, however, in no event shall such fee exceed an amount reasonably anticipated to be necessary to cover expenses directly associated with the NYSA's program, including appropriate allowances for participation in said programs by children without sufficient funds to pay the fees.

9.(b) Utilities. The County shall pay for water and sewer service to the Park. The County shall also pay for electrical service to provide lighting for those areas of the Park used by members of the general public (as opposed to persons participating in NYSA's activities). Such electrical service includes perimeter and parking lot lighting and similar areas. NYSA shall be responsible for electrical service in areas most often used by its participants and spectators, such as field lighting and concession stand usage.

10. Law Compliance. The NYSA shall comply with all applicable state and federal laws and regulations. The NYSA shall not discriminate against any person because of race, color, sex, religion, handicap, age or national origin.

11. Indemnity. With the exception of any acts of County employees, willful or negligent, the NYSA agrees it will at all times hereafter indemnify and save the County harmless from any and all claims, suits, causes of action, judgments, or damages, (including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom), sustained by it or any person or persons, and because of injury to, or destruction of property, (including the loss of use thereof), caused by or arising out of, or resulting from, the use of the above described property. This indemnity also specifically includes court costs and attorney's fees. Prior to the execution of this Agreement, the NYSA will furnish and will at all times maintain in effect a comprehensive general liability insurance policy in the amount of at least One Million Dollars (\$1,000,000), per occurrence, providing coverage for any and all losses or claims, by any person, firm or organization, of every nature arising through the authorized or legitimate uses of the above property, such use being pursuant to this Agreement, that said insurance policy shall inure to the benefit of the County, and that the County shall be listed as a co-insured thereon and shall be entitled to receive notice of changes in the policy as named insured. The Agreement shall be binding on and inure to the benefit of, the heirs, successors, executors, administrators, and assigns of the respective parties hereto.

In the event it has employees, The NYSA shall maintain workers' compensation insurance to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit to \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

12. Concessions. The NYSA may operate concession activities at the Parks, selling soft drinks, foodstuffs, and similar convenience items. The NYSA may continue, during the period

of this Agreement and any extensions thereof, to carry on such concessions activities and fund raising events at the Parks under the following conditions:

A. The NYSA shall provide workers to operate the concession stand as service is reasonable necessary for the NYSA or organized athletic events at the Parks and at such other time as the NYSA shall deem advisable.

B. All concession operations will be carried out in accordance with applicable health regulations. Any fees associated with health inspections or regulations are the responsibility of NYSA.

C. All items sold in the concession shall be of first-class quality. The NYSA agrees to charge only a reasonable market price for items sold in the concession.

Prices consistent with prices charged for concessions in other County Parks or similar public or private facilities shall be deemed reasonable. No beer or other alcoholic beverage may be sold or consumed at the NYSA.

D. The NYSA shall promptly pay all debts incurred by it for the purchase of goods and services used in the operation of the concession. It is understood and agreed that so long as the NYSA maintains the concession activity, and that so long as the NYSA reasonably and faithfully complies with the aforementioned conditions, the County shall not, without prior approval of the NYSA enter into any competing concession activities, either through its own agents or employees or the granting of concession privileges to any other corporation, person or association. Income derived from concession activities shall remain the sole and exclusive property of the NYSA except as noted in condition D, and shall be used by the NYSA in furtherance of its activities at the Parks and in providing additional improvements for the Parks and

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

13. Advisory Role. NYSA agrees to provide advisory assistance to other recreational or athletic programs within Santa Rosa County upon request of the County.

14. Termination. Either party may terminate this Agreement, for just cause, at any time by giving written notice to the other specifying the date of termination, such notice to be given no less than one-hundred and twenty (120) days prior to the termination date specified. Any notice mailed or delivered by the County to the Board of Directors, NYSA, 8840 High School Road, Navarre, Florida 32566, shall be notice by the County. The County shall notify the NYSA Board of Directors and/or its counsel of record.

15. NYSA Equipment/Property. All equipment, or other personal property placed or maintained on the premises by the NYSA shall be at its sole risk and shall remain its property and may be removed therefrom at any time prior to, and within ninety (90) days after the termination of this Agreement. However, any property of the NYSA not removed from the premises within ninety (90) days after termination of this Agreement, shall become the property of County with further consideration. Furthermore, any permanent structures constructed shall become the property of the County upon the termination of this Agreement. The NYSA shall surrender the premises in good repair and condition, reasonable wear and tear resulting from use excepted. In the

event removal of equipment, or the personal property from the premises results in damage thereto, the NYSA shall pay the full cost of any repairs necessitated thereby.

16. Liens. The NYSA shall keep the premises free from any liens arising out of any work performed or materials furnished or obligation incurred by the NYSA.

17. Duty to Maintain. Failure of the NYSA to maintain said premises in a neat, attractive and presentable manner shall be grounds for termination of this Agreement.

18. Assignment. Without the previous written consent of the County, neither the NYSA nor the NYSA's legal representative or successors in interest by operation of law or otherwise, shall be permitted to assign this Agreement or any estate or interest therein, sublet or permit the occupancy of the demised premises or any part thereof by anyone other than the NYSA. Any consent by the County to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. In any event, no such assignment, subletting or occupancy shall relieve the NYSA of its obligations hereunder.

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

20. Right to Terminate. This Agreement shall be subject to the right of the County to terminate same, for just cause, particularly whenever the demised premises shall not be used, utilized or managed by the NYSA in accordance with the provisions of this Agreement, or if the

NYSA ceases operation, dissolves its corporation, otherwise no longer provides required services to be performed under the terms of this Agreement.

21. Comply With Laws. The NYSA shall comply in all respects with all applicable governmental, federal, state or local laws. County further reserves the right to enact reasonable ordinances, rules or regulations which may be applicable to the premises or to the NYSA's activities thereon.

22. Mechanics Liens. The NYSA shall not cause to be placed or allow to be placed, any lien upon the premises subject to this agreement.

23. Use and Scheduling of Parks. The NYSA shall have priority and oversight of scheduling park/individual fields for organized and unorganized usage. All requests for park usage will be directed to NYSA. When the Parks are not in use for NYSA events, they shall be made available for use by the general public for organized and unorganized activities that are not destructive to the Parks. The NYSA may require outside users (non-NYSA sports teams that use the Parks when not in use by NYSA) to prepare the field(s), clean up after activities, and pay proportional share of operating expenses, including but not limited to, insurance cost (and/or provide satisfactory proof of insurance), utilities, equipment rental, and overall maintenance expenses. The general public will not be charged for individual or family park usage.

The County Parks Department has the right to priority schedule the parks when deemed necessary for the overall public needs, such as voting and fairs, that are beneficial to the county public as a whole. The county will coordinate these events with NYSA to ensure there are no conflicts. When the park is not scheduled by the NYSA it will be made open to the general public for individual or family use.

a. An organization, for profit or not for profit, must request the park for a function; for example, cub scout ball game or Relay For Life fundraiser.

b. An unorganized usage of the park is defined as a group or company wishing to utilize the park for a fun day event but due to the nature of the event requires authorization to ensure safety and maintenance requirements are met.

24. Attorney's Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorney's fees from the non-prevailing party.

25. Audit. NYSA shall provide to the County, upon request, copies of any document or record to which a member of NYSA would otherwise be entitled to inspect or which County may require in order to verify NYSA's compliance with this Agreement. The County reserves the right to conduct an audit of the NYSA's financial activities at any time upon five (5) days written notice to NYSA by the County. Such an audit shall be at the expense of the County and NYSA shall fully cooperate and make available to the County its relevant financial records in order for the County, or its auditors, to complete its audit. NYSA shall maintain all of its records, books, documents and the like for a period of five (5) years and shall maintain same for five (5) years beyond the ending date of this agreement. This paragraph shall survive the termination of this agreement.

IN WITNESS WHEREOF, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the NYSA, has caused these presents to be executed by its President, who has been authorized by NYSA Board of Directors to execute this Agreement on behalf of the NYSA, and attested by its Secretary, on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA

ATTEST:

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

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

NAVARRE YOUTH SPORTS ASSOCIATION,  
INC.

ATTEST:

*Devin D. Lucas*  
Secretary

By: *Sam D. Of*  
President



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



10

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

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

## M E M O R A N D U M

**TO:** Board of Commissioners

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

**DATE:** November 6, 2013

**SUBJECT:** Emergency Management Director

Emergency Management Director Sheryl Bracewell is retiring effective December 31, 2013. Human Resources Department opened the position within the County and the three section chiefs in Emergency Management, Daniel Hahn, Steve Mewborn, and Brad Baker, all qualified and applied for the position. It was decided that these three would be interviewed and if none were selected, the recruitment would be expanded.

Public Services Director Tony Gomillion and I interviewed the three candidates and after deliberation selected Operations Chief Brad Baker as the Emergency Management Director. All three candidates had strengths and weaknesses, but Tony and I collectively believe that Brad Baker has the experience and leadership required for the position.

An employment contract with Brad Baker for the Emergency Management Director will be placed on the agenda for the December 9, 2013 Committee-of-the-Whole meeting.

**EMERGENCY MANGEMENT DIRECTOR EMPLOYMENT AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**THIS AGREEMENT**, made and entered into by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "COUNTY", and Brad Alan Baker, hereinafter called "DIRECTOR",

**WITNESSETH:**

**WHEREAS**, COUNTY desires to employ the services of DIRECTOR; and

**WHEREAS**, it is the desire of COUNTY to provide certain benefits, establish certain conditions of employment, and to set working conditions of said COUNTY as an inducement and consideration for DIRECTOR entering this contract; and

**WHEREAS**, it is the desire of DIRECTOR to accept employment as Emergency Management Director of said County.

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

1. **DUTIES.** COUNTY hereby confirms its appointment of DIRECTOR and DIRECTOR hereby confirms his acceptance of such appointment, to be Emergency Management Director of Santa Rosa County. DIRECTOR's duties shall include such other duties as directed by the County Administrator.

2. **PERFORMANCE OF DUTIES.** All acts performed by the DIRECTOR explicitly or impliedly on behalf of COUNTY shall be deemed authorized by the COUNTY as its agent; except that any act which constitutes willful misconduct or which may be unlawful, contrary to any directive, written or oral, of the Board of County Commissioners or contrary to any policy of the Board of County Commissioners, shall be deemed to be the individual act of the DIRECTOR and without authority of the COUNTY.

3. **OFFICE SPACE AND SECRETARIAL STAFF.** COUNTY shall furnish DIRECTOR adequate office space, office supplies, office equipment and secretarial assistance.

4. **FULL-TIME OCCUPATION.** The parties expect that DIRECTOR will devote substantially his full working time to the performance of the duties required hereunder. To this end, DIRECTOR shall not engage in any gainful employment or consequential income producing activities which will in any way conflict with, or impair his ability to satisfactorily

discharge and perform all responsibilities and duties required hereunder. The parties recognize that at the time of entering into this Agreement, DIRECTOR holds the position of Fire Chief at Allentown Volunteer Fire Department, Inc. DIRECTOR may continue as Fire Chief provided that position does not interfere with the performance of his duties pursuant to the Agreement.

Nothing herein shall prohibit DIRECTOR from taking reasonable periods of leave commensurate with reasonable personal, sickness and vacation leave; provided, however, that DIRECTOR shall remain responsible for proper discharge of his duties through the County's employees under his supervision.

DIRECTOR shall be permitted to engage in outside consulting work, provided he gives notice of intent to do so to the County Administrator and he uses his annual or other accrued leave for this purpose.

**5. DUTIES PERSONAL AND NOT ASSIGNABLE.** The duties required to be performed hereunder by DIRECTOR and all rights and obligations under this Agreement in favor of DIRECTOR are personal and shall not be assignable.

**6. TERMINATION.** This agreement may be terminated by either party without cause upon giving ninety (90) days written notice. The COUNTY may terminate DIRECTOR with less than ninety (90) days notice if COUNTY pays a lump sum cash amount equal to DIRECTOR's salary for the period of time that notice of termination is less than ninety (90) days.

The lump sum cash payment provided for in this section shall be DIRECTOR's exclusive remedy for any breach of this contract by COUNTY. DIRECTOR hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by COUNTY, and DIRECTOR acknowledges he shall not be entitled to any other lump sum payments other than his accrued leave.

In the event DIRECTOR voluntarily terminates this Agreement with COUNTY, then DIRECTOR shall give COUNTY ninety (90) days advance written notice, unless mutually agreed otherwise. In the event of such voluntary termination DIRECTOR shall be entitled to be paid in full for accumulated annual leave.

**7. COMPENSATION.** COUNTY agrees to compensate DIRECTOR for his services rendered pursuant hereto at the rate of \$61,588.80 per annum, payable biweekly in accordance with pay periods for County employees. DIRECTOR's base compensation shall be adjusted annually to reflect the same percentages of merit and cost-of-living increases as the Board of

County Commissioners may approve for County employees, unless otherwise mutually agreed upon. Said adjustments to DIRECTOR's compensation shall be deemed automatically approved each year and will not require independent Board action.

In addition, COUNTY shall pay Employer's F.I.C.A. and any statutorily required employer contributions to the Florida State Retirement System, and shall withhold required federal income taxes. DIRECTOR shall further receive all rights, fringe benefits, privileges and coverage otherwise afforded to classified County employees. DIRECTOR shall accrue annual and sick leave at the same rate as other classified County employees. At the termination of this Agreement, shall be paid for unused leave in the same manner as classified employees.

COUNTY shall make available to DIRECTOR a vehicle for DIRECTOR's use in the performance of his duties pursuant to this Agreement. DIRECTOR shall be permitted to use said vehicle for travel to/from his home (provided his home is located within Santa Rosa County, Florida) to/from sites related his job.

8. **INSURANCE.** DIRECTOR shall be included in COUNTY's group insurance benefit programs, including full right to participation therein both as to himself and his dependents. COUNTY shall pay, on behalf of DIRECTOR the same portion of group insurance benefits as paid for County employees.

9. **DUES AND SUBSCRIPTIONS.** COUNTY agrees to budget and to pay the dues and subscriptions of DIRECTOR necessary for full participation in national, regional, state, and local association and organizations necessary and desirable for the good of the COUNTY.

10. **PROFESSIONAL DEVELOPMENT.** COUNTY hereby agrees to budget and to pay the travel, tuition and subsistence of DIRECTOR for professional and official travel in such amounts as are authorized by law and approved by the County Administrator.

11. **FILES AND RECORDS.** All files and records concerning COUNTY business in the office of DIRECTOR or in his possession shall belong to and remain the property of COUNTY. However, Director shall have the right during the term of this Agreement and thereafter to examine and copy all records prepared by him.

12. **TERM.** This Agreement shall take effect on January 1, 2014, and shall continue thereafter until terminated. This Agreement may be terminated at any time by either party, subject to the provision of Paragraph 6.

The Agreement may also be modified or amended as may be mutually agreed upon by

the parties. Modifications or amendments to this Agreement shall be in writing and executed by the parties.

13. **INDEMNIFICATION.** The COUNTY shall defend, save harmless and indemnify the DIRECTOR against any actions, in tort or if he is named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious intent purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The COUNTY shall not be liable in tort for the acts or omissions of the DIRECTOR committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

**14. GENERAL PROVISIONS.**

A. This Agreement shall be interpreted, construed and governed according to the Laws of the State of Florida.

B. The text herein shall constitute the entire agreement between the parties.

C. DIRECTOR shall commence his duties as Emergency Management Director effective January 1, 2014.

D. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST**

\_\_\_\_\_  
Clerk

**EMERGENCY MANAGEMENT DIRECTOR**

\_\_\_\_\_  
**BRAD ALAN BAKER**



Kenneth Horne & Associates, Inc.  
CIVIL ENGINEERS

December 4, 2013

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

Re: Bagdad Sewer Extension  
KH&A Reference No. 201041  
Change Order No. 7 – Cost Adjustment -Time Extension Request

Dear Mr. Walker:

Attached are three copies of Change Order No. 7 for the referenced project. The Change Order requests an adjustment to the contract to cover the cost of adding additional service connections and other items while reducing the number of septic tank abandonments. The additional time request is associated with the service connections and other construction delays.

It is our opinion that the requested adjustments for cost are reasonable and that the approval of the time extension is in the best interest of Santa Rosa County.

Kenneth Horne & Associates, Inc. recommends approval of the Change Order No. 7 proposal as submitted. Please call if you have questions or require additional information.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Edward E. Bowles", is written over the typed name.

Edward E. Bowles, PE  
Project Engineer

CC: Robin Phillips



**Modification to Subgrant Agreement**

5/15/2013

**MODIFICATION NUMBER 5 TO SUBGRANT AGREEMENT BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND  
SANTA ROSA COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and Santa Rosa County, (“the Recipient”), to modify **DEO/DCA Contract Number 10DB-K4-01-67-01-K31**, award dated June 1, 2010 (“the Agreement”).

**WHEREAS**, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$579,896.00 to Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

**WHEREAS**, the Department and the Recipient desire to modify the Agreement;

**WHEREAS**, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

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

**Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

**Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of April 30, 2014.

**Revise Activity Work Plan**

3. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.

**Revise Program Budget**

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

**Modification to Subgrant Agreement**

5/15/2013

**Modification Number: 5****DEO/DCA Contract Number: 10DB-K4-01-67-01-K31****Recipient: Santa Rosa County****Page 2** **Change in Participating Parties**

5. Attachment A, Program Budget, is hereby modified to delete all references to “(Type in name, if applicable.)” as the Participating Party, and replace them with “(Type in name, if applicable.)” as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

 **Inclusion of an Unmet Need as Addressed in the Original Application**

6. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.
7. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.
8. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

 **Change in Number of Accomplishments and/or Beneficiaries**

9. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

 **Reflect Change in Agency from DCA to DEO**

10. This modification to the Subgrant Agreement hereby replaces “Department of Community Affairs” with “Department of Economic Opportunity” where appropriate in context.

 **Other:** (Type in the reason for the modification.)

**Modification to Subgrant Agreement**

5/15/2013

**Modification Number: 5****DEO/DCA Contract Number: 10DB-K4-01-67-01-K31****Recipient: Santa Rosa County****Page 3**

A *Request for Amendment*, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**State of Florida****Department of Economic Opportunity****Recipient: Santa Rosa County**

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

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

Name: William B. Killingsworth

Name: Jim Melvin

Title: Director  
Division of Community Development

Title: Chairman, Board of Commissioners

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

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

**DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM  
PROJECT WORK PLAN**

**RECIPIENT  
CONTRACT NO.**

**Santa Rosa County  
10DB-K4-01-67-01-K31**

**DATE PREPARED  
PROJECT BUDGET \$**

**December 4, 2013  
579,896.00**

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
04/10	06/10	Execution of Contract Documents	0%	\$0.00	\$0.00
05/10	12/10	Submit Request for Release of Funds and Environmental Conditions	10%	\$5,000.00	\$5,000.00
05/10	02/11	Engineering, Architectural & Design and Surveying/ Permitting	30%	\$45,000.00	\$5,000.00
12/10	03/12	Submit plans, specifications, and bid documents to DCA	35%	\$55,000.00	\$5,000.00
05/12	06/12	Advertising and Bidding	35%	\$65,000.00	\$5,000.00
06/12	10/12	Construction Contract Award and Notice to Proceed	35%	\$70,000.00	\$5,000.00
10/12	01/13	Construction Monitoring – 33% complete	50%	\$200,000.00	\$7,500.00
01/13	08/13	Construction Monitoring – 66% complete	70%	\$350,000.00	\$10,000.00
09/13	03/14	Construction Monitoring – 100% complete	90%	\$577,899.00	\$12,500.00
03/14	04/14	Submit Administrative Closeout	100%	\$579,896.00	\$14,497.00

Note: More than one activity may be included per form.

(Rev. Aug 2004)



# 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, County Administrator

FROM: Sheila Harris

DATE: December 4, 2013

SUBJECT: Community Development Block Grant (CDBG)  
Citizen Advisory Task Force (CATF)

---

Local government requirements under Title 24-HUD CDBG include provisions to provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used.

Further, CDBG grant rules require the establishment of a CATF comprised of at least three residents of the jurisdiction, none of which shall be elected officials and no more than one employee of the local government. The purpose of the CATF shall be to provide input on all phases of the project process.

In addition, Santa Rosa County Resolution 90-26 provided for the adoption of the Santa Rosa County *Citizens Participation Plan* setting out the process for citizen participation in the process of planning, development, implementation and assessment of CDBG grants.

To meet the local government requirements for HUD funding, CDBG rules and to comply with Resolution 90-26, a Citizen Advisory Task Force for housing activities should be approved by the BOCC. According to the County's *Citizens Participation Plan*, the CATF must be comprised of five (5) members appointed for a two-year term with substantial representation of low-and-moderate income persons and minorities.

Attached is a list of the current CATF members which were approved by the Commission on December 10, 2009. Each has expressed an interest in continued participation on the task force. Unless the Commissioners would like to make a specific appointment to fill the fifth vacancy, I would be happy to recommend someone prior to next Thursday's meeting for appointment.

Please let me know if you have any additional questions or concerns regarding this request.

## **Citizen Advisory Task Force (CATF)**

---

Louis Greene  
6624 Tidewater Drive  
Navarre, FL 32566  
850-936-0708  
Email: [lgreene@earthlink.net](mailto:lgreene@earthlink.net)

Ginny Ward  
5141 Mike Griffith Drive  
Milton, FL 32570  
850-983-4651  
850-375-7576 cell  
Email: [ginnyw@santarosa.fl.gov](mailto:ginnyw@santarosa.fl.gov)

Kyle Holley  
5920 Willard Norris Road  
Milton, FL 32570  
850-623-5694  
850-712-8788 cell  
Email: [kyle@unitedwaysrc.org](mailto:kyle@unitedwaysrc.org)

James Leon White  
8135 Jamie Drive  
Milton, FL 32583  
850-626-2256 home  
850-261-9539 cell  
Email: [kayewhit@bellsouth.net](mailto:kayewhit@bellsouth.net)

(one vacancy)

July 2012



This Legal Document  
Prepared by William Maudlin  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0093

**UNDERGROUND DISTRIBUTION EASEMENT**

WO#  
TAX ID# 28-2S-26-0000-00100-0000  
EN# 99455

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

**KNOW ALL MEN BY THESE PRESENTS** that **SANTA ROSA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** (Grantor), whose address is **P. O. BOX 472, MILTON, FL 32572** for and in consideration of **One And 00/100 Dollars (\$1.00)** and other good and valuable considerations in hand paid by **Gulf Power Company, a Florida corporation** (Grantee), whose address is **One Energy Place, Pensacola, Florida 32520-0093**, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in **Santa Rosa** County, Florida, to-wit:

**A TEN FOOT (10') STRIP OF LAND LYING FIVE FEET (5') ON EACH SIDE OF THE EXISTING AND FUTURE ELECTRICAL FACILITIES AS SITUATED WITHIN NAVARRE BEACH MARINE PARK LYING IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA AND AS SHOWN ON ATTACHED EXHIBIT "A".**

**IT IS UNDERSTOOD AND AGREED SAID UNDERGROUND ELECTRICAL FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.**

for the transmission, distribution, supply and sale to the public for power, heat and light; and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair such an underground electrical system on Grantor's adjoining property to serve present and future customers of Grantee, its successors and assigns with electric energy.

**TO HAVE AND TO HOLD** the same to the said Gulf Power Company, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2013.

**SANTA ROSA COUNTY A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

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

\_\_\_\_\_  
(Print or type full name)

Title: \_\_\_\_\_

Attest By: \_\_\_\_\_

\_\_\_\_\_  
(Print or type full name)

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type full name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type full name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

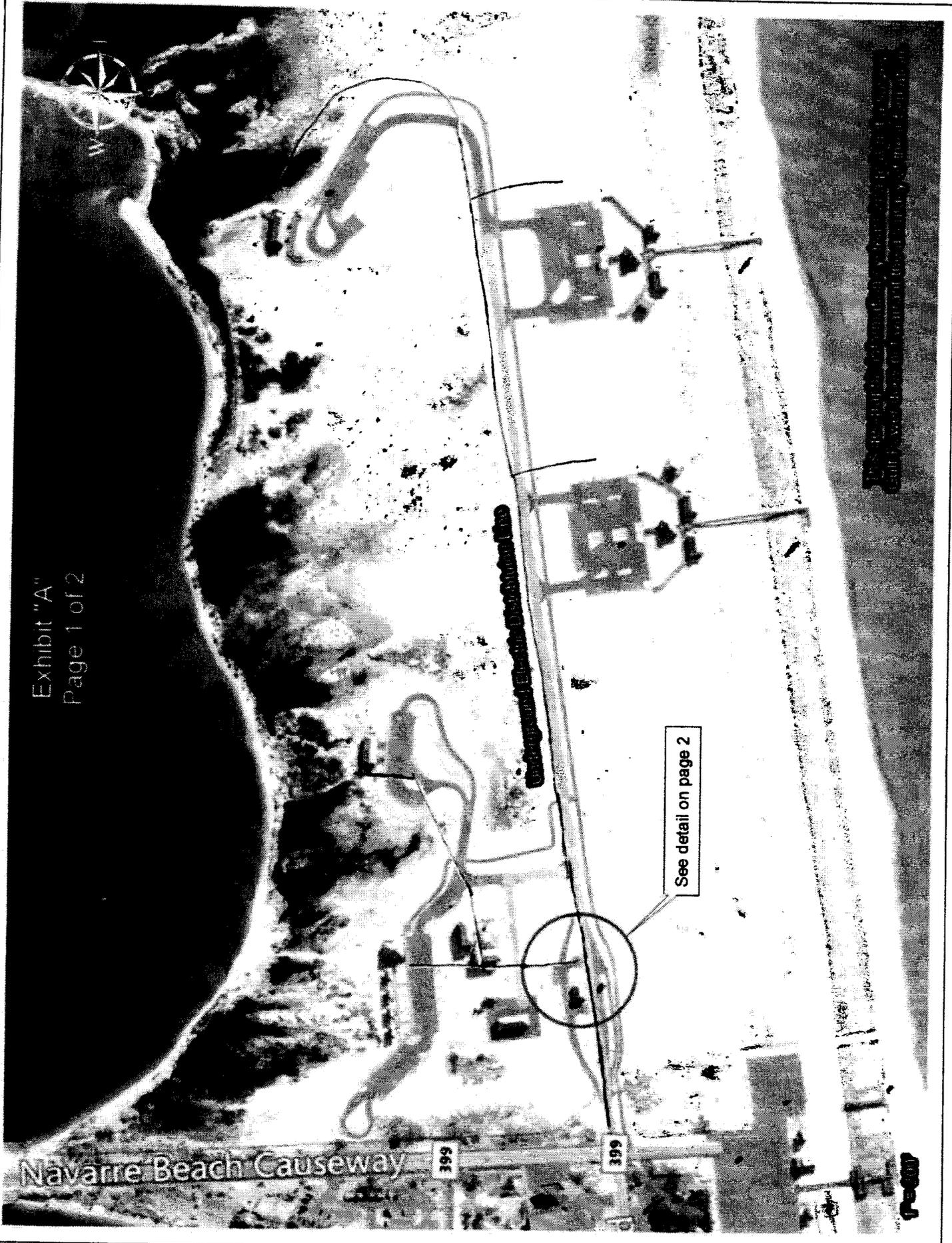
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ on behalf of **SANTA ROSA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification, and who did/did not take an oath.

**NOTARY PUBLIC**

\_\_\_\_\_

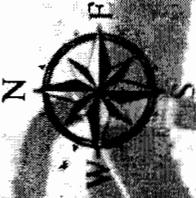
**STAMP**

Exhibit "A"  
Page 1 of 2



1-800-...

**Exhibit "A"**  
**Page 2 of 2**



New route for underground  
electric distribution line

Line to be abandoned

This project information system does not constitute an offer of insurance. It is intended to provide information only. Please contact your insurance agent for more information.

**Hunter Walker**

---

**From:** Sheila Harris  
**Sent:** Monday, December 02, 2013 12:22 PM  
**To:** Angie Jones  
**Cc:** Merry Beth Andrews; Hunter Walker; Shannon Ogletree; 'Dick Hohorst'  
**Subject:** DRG Grant - Barron Consulting  
**Attachments:** Baron Consltng.pdf; Barron Contract w TSR - 10-1-09 until.pdf

Angie,

The 2013/2014 DRG grant agreement will most likely be presented to the BOCC at the December or January meeting. At that time, I believe we should go ahead and approve the contract with Barron Consulting (grants administration).

Attached is the last contract we entered in to with Barron as well as the old agreement from TEAM. Also please see suggestion from Dick below.

The start and end date of the contract with Barron will need to be consistent with the grant agreement period (one year). The grant agreement start date will be filled in by the state upon their execution of the grant agreement. Last year this delay was approximately 3 weeks from the Board approval date.

Can you draft a contract prior to December 4th for Dick to review?

Thank you,

Sheila Harris

---

**From:** Dick Hohorst [mailto:dhohorst@yahoo.com]  
**Sent:** Tuesday, November 05, 2013 12:38 PM  
**To:** Sheila Harris  
**Subject:** Grant contract

Sheila,

While we're at it, we need to set up a contract for the new grant cycle. I would recommend that instead of coming up with a dollar amount and specific dates, that we do a generic contract that is based on \$50 per hour for a maximum of \$3,500 and cover the entire grant cycle including submission of all required reports. That way you won't be trying to juggle dollar amounts over multiple county fiscal years.

Dick

Dick Hohorst  
**Barron Consulting**  
[dhohorst@yahoo.com](mailto:dhohorst@yahoo.com)  
cell: 850-384-7977

---

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.

## **CONTRACT FOR SERVICES**

**SANTA ROSA COUNTY ("County")** and Dedrich C.Hohorst d/b/a Barron Consulting, ("Consultant") enter into this Agreement this 28<sup>th</sup> day of September, 2012.

**WHEREAS**, it is the desire of County secure and retain the services of the Consultant to act on behalf of County as a Special Grants Administrator, both parties agree to the following:

### **I. SCOPE OF WORK**

Consultant's duties will include administration and monitoring of County's 2011-12 Florida Defense Reinvestment Grant (DRG), including related research, documentation, reporting and similar duties. Consultant shall perform such other tasks as are mutually agreeable to the parties.

### **II. TERMS, FEES AND EXPENSES**

The term of this agreement shall be from September 1, 2012 through November 14, 2012.

County shall pay Consultant at the rate of \$50.00 per hour for work performed pursuant to this contract. In no event, however, shall Consultant be compensated more than \$1,000 total for all work performed during the term of this agreement.

### **III. TERMINATION**

This agreement may be terminated by either party upon providing thirty (30) days written notice to the other party.

### **III. GENERAL PROVISIONS**

**A. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of Florida, but excluding the conflict of laws thereof.

**B. Assignment.** Neither party may assign any of its rights or delegate any of its duties or obligations under this agreement without the express written consent of either party.

**C. Partial Invalidity.** In the event that any provision of this agreement shall be construed to be illegal or invalid for any reason, said legality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and letter agreement shall be construed and enforced as is such illegal and invalid provision had never been included herein.

**D. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It may be changed only by a written agreement signed by the parties.

E. Consultant agrees to indemnify and hold harmless County, its agents, officials, and employees for any and all claims, suits and damages arising out of the operation of this contract.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

**SANTA ROSA COUNTY, FLORIDA**

By: *Jim Williamson*  
Chairman

**ATTEST:**

*Mary Johnson*  
Clerk



**CONSULTANT:**

*Dedrich C. Hohorst*  
Dedrich C. Hohorst

**WITNESSES:**

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

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

**CONTRACT FOR SERVICES**

**SANTA ROSA COUNTY** ("County") and Greystone Consulting, LLC, a Florida limited liability company, ("Consultant") enter into this Agreement this 15<sup>th</sup> day of December, 2012.

**WHEREAS**, it is the desire of County secure and retain the services of the Consultant to act on behalf of County as a Military Affairs Consultant, both parties agree to the following:

**I. SCOPE OF WORK**

Consultant will perform duties as outlined in the attached Response to Request for Proposal and shall perform such other tasks as are mutually agreeable to the parties.

**II. TERMS, FEES AND EXPENSES**

The term of this agreement shall be from December 13, 2012 through November 14, 2013. This contract may be extended by an additional one (1) year period upon the agreement of both parties.

**Fees.** County shall compensate Consultant at the rate of \$33,500.00 annually, to be paid in monthly installments.

**Third Party Expenses.** In addition to fees, County shall reimburse Consultant for costs and out-of-pocket expenses reasonably incurred in connection with the performance of the work, provided the expenses are approved in advance by County.

**III. TERMINATION**

This agreement may be terminated by either party upon providing thirty (30) days written notice to the other party.

The funding for this contract shall be from a Defense Reinvestment Grant. In the event that County no longer receives said grant, this contract shall terminate.

**III. GENERAL PROVISIONS**

**A. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of Florida, but excluding the conflict of laws thereof.

**B. Assignment.** Neither party may assign any of its rights or delegate any of its duties or obligations under this agreement without the express written consent of either party.

**C. Partial Invalidity.** In the event that any provision of this agreement shall be construed to be illegal or invalid for any reason, said legality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable

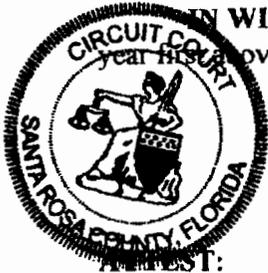
and letter agreement shall be construed and enforced as is such illegal and invalid provision had never been included herein.

D. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It may be changed only by a written agreement signed by the parties.

E. Independent Contractors. Contractor and County are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

F. Contractor agrees to indemnify and hold harmless County, its agents, officials, and employees for any and all claims, suits and damages arising out of the operation of this contract.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and date above written.



WITNESSES:

Mary M. Johnson  
Clerk

SANTA ROSA COUNTY, FLORIDA

By: [Signature]  
Chairman

CONTRACTOR:

BCC Appro: 12-13-12

GREYSTONE CONSULTING, LLC

By: Pete Gandy  
Pete Gandy, Owner

WITNESSES:

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

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

# The Recycle Program

Current Contract: SRC & West Florida Recycling

Contract Date Effective: 04/01/12

Contract Term: 5 Years



# Contract Requirements

- WFR collects materials from drop sites & purchases the material to reuse and/or sell the recyclables.  
(reference section C)
- Maintain adequate disposal capacity at each site.  
(reference sections 2.2 & 2.3)
- Monthly recycle rebates for the preceding month, with a back-up report from WFR. (reference sections 3.2)
- The monthly building lease payment due on the first day of each month in advance. (reference section 4.5)
- WFR shall maintain the leasehold area, parking lot and surrounding areas neat and clean and free of debris.  
(reference section 4.5)

Reference notes are sections of the contract.

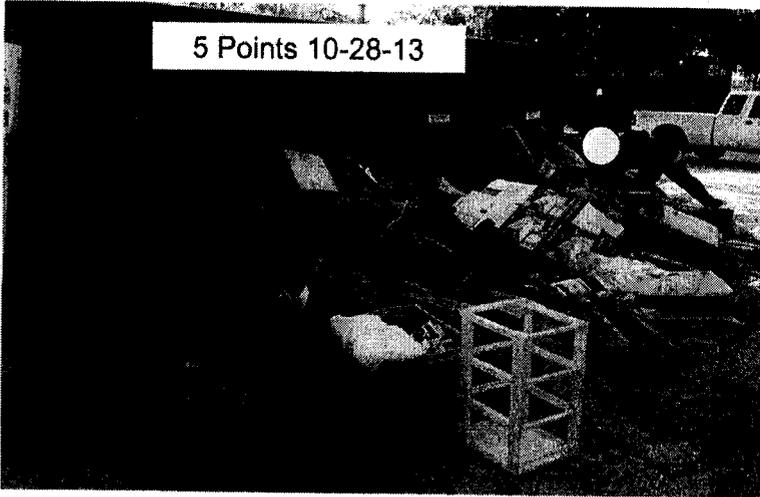
# Current Situation/Concerns

- Excessive & prolonged volume of material being stored at SRC Recycle Department.
- Past & Current Charges Due:  
As of Dec. 5, 2013, WFR owes approx. \$24k.  
3 Payments received since June 1, 2013.
- Frequently not adequate space in containers.

# If the contract is discontinued:

- SRC proposes:
  - Temporarily Close all 19 sites, while the building is emptied (approx. 350 tons @ no tip). Divert single stream recycling to *Class 1 (no tip)*, to empty the facility.
  - Once the building is emptied, we can make necessary building repairs to pre-contract conditions.
  - Reopen approximately half of the 19 sites & only accept specific materials until a direction is chosen by the BOCC for rebidding the program or purchasing additional sorting equipment.

5 Points 10-28-13

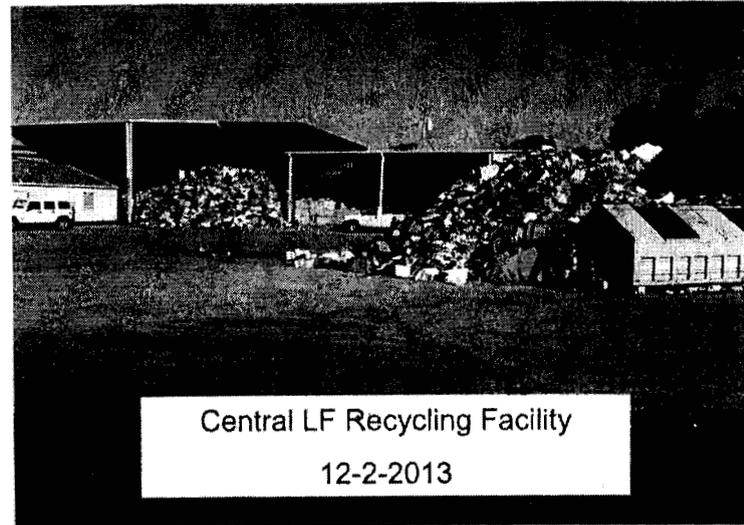


South Service 8-27-12



**Overflowing  
sites are a  
reoccurring  
problem.**

# Current status at the SRC Recycle Facility.





**Hunter Walker**

---

**From:** Joy Tsubooka  
**Sent:** Wednesday, December 04, 2013 10:11 AM  
**To:** Hunter Walker  
**Subject:** RE: Priority list

Working on the rest of this list, but do you think this is what they were looking for on the two items?

1. Navarre Beach Re-nourishment

The county is seeking increased funding support for FDEP's, Florida Beach Management Funding Assistance Program (BMFAP), also known as the Beach Erosion Control Program, which was established for the purpose of working in concert with local, state and federal governmental entities to achieve the protection, preservation and restoration of the sandy beaches located on the Gulf of Mexico, Atlantic Ocean, or Straits of Florida. At present, about 398 of the state's 825 miles of sandy beaches have experienced "critical erosion", a level of erosion which threatens substantial development, recreational, cultural, or environmental interests. Navarre Beach has approximately 4-miles of critically eroded beach which are eligible for FDEP cost sharing (\$5.1 million) subject to legislative appropriation for the BMFAP. The Navarre beach project is ready for construction with completed construction plans and all required permits in hand. Completion of this project is critical to the continued economic recovery of Santa Rosa County from the recent recession and from the damages inflicted by the Deepwater Horizon Oil Spill.

2. Statewide Human/Bear Conflict Mitigation Plan

The instances of human/bear conflicts in Santa Rosa County and the entire Florida panhandle are increasing with the growing bear and human population. The conflicts are no longer confined to the rural areas of the county, but now include heavily populated, long established neighborhoods. Between 2010 and 2012, conflicts reported to the Florida Fish and Wildlife Conservation Commission has increased 443 percent statewide. While the FWC has done an excellent job in educating the public on actions they can take to reduce bear conflicts, the volume and location of the encounters merits the state exploring other solutions beyond education, which would offer greater protection and safety measures for residents and bears alike.

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

**From:** Hunter Walker  
**Sent:** Tuesday, December 03, 2013 11:22 AM  
**To:** Joy Tsubooka  
**Subject:** RE: Priority list

Not that I can think of. The idea about staff is good one.

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

**From:** Joy Tsubooka  
**Sent:** Tuesday, December 03, 2013 11:05 AM  
**To:** Hunter Walker  
**Subject:** Priority list

Is there anything else I need to include on the legislative priority list besides beach restoration and bears? Also I'll take a look at last year's list and a staff to see if any updates or changes need to be made items from last year.

## Hunter Walker

---

**From:** Hunter Walker  
**Sent:** Tuesday, November 12, 2013 3:40 PM  
**To:** Angie Jones; Commissioner Cole; Commissioner Jim Melvin; Commissioner Salter; Jim Williamson; Lane Lynchard  
**Cc:** BOCC Dept Heads; Joy Tsubooka; Emily Spencer  
**Subject:** FW: Legislative Delegation  
**Attachments:** Leg.Priority2013.doc

Emily Spencer was contacted by Representative Broxson's office scheduling the legislative delegation meeting preparatory to the 2014 session on Tuesday December 17, 2013 beginning at 5:30 p.m. in the Boardroom. Attached is the 2013 Legislative Priority list from last year's process as starting point to develop 2014 priorities. This will be on the agenda for the December 9, 2013 meeting. Call with questions. Hunter

---

**From:** Emily Spencer  
**Sent:** Tuesday, November 12, 2013 3:10 PM  
**To:** Hunter Walker  
**Subject:** Legislative Delegation

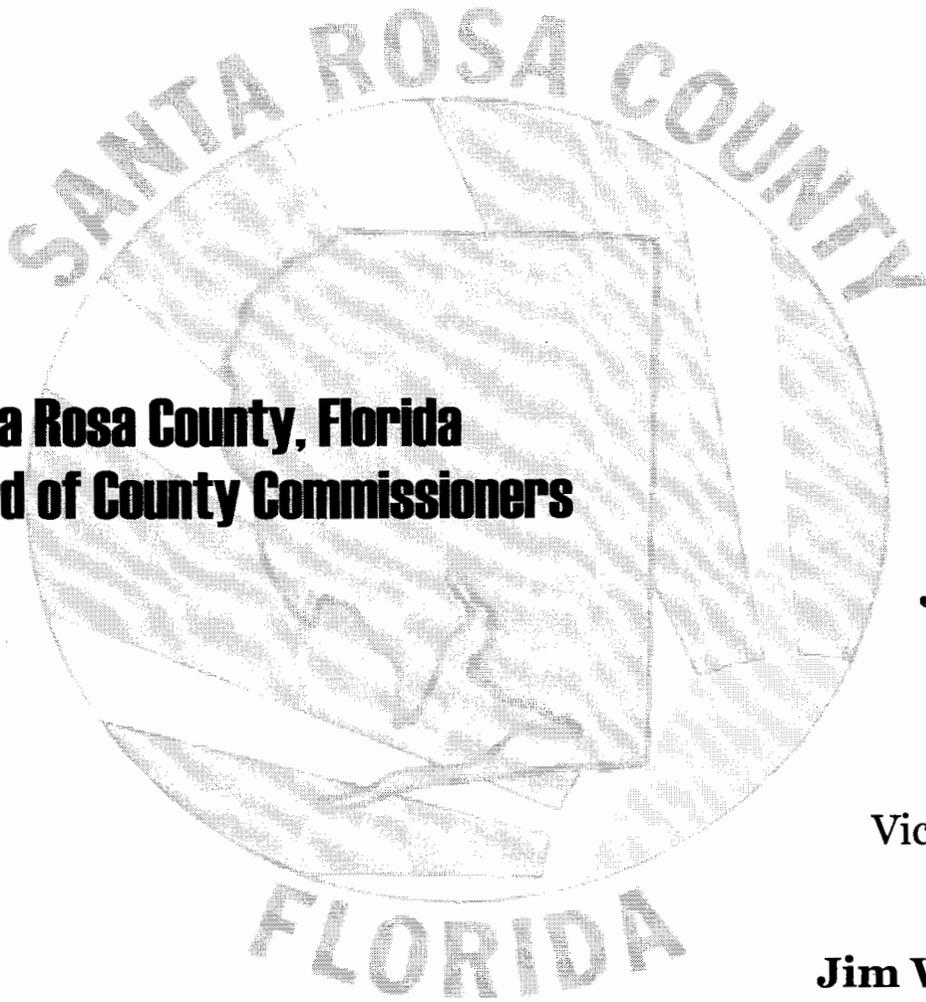
Rep. Broxson's office called and scheduled the use of our boardroom for the annual legislative delegation meeting which will be Tuesday, December 17<sup>th</sup> at 5:30.

---

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# **2014 LEGISLATIVE ISSUES**

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



**Jim Melvin**  
Chairman  
District 4

**Don Salter**  
Vice- Chairman  
District 3

**Jim Williamson**  
District 1

**Bob Cole**  
District 2

**Lane Lynchard**  
District 5

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

## **1. Navarre Beach Re-nourishment**

The county is seeking increased funding support for FDEP's, Florida Beach Management Funding Assistance Program (BMFAP), also known as the Beach Erosion Control Program, which was established for the purpose of working in concert with local, state and federal governmental entities to achieve the protection, preservation and restoration of the sandy beaches located on the Gulf of Mexico, Atlantic Ocean, or Straits of Florida. At present, about 398 of the state's 825 miles of sandy beaches have experienced "critical erosion", a level of erosion which threatens substantial development, recreational, cultural, or environmental interests. Navarre Beach has approximately 4-miles of critically eroded beach which are eligible for FDEP cost sharing (\$6.1 million) subject to legislative appropriation for the BMFAP. Completion of this project is critical to the continued economic recovery of Santa Rosa County from the recent recession and from the damages inflicted by the Deepwater Horizon Oil Spill.

**The Santa Rosa County Board of Commission requests the Florida Legislature to appropriate at least \$43.3 million to BMFAP in FY 2014/15 to fund the Navarre project and all the projects estimated at ranking higher in the FDEP assessments. The past five years of appropriations have averaged less than \$30 million.**

## **2. Develop Statewide Human/Bear Conflict Mitigation Plan**

The instances of human/bear conflicts in Santa Rosa County and the entire Florida panhandle are increasing with the growing bear and human population. The conflicts are no longer confined to the rural areas of the county, but now include heavily populated, long established neighborhoods. Between 2010 and 2012, conflicts reported to the Florida Fish and Wildlife Conservation Commission has increased 443 percent statewide. While the FWC has done an excellent job in educating the public on actions they can take to reduce bear conflicts, the volume and location of the **encounters merits the state exploring other solutions beyond education, which would offer greater protection and safety measures for residents and bears alike.**

## **3. Extension of Florida Statute 288.106 (8) Special Incentives**

**Santa Rosa County requests that Florida Statute 288.106 (8) be extended past the June 30, 2014 cut-off date.** The statute allows a qualified target industry business from another state which relocates all or a portion of its business to a Deepwater Horizon Disproportionally Affected County to receive a tax refund payment of up to \$6,000 multiplied by the number of jobs specified in the tax refund agreement and waives any or all wage or local financial support eligibility requirements. This valuable incentive helps level the competitive disadvantage counties in the panhandle face when competing with surrounding states who offer much greater economic incentives. The potential of not only increased aerospace and defense companies associated with Airbus in Mobile, but the recovery of manufacturing industries and the U.S. economy as a whole, merits extension of 288.106 (8) Special Incentives.

#### 4. Revert to Previous Brownfield Bonus Refund Guidelines

In June 2013, an amendment to the Brownfield Bonus Refund guidelines took effect. The new guidelines add an unneeded government layer to the program and the program no longer display the “business friendly” environment currently promoted by the state. Santa Rosa County may already be seeing an impact on its economic development efforts, with the loss of several potential projects that did not qualify for the QTI incentive but would have qualified for the Brownfield’s bonus refund had the legislation not changed. **The board requests for the current language to be removed and replaced with the original language for 288.107(1)(c) from the 2012 Florida Statutes, which defines a “Brownfield Area”**

#### 5. Continued Widening of SR 87

The county is requesting support of **continuing efforts to widen SR 87 from US 98 to the Alabama state line.** Since 2002, four segments totaling 14.8 miles have been widened from two to four lanes or are now under construction. The remaining 38.2 miles are currently in various phases of study or environmental mitigation, however funding is needed to continue through to construction. SR 87 is a strategic highway that fits many different funding opportunities, should they arise: economic stimulus, economic development, regional growth, safety, hurricane evacuation & recovery, and military base access. As evidenced in the 2010 Census, population has grown at a faster pace east of Pensacola over the last 10 years. After US 29/AL 113, the next most viable route north to I-65 is SR 87. The longer segments are being separated into smaller more affordable segments.

#### 6. Oyster Fishery Collapse

As with the collapse of the oyster fishery along the Gulf Coast of Florida, the oyster fishery in Santa Rosa County has declined. According to FWC, 2012 commercial dockside landings were \$22,141 where our waters have historically supported a productive oyster fishery with an average dockside price of \$49,054. The economic impact is much greater than this price per pound paid to the fisherman when the additional revenue lost by processors, fuel suppliers, seafood retail outlets, restaurants, etc. is considered. Oysters are also ecologically important to the county, providing habitat and refuge for a variety of sea life including many recreational fish and by improving water clarity and quality, allowing for healthy seagrasses and marshes. **The Santa Rosa County Commission request support in increasing the oyster fishery in Santa Rosa County.** This includes funding for restoration, relief for oystermen and their families and continued support of regulations that help to maintain the water quality of our conditionally approved shellfish harvesting waters. Additionally, we encourage the use of oyster or clam shell for cultch material used in restoration projects. This will allow current and former oyster industry employees to return to their traditional work as oystermen.

## 7. General Support Initiatives

- The board requests that care be given by the Legislature when dealing with revenue shortfall to resist transferring/shifting functions and responsibilities to county government in the form of **unfunded mandates or masked mandates**.
- Request that all **SHIP trust fund** receipts be utilized and distributed consistent with the original intent of the legislation, and that none of the trust fund receipts be swept into the general fund or other non-housing funds.
- Continued funding of the **Florida Defense Infrastructure Grants** supporting the County's procurement of property or easements proximate to NAS Whiting Field to reduce encroachment of development and incompatible uses which impair the mission and continued viability of Whiting and its outlying fields.
- Continued funding of **Florida Forever** program which purchases environmentally sensitive lands and places into conservation uses in perpetuity. Santa Rosa County has participated in partnership with State and Federal governments to purchase environmentally sensitive property adjacent to Clear Creek with the dual purpose of protecting this environmentally sensitive watershed and also buffer NAS Whiting Field from developmental encroachment.
- Support the inclusion of funding of **roadway access by Northwest Florida Water Management District** (NFWMD) in its program of purchasing environmentally sensitive property for public use. In prior years, the NFWMD has purchased environmentally sensitive property, but has not purchased the roadway access simultaneously. In several such purchases in Santa Rosa County, public access for boat ramps was purchased, but access to the property was excluded. The County purchased the property for access after-the-fact, which was extremely time consuming and expensive. Urge NFWMD to make provisions for right-of-way or access to property purchases for public use and access.
- Continued funding of **State-Aid to libraries** program which is long-standing partnership between State of Florida and local governments to provide quality library services for our mutual residents/constituents. This becomes even more important during economic downturns as libraries provide books and other material free and also serve as conduit to employment and benefit databases necessary for those seeking employment and related services.

**ORDINANCE NO. 2002 - \_\_\_\_\_**

**AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA;  
PROVIDING FOR SOLICITATION PERMITS; PROVIDING  
STANDARDS; PROVIDING PENALTY FOR VIOLATION; AND,  
PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. PURPOSE AND INTENT.**

(a) It is the purpose and intent of this ordinance to:

- (1) Preserve public safety, human life and convenience;
- (2) Secure the comfort, health, welfare and prosperity of all county inhabitants;
- (3) Ensure that the use of streets and sidewalks in the county does not become dangerous and that the free flow of traffic thereon is not impeded;
- (4) Preserve privacy and quiet to those in the home;
- (5) Protect county inhabitants against crime and undue annoyance; and
- (6) Protect those on the streets and at home against abusive solicitation and canvassing practices.

(b) This article shall be construed so as to accomplish the purpose and intent of subsection (a) of this section.

**SECTION 2. DEFINITIONS.**

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

“Canvass” canvassing mean the practices of a canvasser.

“Canvasser” means any person, including an employee or agent of another, traveling either by foot, motor vehicle or any other means of conveyance, who engages in the practice of going from door-to-door, from house-to-house or otherwise along any of the streets within the county for the purpose of distributing handbills, leaflets or fliers directly to the occupants of private residences or dwellings for commercial purposes.

“Solicit” soliciting, solicitation mean the practices of a solicitor.

“Solicitor” means any person, including an employee or agent of another, traveling either by foot, motor vehicle or any other means of conveyance from door to door, from house to house or otherwise along any of the streets within the county for purposes of:

- (1) Selling or taking orders for or offering to sell or take orders for goods, merchandise, wares, services or other items of value at that time or for future delivery or services to be performed in the future, for commercial purposes, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or attempted sale; or
- (2) Requesting contribution of funds, property or anything of value or the pledge of any type of future donation or selling or offering for sale any type of property.

The term "solicitor" is an all-inclusive term which includes, but is not limited to, persons commonly referred to as peddlers.

**SECTION 3. PERMITS; REQUIRED; TRANSFER; PERMITS FOR  
NONNATURAL PERSONS AND ADDITIONAL REPRESENTATIVES.**

(a) It shall be unlawful for any person to engage in solicitation or canvassing activities in, of or upon any private structures, property, residences, establishments or premises within the unincorporated area of the county without first obtaining a permit from the county. No permit issued by the county pursuant to this division is transferable. A permit issued pursuant to this division may be effective for a period up to but not exceeding ~~90~~ **365** days.

(b) Only one permit shall be required of any applicant, other than a natural person, who desires or intends to engage in solicitation or canvassing activities in the county, notwithstanding that the applicant may be represented in such activities by more than one person; provided, however, the applicant fully identifies such representatives as required by Section 5 (a), pays the fees required for additional representatives as required by Section 5 (b) and each such additional representative maintains upon his person a copy of the actual permit as required by Section 14.

**SECTION 4. EXEMPTIONS.**

The following classes of persons shall be exempt from this ordinance:

- (1) All persons specifically requested or invited by the owner or occupant to come to a private residence to engage in soliciting or canvassing;
- (2) Persons who are either running for elected public office or who are supporting the campaigns of others who are running for elective public office;
- (3) Representatives of newspapers making regular house-to-house deliveries;
- (4) Representatives of food delivery services; and
- (5) Canvassing or soliciting for political, charitable, religious or other noncommercial purpose.

**SECTION 5. APPLICATION; FEES.**

(a) Any person desiring a permit to conduct solicitation or canvassing activities in the county must make application therefore. The application for a solicitor's or canvasser's permit shall be in a form prescribed by the county administrator and shall contain the following information:

- (1) Date of the application.
- (2) Name and address of the applicant.
- (3) Name and address of the person by whom the applicant is employed or whom such applicant represents, if any.
- (4) Name, address and relationship to the applicant of all persons who may engage in solicitation or canvassing activities for or on behalf of the applicant.
- (5) The place of residence and nature of employment of the applicant during the preceding year.
- (6) A brief description of the nature, character, quality and price of the goods, wares, merchandise or subscriptions that are to be offered by the applicant.
- (7) A description of the planned soliciting or canvassing activities.
- (8) A personal description of the applicant and of each person who may engage in solicitation or canvassing activities for or on behalf of the applicant.
- (9) If employed, credentials establishing the exact relationship of the applicant with the employer.
- (10) ~~A photograph of the applicant and all persons identified pursuant to subsection (a)(4) of this section taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two~~

~~inches, showing the head and shoulders of the applicant in a clear and distinguishing manner.~~

- (11) The fingerprints of the applicant and all persons identified pursuant to subsection (a)(4) of this section.
- (12) A statement as to whether or not the applicant and all persons identified pursuant to subsection (a)(4) of this section have been convicted of or plead nolo contendere to any crime, including a misdemeanor, or the violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefore.
- (13) A statement by the applicant and all persons identified pursuant to subsection (a)(4) of this section consenting to and expressly authorizing the county, through its sheriff's department, staff or any third party retained by the county, to perform criminal background searches, criminal history investigations and personal character investigations of the applicant.
- (14) The names of municipalities, counties or other governmental entities in whose jurisdictions and from whom the applicant and all persons identified pursuant to subsection (a)(4) of this section have received license, permission, authority or the like to solicit or canvass in the two years next proceeding the date of the application.

(b) The fee which shall be charged by the county for any permit issued under this division shall be as follows:

- (1) For a permit effective five days or less, \$15.00; For a permit effective up to 90 days, \$95.00; this fee includes a \$5.00 charge to cover the costs associated with the applicant's identification badge/permit.
- (2) For a permit effective up to 30 days, \$30.00; For a permit effective up to 180 days, \$185.00; this fee includes a \$5.00 charge to cover the costs associated with the applicant's identification badge/permit; and.
- (3) For a permit effective up to 90 days, \$90.00 For a permit effective up to 365 days, \$370.00; this fee includes a \$5.00 charge to cover the costs associated with the applicant's identification badge/permit.

The fee shall be payable at the time the application for permit is submitted. The fee shall entitle one natural person, as designated by the applicant upon the application, to engage in solicitation or canvassing activities in the county. There shall be a fee of \$10.00 for each additional natural person who may engage in solicitation or canvassing activities for or on behalf of the applicant. Those applicants who obtain a permit on behalf of the applicant for the \$10.00 fee shall be subject to the same expiration date as the initial permit. Solicitation permit identification badges will be issued by the Santa Rosa County Emergency Management Department upon clearance by the county administrator or its designee. The identification badge will display a current picture of the applicant taken by the Santa Rosa County Emergency Management Department, permit number, permit expiration date, permit holder's full name, permit holder's date of birth, race, sex, and the employer's address.

(c). Permits are not effective until an identification badge has been issued and picked up by the applicant.

#### **SECTION 6. INVESTIGATION OF APPLICANT.**

Upon receipt of an application for a permit required by this division, the county administrator or his designee ~~may cause~~ shall submit for an investigation of the applicant's criminal background and criminal history through the Florida Department of Law Enforcement and personal character to be made; the fee associated with this investigation shall be the responsibility of each applicant and must be paid at the time of the application. If, as a result of the investigation, the applicant's character, criminal background, criminal history, or business responsibility is found to be unsatisfactory, the application may be disapproved, and if a permit has been issued it may be revoked and rescinded, in which event the unused permit fee shall be refunded, less an administrative and processing charge of \$25.00 or one-half of the permit fee, whichever is less. If, as a result of the investigation, the character and business responsibility of the applicant is found to be satisfactory, the county administrator or his designee shall execute a permit in the name of the applicant. There shall be no obligation on the part of the county to perform or cause to be performed any investigation allowed by this section and such investigations may be performed at the discretion of the county.

**SECTION 7. REVOCATION.**

(a) Permits issued under this division may be revoked by the county administrator or his designee upon written notice for any of the following causes:

- (1) Fraud, misrepresentation or false statement made in connection with or contained in the application for permit;
- (2) Fraud, misrepresentation or false statement made in the course of soliciting or canvassing;
- (3) Any violation of this article;
- (4) Conviction of any crime constituting a felony or involving moral turpitude; or

(5) Conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(b) Notice of revocation shall be given in writing and set forth with particularity the grounds for such revocation. Further, such notice shall be mailed, postage prepaid, to the person to whom the permit was issued at the address set forth in the application or at such updated address that the permitted makes known in writing to the county administrator or his designee.

#### **SECTION 8. APPEAL OF REVOCATION.**

(a) If the county administrator or his designee fails to issue a permit required under this division upon application or if the county administrator or his designee makes a good faith determination that there is cause for revocation of a permit issued under this division, the applicant or permitted, as the case may be, shall be so notified in writing. The revocation shall be effective 24 hours after the issuance of the notice. The notice shall state with reasonable particularity the grounds for such determination.

(b) If the applicant or permitted wishes to contest such action, he must, within ten days after the issuance of the notice, deliver to the county administrator a written request for a hearing.

(c) If a written request for a hearing to contest the validity of such action is delivered to the county administrator within the time limitations imposed in subsection (b) of this section, the matter shall be considered at the next regular meeting following the next regular meeting of the county commission. The applicant or permitted or his representative shall be notified of the time and place of such hearing. No appeal fees or other notices shall be required.

#### **SECTION 9. RENEWAL.**

Permits under this ordinance may be renewed, provided an application for renewal is received by the county administrator or his designee no later than the expiration date of the current permit. Applications received after that date shall be processed as new applications. The county administrator or his designee shall review each application for renewal to determine that the applicant is in full compliance with this Ordinance. If the county administrator or his designee finds that the application for renewal meets such requirements, he shall issue a new permit, provided the appropriate fee for the duration of the permit and for additional representatives, if any, as set forth in Section 5 (b) has been paid. Fingerprints and criminal background investigations shall expire after 12 months and must be renewed prior to the issuance of further permits.

**SECTION 10. RESTRICTED HOURS.**

It shall be unlawful for any person to solicit or canvass in the county between the hours of 7:00 p.m. and the following 9:00 a.m., unless having been specifically requested or invited to do so by the owners or occupants of the private residence sought to be solicited or canvassed.

**SECTION 11. UNWANTED SOLICITATION OR CANVASSING.**

Persons engaged in the activity of soliciting or canvassing are prohibited from entering upon a dwelling or disturbing the occupants of any residence whenever a no soliciting or no canvassing sign has been posted on or adjacent to the entrance to the dwelling or is in prominent view at the entrance of the dwelling, or when the residence is located in a subdivision or neighborhood that has a no soliciting or no canvassing sign posted on or adjacent to the entrance to the subdivision or neighborhood.

**SECTION 12. REQUEST TO LEAVE PREMISES.**

Any person issued a permit to solicit or canvass in accordance with this article shall upon request of any owner or occupant immediately leave the residence or place of business of such owner or occupant.

**SECTION 13. SOLICITING OR CANVASSING IN ROADWAYS.**

It shall be unlawful for any person to solicit or canvass from, in or on any public roads, streets, rights-of-way, medians or safety zones, including sidewalks, in the county.

**SECTION 14. DISCLOSURE; PERMIT CARRIED UPON PERSON AND PRODUCED UPON DEMAND.**

(a) Any person engaging in solicitation or canvassing must clearly and affirmatively state to the person being solicited or canvassed at the initial contact and at all subsequent contacts and before making any other statement or asking any questions, all of the following:

- (1) The identity of the solicitor or canvasser;
- (2) The legal name of the person represented by the solicitor or canvasser;
- (3) The purpose of the solicitation or canvassing;
- (4) The type of goods or services, if applicable, being offered for sale and the method of distribution; and
- (5) The intended uses of the proceeds or contributions.

(b) Any person engaging in solicitation or canvassing in the county must at all times maintain upon his person a copy of the actual permit issued by the county. The permit must be produced for review and inspection upon demand of any person.

**SECTION 15. RECEIPTS.**

(a) Every solicitor shall, upon request, provide written receipts to persons to whom the solicitor has:

- (1) Sold or taken orders for the purchase of goods, merchandise, wares, services, other items of value or for services to be performed in the future; and/or
- (2) Obtained a contribution or donation of funds, property or anything of value or obtained a pledge for any type of future contribution or donation.

(b) The receipt shall reflect:

- (1) The name and business address of the solicitor;
- (2) If different from the solicitor, the name and address of the person for whom the solicitation was made;
- (3) The name and address of the person solicited;
- (4) The nature of the items sold or ordered and the amount thereof; and
- (5) The amount of the contribution or donation or pledge for future contribution or donation and the intended uses thereof.

**SECTION 16. PENALTY.** Any person, firm, or corporation who shall violate any of the provisions of this Ordinance, or who shall fail, neglect or refuse to comply with any order or notice given in pursuance and by authority to this Ordinance shall be guilty of a misdemeanor of the second degree and shall be subject to punishment as prescribed by law.

**SECTION 17. SEVERABILITY.** If any section, subsection, sentence or clause or other provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

**SECTION 18. CODIFICATION.** The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

**SECTION 19.** This Ordinance shall take effect January 1, 2003.

**PASSED AND ADOPTED** by a vote of 4 yeas and 0 nays and 0 absent of the Board of County Commissioners of Santa Rosa County, Florida, ~~on the 14<sup>th</sup> day of~~  
~~November~~, 2002.

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

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

**ATTEST:**

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

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy deposited in the Postal Department of the United States of America for delivery by registered mail to the Secretary of the State of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

Betty J. Pullum Family YMCA, 2379 Pawnee Drive, Navarre, FL 32566

Event: Healthy Kids Day One Mile Race

Purpose: To provide a family event for the community and promote healthy living and youth development, through exercise, to children.

Date: Saturday, February 22<sup>nd</sup>

Course: Out and Back. Starting at the intersection of High School Rd, Pawnee Drive and Deer Lane, the course would head west down High School Road for .5 miles then turn around and return to the start. See attached for diagram of race route.

Time: 9:30am-10:00am

Contact: Doug Johnson, Program Director, 936-0049 [djohnson@ymcanwfl.org](mailto:djohnson@ymcanwfl.org)

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SHOP NOW >

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RIGHT STUFF. LOW PRICE. EVERYDAY!

(<http://mvp.mapmyrun.com>)

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DISCOVER (/US/)

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Doug (/my\_home/)

(/IMPROVE/)

Choose map location

2379 Pawnee Drive, N:

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Route Details

Choose an Activity

\*

Name this map

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SAVE ROUTE

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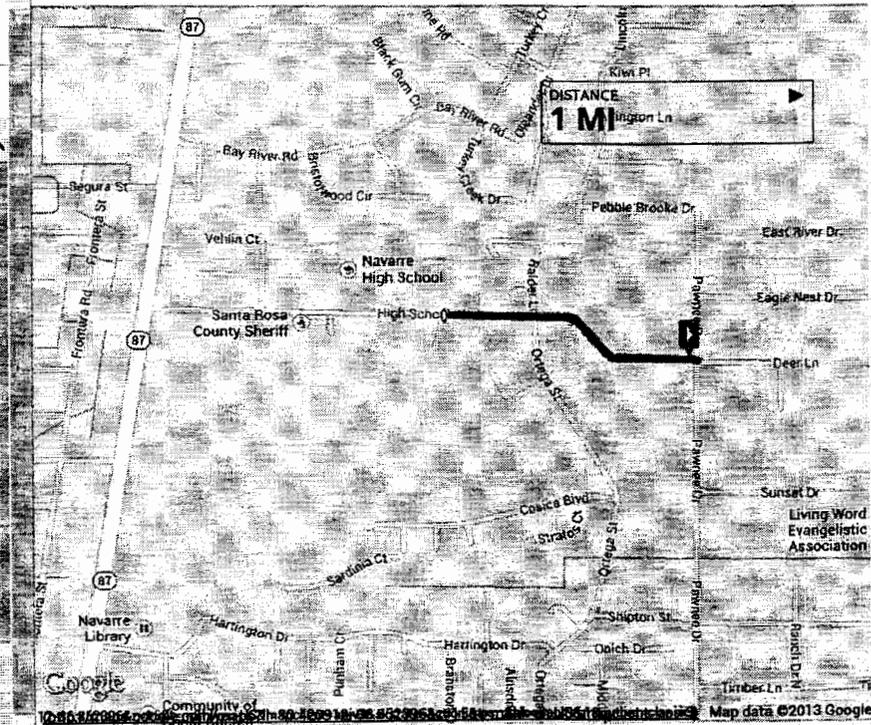
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Directions / Notes

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Try Route Genius for fresh local routes of your target distance. (/maps/auto\_route/)



Support

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[Elevation](#) [Show elevation with grades](#)

## Hunter Walker

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**From:** David Raney <davidraneypt@yahoo.com>  
**Sent:** Wednesday, December 04, 2013 5:13 PM  
**To:** Hunter Walker; Tony Alexander; wagontrailgang@fairpoint.net; Kate Wilkes <director@floridabeachestorivers.com>  
**Subject:** Re: New 5K event at Navarre Beach, FL

Mr. Walker,

The FPTA NW district council and myself have decided on the event date, time, and route for the "1st Annual: Run Walk or Roll for Mobility-5K. So, we are requesting that the Board of Commissioners consider approving this event. If approval is granted, the event will take place on Saturday March 29, 2014 at 8:00 am (CST). The 5k will start at Navarre Beach Park and then end in the parking lot near Sound Side Park. We will use the following USATF certified course: <http://www.usatf.org/events/courses/maps/showMap.asp?courseID=FL12005EBM> . I have also forwarded this email to Tony Alexander and Kate Wilkes, and Dan Walsh (Chairperson for the FPTA NW District council). Please let me know your thoughts.

Sincerely,

David Raney

On Thursday, November 21, 2013 8:01 AM, Hunter Walker <HunterW@santarosa.fl.gov> wrote:  
 Mr. Raney,

This is feasible and I can help you. Once event time, route, date, etc is determined the Board of Commissioners is asked to approve the use of Gulf Blvd, etc for the event. By copy of this email I am forwarding to Kate Wilkes and Tony Alexander with Tourist Development Council and NB Area Chamber of Commerce for input on the date proposed time and Navarre Beach staff which can help you with rental of the pavilion as mentioned. The time and route seems to be the most used on Navarre Beach and am also copying Sheriff for safety concerns. Hunter

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**From:** David Raney [mailto:davidraneypt@yahoo.com]  
**Sent:** Wednesday, November 20, 2013 9:34 PM  
**To:** Hunter Walker  
**Subject:** New 5K event at Navarre Beach, FL

Dear Mr. Hunter,

I was informed you would be able to help me on the county procedures for organizing a 5k. Myself and the other Florida Physical Therapy Association (FPTA) Northwest District council members of the are wanting to organize a 5k in Navarre, FL on March 29, 2014 at 8 am . We would like the participants to start near the Navarre Beach Park then travel down and back on Gulf Blvd . We are hoping to rent one of the gulf side pavilions, for shelter and restroom access. Does this sound feasible? At this stage of planning we are flexible to change location and date. Will you please let me know of any formal permissions and/or restrictions for this event to take place?

The 5k will likely be named "Run, Walk, or Roll for Mobility 5K". This will be a fundraiser for NW district FPTA. In addition, we will be offering a registration discount to the event participants who donate an assistive device (cane, wheel chair, walker, crutches, etc....) to our district. These devices will then be donated to a non-profit organization(s) who have the means to disperse them those who need it. We are currently researching these organizations.

This will be the first 5k that our district will be organizing. This is also the first 5k that I will helping organize, so any advice is greatly appreciated. Feel free to contact me by phone or email. Thank you for your time and consideration.

Respectfully,

David Raney, DPT  
Serving as Vice Chair for the NW District FPTA council  
Cell # 1-850-293-6818

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

Email scanned by Check Point

No support documentation for this agenda item.

**SANTA ROSA COUNTY COMMISSIONERS**

**2013-14 Chairman Individual Appointments**

<b>Bay Area Resource Council (BARC)</b>	<b>Jim Williamson Bob Cole</b>
<b>Commission on Oil Spill Response Coordination</b>	<b>Lane Lynchard</b>
<b>Defense Support Initiative Committee</b>	<b>Don Salter</b>
<b>Florida Association of Counties Trust (FACT)</b>	<b>Jim Melvin</b>
<b>Florida-Alabama Strategic Task Force (FAST)</b>	<b>Don Salter Lane Lynchard</b>
<b>Gulf Consortium Council</b>	<b>Lane Lynchard Alt.: Jim Melvin</b>
<b>Juvenile Justice Circuit Advisory Board</b>	<b>Lane Lynchard</b>
<b>Juvenile Justice of Santa Rosa County aka: Family Law Agency Group</b>	<b>Jim Williamson</b>
<b>Local Emergency Food &amp; Shelter Program</b>	<b>Bob Cole</b>
<b>Local Mitigation Strategic Steering Committee</b>	<b>Jim Melvin</b>
<b>National Association of Counties (NACo)</b>	<b>Bob Cole</b>
<b>Northwest FL Regional Transportation Planning Organization (RTPO)</b>	<b>Jim Melvin Don Salter Lane Lynchard</b>
<b>FL-Alabama Transportation Planning Organization (TPO)</b>	<b>Jim Williamson Bob Cole Don Salter Jim Melvin Lane Lynchard</b>
<b>Public Safety Coordinating Council</b>	<b>Jim Melvin</b>
<b>Regional Transportation Authority (RTA)</b>	<b>Jim Melvin Don Salter Lane Lynchard</b>

<b>Regional Utility Authority (RUA)</b>	<b>Lane Lynchard Jim Melvin</b>
<b>Representative to Cabinet Vision 2015</b>	<b>Don Salter Alt. Jim Melvin</b>
<b>Restore Council</b>	<b>Jim Melvin Lane Lynchard</b>
<b>Santa Rosa Communications Task Force (ICP)</b>	<b>Don Salter</b>
<b>Santa Rosa County Fair Committee</b>	<b>Bob Cole</b>
<b>Small County Coalition</b>	<b>Jim Melvin Don Salter</b>
<b>SRC Tourist Development Council</b>	<b>Jim Melvin Alt.: Jim Williamson</b>
<b>Transportation Disadvantaged Coordinating Board (TDCB)</b>	<b>Jim Melvin</b>
<b>Tri County Community Council, Inc.      Board Appointee:</b>	<b>Hunter Walker</b>
<b>West Florida Regional Planning Council (WFRPC)</b>	<b>Jim Williamson</b>
<b>Santa Rosa County Law Library Committee</b>	<b>Jim Melvin</b>
<b>Santa Rosa County Canvassing Board</b>	<b>Lane Lynchard Alt.: Don Salter</b>
<b>Blackwater River State Forest Management Plan Advisory Group Study Plan</b>	<b>Don Salter</b>

**Committee/Revised #3: 12-09-13**  
**Board Approval: 12-12-13**

**RESOLUTION NO. 2013 - \_\_\_\_**

**WHEREAS**, Chapter 125, Florida Statutes, authorizes Santa Rosa County to establish Municipal Service Benefit Units for the provision of various facilities, services, projects, and/or improvements; and

**WHEREAS**, the Board of County Commissioners of Santa Rosa County has proposed to establish Municipal Service Benefit Units for the purpose of road paving or construction, road impact construction, storm water improvements, potable water, fire protection, sanitary sewer construction, canal maintenance, street lighting, fire hydrant installation, or any other purpose authorized by law,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Rosa County, Florida:

1. The Board of County Commissioners of Santa Rosa County intends to use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, as provided in Florida Statute 197.3632. Said non-ad valorem assessments shall be implemented for the purposes of road paving or construction, road impact construction, storm water improvements, potable water, fire protection, sanitary sewer construction, canal maintenance, street lighting, fire hydrant installation, or any other purpose authorized by law.
2. Such non-ad valorem assessments are needed in order to fund the above referenced services and facilities and to insure that the citizens who receive the benefit from such services and facilities also contribute to the funding of said services and facilities.
3. All property in the boundaries of Santa Rosa County shall be subject to the above referenced non-ad valorem assessments.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of December, 2013, by a vote of     yeas,     nays, and     absent of the Board of County Commissioners of Santa Rosa County, Florida.

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

**ATTEST:**

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

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



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C  
Milton, Florida 32570-4592

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

Hunter Walker, County Administrator  
Angela J. Jones, County Attorney  
Jayne Bell, OMB Director

## MEMORANDUM

**TO: EMILY SPENCER**

**FROM: ANGELA J. JONES**

**DATE: OCTOBER 14, 2013**

**SUBJECT: ADVERTISING ORDINANCES FOR PUBLIC HEARING**

The following is the heading for the advertisement of the ordinance amending the Tourist Development Tax which is to be heard at the public hearing beginning at 9:30 a.m., December 12, 2013 at the Regular Meeting of the Board of County Commissioners.

**AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, RELATING TO THE SANTA ROSA COUNTY TOURIST DEVELOPMENT DISTRICT LEVYING AN ADDITIONAL 1% TAX FOR A TOTAL OF 5% TAX ON EACH WHOLE AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL RENTAL CHARGED EVERY PERSON WHO RENTS, LEASES OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL, APARTMENT HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMING HOUSE, TOURIST OR TRAILER CAMP, OR CONDOMINIUM, FOR A TERM OF SIX MONTHS OR LESS IN THE ENTIRE SANTA ROSA COUNTY TOURIST DEVELOPMENT DISTRICT; PROVIDING TAX SHALL APPLY TO FAIR MARKET VALUE OF PROPERTY OR CONSIDERATION RECEIVED IN LIEU OF RENTS; PROVIDING FOR THE COLLECTION AND DISBURSEMENT THEREOF; PROVIDING FOR VIOLATIONS AND PENALTIES; PROVIDING FOR THE TAX LEVIED TO CONSTITUTE A LIEN ON THE PROPERTY OF THE LESSEE, CUSTOMER OR TENANT; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

ORDINANCE NO. 2013 - \_\_\_\_

**AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, RELATING TO THE SANTA ROSA COUNTY TOURIST DEVELOPMENT DISTRICT LEVYING AN ADDITIONAL 1% TAX FOR A TOTAL OF 5% TAX ON EACH WHOLE AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL RENTAL CHARGED EVERY PERSON WHO RENTS, LEASES OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL, APARTMENT HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMING HOUSE, TOURIST OR TRAILER CAMP, OR CONDOMINIUM, FOR A TERM OF SIX MONTHS OR LESS IN THE ENTIRE SANTA ROSA COUNTY TOURIST DEVELOPMENT DISTRICT; PROVIDING TAX SHALL APPLY TO FAIR MARKET VALUE OF PROPERTY OR CONSIDERATION RECEIVED IN LIEU OF RENTS; PROVIDING FOR THE COLLECTION AND DISBURSEMENT THEREOF; PROVIDING FOR VIOLATIONS AND PENALTIES; PROVIDING FOR THE TAX LEVIED TO CONSTITUTE A LIEN ON THE PROPERTY OF THE LESSEE, CUSTOMER OR TENANT; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance 91-25, a 2% Tourist Development Tax was implemented for the South Santa Rosa County Tourist Development District;

WHEREAS, pursuant to Ordinance 96-17, such tax was increased to 3%;

WHEREAS, pursuant to Ordinance 98-14, the Tourist Development Tax was adopted for all of Santa Rosa County but only 2% for the expanded area because the expanded area did not then qualify for a 3% levy; and

WHEREAS, pursuant to Ordinance 2002-26, the 3% Tourist Development Tax was implemented for the expanded area; and

WHEREAS, pursuant to Ordinance 2006-08, such tax was increased to 4%; and

WHEREAS, Santa Rosa County desires to increase the tourist development tax to 5% countywide pursuant to F.S 125.0104(3)(n).

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

**SECTION 1.** Pursuant to Section 125.014(3)(n), Florida Statutes, there is hereby levied and imposed an additional 1% tourist development tax in addition to the current 4%, for a total of 5%. Said tax shall be collected in the entire area of Santa Rosa County. The additional 1% tax shall be collected in the same method and under the same provisions as provided in Santa Rosa County Ordinances 91-25 and 94-03.

**SECTION 2. FAILURE TO COLLECT TAX - VIOLATION; PENALTIES.** Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

**SECTION 3. TAX TO CONSTITUTE A LIEN.** The tax hereby levied shall constitute a lien on the property of the lessee, customer, or tenant in the same manner as, and shall be collectible as are, liens authorized and imposed in Sections 713.67, 713.68, and 713.60, Florida Statutes.

**SECTION 4. CODIFICATION.** The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect June 1, 2014.

**PASSED AND ADOPTED** by a vote of \_\_ yeas and \_\_ nays and \_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the \_\_ day of December, 2013.

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

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

**ATTEST:**

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

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy deposited in the Postal Department of the United States of America for delivery by registered mail to the Secretary of the State of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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



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

Preliminary  
Engineers Report  
December 9, 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 December 12, 2013 at 9:00 a.m. in Milton, Florida.

1. Discussion of the Navarre Beach Dune Restoration project - Michael Walther/ Coastal Tech. (Attachment A)
2. Discussion of Change Order No. 3 to the contract with A.E. New, Jr., Inc. for the Agriplex reducing the contract amount by \$179,423.30 which results in a savings of \$10,344.73. (Attachment B)
3. Discussion of Local Agency Program (LAP) Agreement with FDOT for the design of sidewalks on the north side of Old U.S. 90 starting at the Blackwater Heritage Trail and ending at Henry Street. (Attachment C)
4. Discussion of priority ranking for U.S. 98 and U.S. 90 Corridor Management Projects as required by FDOT to be included in the work program for funding, design, and construction. (Attachment D)
5. Discussion of award for the Navarre Beach Water Main Rehabilitation project to Pensacola Concrete Construction in the amount of \$186,329.56. (Attachment E)
6. Discussion of Task Order 13-1 with SCS Engineers for landfills semi-annual water quality sampling. (Attachment F)
7. Discussion of requesting FDOT conduct traffic signal warrant study for SR87 and Hickory Hammock Road intersection.
8. Recommend approval of Final Plat for The Preserve, a 299 lot subdivision of a portion of Section 7, Township 1 North, Range 27 West, Santa Rosa County, Florida. (Working District 4)

Location:                      ½ mile, more or less, West on U.S. 90 from Highway 87 South, South on Persimmon Hollow Road, property is on the West side.

9. Recommend approval of Final Plat for Willow Glen Phase 2A, a 23 lot subdivision of a portion of Section 28, Township 2 North, Range 28 West, Santa Rosa County, Florida.  
(Working District 3)

Location: 1-1/2 miles, more or less, East on Berryhill Road from Five Points, North on Luther Fowler Road, property on the West side of Luther Fowler Road.

10. Recommend approval of Final Plat for Pace Mill Creek Phase Two, a private 27 lot subdivision of a portion of Section 33, Township 2 North, Range 29 West, Santa Rosa County, Florida.  
(Working District 1)

Location: 2-1/2 miles, more or less, North on Chumuckla Highway from U.S. 90, Northeast on Education Drive, Southeast on Pace Mill Way, South on Grist Mill Circle.

11. Recommend approval of Paved Road and Drainage Maintenance of the Cornell Road Paving MSBU project located in District 5.

Auburn Parkway	300 LF±
Cornell Drive	1,415 LF±
Georgetown Court	652 LF±

## Executive Summary

In 2006 Santa Rosa County (County) completed the initial restoration of Navarre Beach via placement of almost 3 million cubic yards of sand along 4.1 miles of beach. At this time, the County has formulated a design and is actively seeking permits to provide for a proposed re-nourishment to maintain the beach and dune. This document addresses potential funding sources for the re-nourishment construction (*Project*) – expected to occur in 2014 or 2015 – dependent upon the timing for obtainment of permits and funding.

The County has applied for state and federal permits for *Project*, which entails the placement of 1.3 million cubic yards of sand over the 4.1 miles of shoreline restored in 2006. The *Project's* most recent total Probable Construction Costs are estimated at \$15,094,784.

Federal funding is possible as an “individual project authorization” via a ten step process by and between the County, the US Congress and the U.S. Army Corps of Engineers. This process includes a Reconnaissance Study, a Feasibility Study and Pre-Construction Engineering & Design before construction commences. Authorization and appropriation for a federal Navarre Beach project could yield up to 100% of Reconnaissance Study costs, 50% of Feasibility Study costs and up to 65% of construction costs. However, the ten step process would likely require a minimum of 9 years – with no guarantee of federal funding for future maintenance of the *Project*.

State funding was obtained for the 2006 initial restoration project – at 58% of costs for that project. State funding for beach projects is awarded on a competitive basis and is limited by the appropriations of the Florida legislature. The County has applied for maximum state funding for this *Project* at 48.23% - as slightly limited by public access from the maximum of 50%. However, preliminary scoring by the state ranks the *Project* at 26<sup>th</sup> out of 39 projects. This ranking would require a FY 2014-2015 legislative appropriation of at least \$43.3 million for beach projects to include state funding for the *Project*. State appropriations for beach projects have averaged less than \$30 million for the past 5 years.

With or without federal or state funding, a local share of costs is anticipated. Local funding options for the *Project* include: General Fund revenues, increasing the Transient Tax, a Municipal Services Benefit Unit (MSBU), a Navarre Bridge toll and an increase of the County's sales surtax. The County's General Fund may be a viable source, but could be problematic due to the downward trend in *ad valorem* tax collections of the past years and competing County needs. A potential increase in the Transient Tax might yield approximately \$300,000 per year, which appears feasible to at least partially fund the *Project*. An MSBU was formed to generate the local share of costs for the 2006 initial restoration project. The creation of another MSBU is feasible but the Navarre Beach Leaseholders' Association has voiced its objections to another MSBU. A potential Navarre Bridge toll at \$1 might yield up to \$684,000 per year. Lastly, a potential increase in the County's sales surtax by 0.5% could yield approximately \$6 million per year.

For comparison, funding mechanisms for beach projects in other Florida Panhandle counties and two peninsular counties were reviewed. Of these communities, the transient tax or Tourist Development Tax was the most common local funding mechanism, followed by MSBUs; St. Lucie County uses *ad valorem* taxes via an Erosion Control District and a Special Assessment District (equivalent to an MSBU) to fund beach projects.

To conclude the mechanism to generate the local share of *Project* costs, it is expected that the County Commission will consider and identify the appropriate funding mechanism to implement the *Project*.



# AIA Document G701™ - 2001

## Change Order

<b>PROJECT (Name and address):</b> Santa Rosa County Agriplex Center 8604 Bobby Brown Road Milton, FL 32583	<b>CHANGE ORDER NUMBER:</b> 002 Oc 3 <b>DATE:</b> 10/17/2013	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> A. E. New, Jr., Inc. 460 Van Pelt Lane Pensacola, FL 32505	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Deduct for owner direct purchases / sales tax savings: (\$179,423.30)

The original Contract Sum was	\$ 1,230,000.00
The net change by previously authorized Change Orders	\$ -325,344.80
The Contract Sum prior to this Change Order was	\$ 904,655.20
The Contract Sum will be decreased by this Change Order in the amount of	\$ 179,423.30
The new Contract Sum including this Change Order will be	\$ 725,231.90

The Contract Time will be increased by Twenty-Eight (28) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 10/10/13

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Bay Design Associates Architects</u> <b>ARCHITECT (Firm name)</b>	<u>A. E. New, Jr., Inc.</u> <b>CONTRACTOR (Firm name)</b>	<u>Santa Rosa County</u> <b>OWNER (Firm name)</b>
<u>720 Bayfront Parkway, Suite 200</u> <u>Pensacola, FL 32502</u> <b>ADDRESS</b>	<u>460 Van Pelt Lane</u> <u>Pensacola, FL 32505</u> <b>ADDRESS</b>	<u>6495 Caroline Street, Suite M</u> <u>Milton, FL 32570</u> <b>ADDRESS</b>
<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>
<u>STEVE JERISON</u> <b>(Typed name)</b>	<u>Will Errington</u> <b>(Typed name)</b>	<u></u> <b>(Typed name)</b>
<u>10-31-2013</u> <b>DATE</b>	<u>10-30-13</u> <b>DATE</b>	<u></u> <b>DATE</b>

SRC AGRIPLEX CENTER  
OWNER DIRECT PURCHASES / SALES TAX SAVINGS

CHANGE ORDER #02

VENDOR	PO NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	SALES TAX	SUR TAX	TOTAL
American Concrete Supply	13005053	29452	5/31/2012	\$ 4,855.50	\$ 291.33	\$ 24.28	\$ 5,171.11
		1713	7/9/2013	\$ 166.00	\$ 9.96	\$ 0.72	\$ 176.68
		1666	7/12/2013	\$ 4,731.00	\$ 283.86	\$ -	\$ 5,014.86
		1577	6/20/2013	\$ 31,239.00	\$ 1,874.34	\$ -	\$ 33,113.34
		2005	7/25/2013	\$ 415.00	\$ 24.90	\$ -	\$ 439.90
		2047	7/26/2013	\$ 29,529.00	\$ 1,771.74	\$ -	\$ 31,300.74
		2199	8/1/2013	\$ 83.00	\$ 4.98	\$ -	\$ 87.98
		2729	8/21/2013	\$ 747.00	\$ 44.82	\$ -	\$ 791.82
		2797	8/23/2013	\$ 913.00	\$ 54.78	\$ -	\$ 967.78
		<b>Subtotal</b>				<b>\$ 72,678.50</b>	<b>\$ 4,360.71</b>
Block USA	13004312	9426899354	8/29/2013	\$ 109.25	\$ 6.56	\$ 0.55	\$ 116.36
		9426899355	8/29/2013	\$ 1,258.14	\$ 75.49	\$ 6.29	\$ 1,339.92
		9426899356	8/29/2013	\$ 2,242.87	\$ 134.57	\$ 11.21	\$ 2,388.65
		9426899353	8/29/2013	\$ 2,495.06	\$ 149.70	\$ 6.95	\$ 2,651.71
		9426899357	8/29/2013	\$ 2,265.22	\$ 135.91	\$ -	\$ 2,401.13
		9426899608	8/29/2013	\$ 364.80	\$ 21.89	\$ -	\$ 386.69
		9427083410	9/26/2013	\$ 119.32	\$ 7.16	\$ -	\$ 126.48
<b>Subtotal</b>				<b>\$ 8,854.66</b>	<b>\$ 531.28</b>	<b>\$ 25.00</b>	<b>\$ 9,410.94</b>
Fire Sprinkler Supply	13008038	65450	9/5/2013	\$ 6,548.89	\$ 392.93	\$ 25.00	\$ 6,966.82
<b>Subtotal</b>				<b>\$ 6,548.89</b>	<b>\$ 392.93</b>	<b>\$ 25.00</b>	<b>\$ 6,966.82</b>
Nufab Rebar	13004199	3067630	4/19/2013	\$ 9,409.44	\$ 564.57	\$ 25.00	\$ 9,999.01
		3068536	4/26/2013	\$ 3,351.00	\$ 201.06	\$ -	\$ 3,552.06
<b>Subtotal</b>				<b>\$ 12,760.44</b>	<b>\$ 765.63</b>	<b>\$ 25.00</b>	<b>\$ 13,551.07</b>
Slone Doors	13004197	131239	7/1/2013	\$ 606.00	\$ 36.36	\$ 3.03	\$ 645.39
		131250	7/11/2013	\$ 4,400.00	\$ 264.00	\$ 21.97	\$ 4,685.97
		131341	8/13/2013	\$ 5,261.80	\$ 315.71	\$ -	\$ 5,577.51
		131199	6/27/2013	\$ 680.00	\$ 40.80	\$ -	\$ 720.80
<b>Subtotal</b>				<b>\$ 10,947.80</b>	<b>\$ 656.87</b>	<b>\$ 25.00</b>	<b>\$ 11,629.67</b>
Smith Ironworks	13004200	47039	2/18/2013	\$ 500.00	\$ 30.00	\$ 2.50	\$ 532.50
		47301	4/22/2013	\$ 11,065.00	\$ 663.90	\$ 22.50	\$ 11,751.40
<b>Subtotal</b>				<b>\$ 11,565.00</b>	<b>\$ 693.90</b>	<b>\$ 25.00</b>	<b>\$ 12,283.90</b>
Southern Standard Equipment	13007860	1301-01	8/26/2013	\$ 6,100.00	\$ 366.00	\$ 25.00	\$ 6,491.00
<b>Subtotal</b>				<b>\$ 6,100.00</b>	<b>\$ 366.00</b>	<b>\$ 25.00</b>	<b>\$ 6,491.00</b>
Stuart C. Irby	13006496	S007645024.002	7/1/2013	\$ 586.97	\$ 35.22	\$ 2.93	\$ 625.12
		S007645024.006	7/2/2013	\$ 88.87	\$ 5.33	\$ 0.44	\$ 94.64
		S007645024.007	7/2/2013	\$ 1,237.83	\$ 74.27	\$ 6.19	\$ 1,318.29
		S007645024.008	7/2/2013	\$ 812.53	\$ 48.75	\$ 4.06	\$ 865.34
		S007645024.010	7/3/2013	\$ 1,396.38	\$ 83.78	\$ 6.98	\$ 1,487.14
		S007658497.001	7/8/2013	\$ 9.13	\$ 0.55	\$ 0.05	\$ 9.73
		S007645024.020	7/26/2013	\$ 2,190.26	\$ 131.42	\$ 4.35	\$ 2,326.03
		S007645024.018	7/26/2013	\$ 415.95	\$ 24.96	\$ -	\$ 440.91
		S007645024.017	7/26/2013	\$ 533.16	\$ 31.99	\$ -	\$ 565.15
		S007645024.014	7/26/2013	\$ 825.05	\$ 49.50	\$ -	\$ 874.55
		S007645024.013	7/26/2013	\$ 14,636.06	\$ 878.16	\$ -	\$ 15,514.22
		S007645023.002	7/26/2013	\$ 4,689.78	\$ 281.39	\$ -	\$ 4,971.17
		S007658688.002	7/30/2013	\$ 955.61	\$ 57.34	\$ -	\$ 1,012.95
		S007645024.024	8/1/2013	\$ 5,828.62	\$ 349.72	\$ -	\$ 6,178.34
		S007645024.023	8/1/2013	\$ 108.54	\$ 6.51	\$ -	\$ 115.05
		S007658688.006	8/6/2013	\$ 1,425.12	\$ 85.51	\$ -	\$ 1,510.63
		S007658688.005	8/6/2013	\$ 3,863.42	\$ 233.01	\$ -	\$ 4,116.43
<b>Subtotal</b>				<b>\$ 39,623.28</b>	<b>\$ 2,377.41</b>	<b>\$ 25.00</b>	<b>\$ 42,025.69</b>
<b>TOTALS</b>				<b>\$ 169,078.57</b>	<b>\$ 10,144.73</b>	<b>\$ 200.00</b>	<b>\$ 179,423.30</b>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: 433575-1-38-01	Fund: SE, STP	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: (58) Santa Rosa	Contract No: _____	Vendor No: VF596000842010
Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 77-906-6444		

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Santa Rosa County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of the Old US 90 Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) A, B, C & 1 are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Inactivity and Removal of Any Unbilled Funds**

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

### **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2014. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 28,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**FPN: 433575-1-38-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Santa Rosa County B.O.C.C.

**PROJECT LOCATION:**

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

**PROJECT DESCRIPTION:**

This is a Transportation Alternative project to design a 5' sidewalk on the north side of Old US 90 starting at the Blackwater Heritage Trail and proceeding east ending at Henry Street. A sidewalk will also be constructed to connect the T. R. Jackson School.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by December 31, 2014.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

This project will be designed within existing right of way.

No work shall begin until a Notice to Proceed is issued by the Department.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the design **not to exceed \$28,000**.

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

<b>AGENCY NAME &amp; BILLING ADDRESS</b> Santa Rosa County BOCC 6495 Caroline Street Milton, FL 32570	<b>FPN: 433675-1-38-01</b>
--	----------------------------

**PROJECT DESCRIPTION**

Name: Old US 90 Sidewalk Length: .750 miles

Termini: Blackwater Heritage Trail to Henry Street

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total Planning Cost	_____	_____	_____
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total PD&E Cost	_____	_____	_____
<b>Design</b> FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Design Cost	_____	_____	_____
<b>Right-of-Way</b> FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Right-of-Way Cost	_____	_____	_____
<b>Construction</b> FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Construction Cost	_____	_____	_____
<b>Construction Engineering and Inspection (CEI)</b> FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total CEI Cost	_____	_____	_____
<b>Total Construction and CEI Costs</b>	_____	_____	_____
<b>TOTAL COST OF THE PROJECT</b>	<b>\$28,000</b>	<b>\$0</b>	<b>\$28,000</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

## **CORRIDOR MANAGEMENT PROJECTS**

### **US HWY 98**

#### **PROJECT PRIORITIZATION**

#### **DESCRIPTION OF TOP 10 PROJECTS**

1. Harvard Drive – Convert median opening to directional east & west bound.
2. Oriole Beach Road – Extend east bound left turn lane.
3. Bal Alex Avenue – Convert median opening to directional east bound.
4. Concorde Presbyterian Church – Convert median opening to directional west bound.
5. Sunrise Drive – Extend west bound left turn lane.
6. Constitution Drive/Sea Lark Lane – Close median opening.
7. Magnolia Manor Drive – Convert median opening to directional east bound.
8. Village Parkway – Add west bound left turn lane.
9. Navarre School Road/Thresher Drive – Add south bound right turn lane at Navarre School Road, Add east bound right turn lane at Thresher Drive, Add additional school zone signage near Navarre School Road.
10. El Rito/Burger King – Realign El Rito Drive with east entrance to Bealls, close median opening 250' east of El Rito Drive at Burger King.

# CORRIDOR MANAGEMENT PROJECTS US HWY 98 PROJECT PRORITIZATION

## TRAFFIC VOLUME (2010 AADT on segment)

Volume	Points
15,000 or less	1
15,001 - 20,000	2
20,001 - 25,000	3
25,001 - 30,000	4
30,001 or higher	5

## Safety Rating

Number of crashes	Points
1-2	1
3-4	2
5-6	3
7-8	4
9 or more	5

## Intersection LOS

2017 LOS Indicated (worst case)	Points
None shown or A	0
B	1
C	2
D	3
E	4
F	5

## Speed

MPH	Points
55	5
45	3
35	1

## Traffic Type

Type	Points
Non-commercial	4
Commercial	2

Project within 1,000 ft of Major Collector Intersection +3 points

LOCATION	TRAFFIC VOLUME	SAFETY RATING	INTERSECTION LOS	SPEED	TRAFFIC TYPE	PROXIMITY TO MAJOR COLLECTOR INTERSECTION	TOTAL POINTS
Sunrise Drive	5	5	5	5	4	0	24
Navarre School Road/Thresher Drive	5	5	5	3	4	0	22
El Rito/Burger King	5	5	5	3	4	0	22
Country Club Drive/Greenbriar Parkway	5	5	5	3	4	0	22
Brooke Beach Drive	5	1	2	5	4	0	17
Constitution Drive/Sea Lark Lane	5	5	5	5	4	0	24
Harvard Drive	5	5	5	3	4	3	25
Median 500' west of El Rito	5	5	5	3	4	0	22
Median 350' east of College Parkway	5	5	5	3	4	0	22
Median at Days Inn/Beach Pails & Tails	5	5	5	3	2	0	20
Oriole Beach Road	5	5	5	3	4	3	25
Median at Wendys east of Grand Ridge Circle	5	5	5	3	2	0	20
Magnolia Manor Drive	5	4	5	5	4	0	23
Bal Alex Avenue	5	3	5	5	4	3	25
Alpine Drive	5	4	5	3	4	0	21
Sunny Oaks Street	5	1	1	5	4	0	16
Abercrombie Road	5	3	2	5	4	0	19
Village Parkway	5	4	1	5	4	3	22
Serosa Drive	5	4	5	5	4	0	23
Janet Street	5	1	3	5	4	0	18
Villa Woods Circle	5	3	5	3	4	0	20
Median at Waterworx Carwash east of Rancho Villa Dr	5	4	5	3	2	3	22
American Avenue	5	5	2	5	4	0	21
Fuller Drive	5	4	1	5	4	0	19
Zoo Intersection	5	3	2	5	2	0	17
Smugglers Cove	5	1	1	5	4	0	16
Jeannie Street	5	2	3	5	4	0	19
IHOP Entrance	5	5	5	3	2	0	20
Candlewood Drive	5	3	5	5	4	0	22
Median 800' west of College Parkway	5	1	5	3	4	0	18
Cayo Grande Apartments	5	0	5	3	4	0	17
Calle De Palencia	5	1	3	5	4	0	18
Concorde Presbyterian Church	5	5	5	5	2	3	25

## **CORRIDOR MANAGEMENT PROJECTS**

### **US HWY 90**

#### **PROJECT PRIORITIZATION**

#### **DESCRIPTION OF TOP 10 PROJECTS**

1. Santa Villa Traffic Signal – Construct EB left turnlane and add traffic signal at intersection.
2. Bell Lane Re-alignment – Shift Bell Lane slightly to the west to line up intersection to allow for simultaneous left turns speeding up intersection flow.
3. Oak Plaza to Vicksburg – Close a median opening and add EB left turnlane into Country Village Apts.
4. Pace Professional Park – Add WB right turnlane and narrow driveways at Dandy's Country Market and Taco Bell to the east.
5. Bostic Lane – Add EB left turnlane.
6. Chavers Street – Construct EB and WB left turnlanes and combine driveway into Milton Motor Works and Pep Boys Automotive on south side of Hwy 90.
7. Summerdale Drive – Add EB directional median opening into Summerdale utilizing existing left turnlane. This will eliminate the need for a very short u-turn to get into Summerdale. The median opening at Idlewood remains.
8. 5<sup>th</sup> Avenue – Construct EB right turnlane.
9. W. FL Baptist / National Cremation – construct WB left turnlane to meet current standards. There is currently a very short taper at this median opening.
10. Big T / KFC / Captain D's – Narrow median opening to prevent conflict with many vehicles staging and blocking oncoming traffic. Narrow extremely wide driveways at each business to prevent random access which causes accidents.

# CORRIDOR MANAGEMENT PROJECTS

## US HWY 90

### PROJECT PRORITIZATION

#### TRAFFIC VOLUME (2017 AADT on segment)

Volume	Points
15,000 or less	1
15,001 - 20,000	2
20,001 - 25,000	3
25,001 - 30,000	4
30,001 or higher	5

#### Safety Rating

Number of crashes	Points
1-2	1
3-4	2
5-6	3
7-8	4
9 or more	5

#### Intersection LOS

2017 LOS Indicated (worst case)	Points
None shown or A	0
B	1
C	2
D	3
E	4
F	5

#### Speed

MPH	Points
55	5
45	3
35	1

#### Traffic Type

Type	Points
Non-commercial	4
Commercial	2

Project within 1,000 ft of Major Collector Intersection +3 points

LOCATION	TRAFFIC VOLUME	SAFETY RATING	INTERSECTION LOS	SPEED	TRAFFIC TYPE	PROXIMITY TO MAJOR COLLECTOR INTERSECTION	TOTAL POINTS
3rd Avenue	5	1	0	3	4	0	13
5th Avenue	5	2	0	3	4	0	14
Pace Professional Park	5	2	0	3	2	3	15
Oak Plaza to Vicksburg Drive	5	3	0	3	4	3	18
Trailer Trail	5	0	0	3	4	0	12
Summerdale Drive	5	3	0	3	4	0	15
Bell Lane / School Lane Re-alignment	5	5	1	3	4	3	21
Santa Villa Traffic Signal	5	2	5	5	4	0	21
Bostic Lane	5	1	0	5	4	0	15
W. FL Baptist / National Cremation	5	2	0	5	2	0	14
Liberty Plaza / Raceway	5	1	0	3	2	3	14
Big T / KFC / Captain D's	5	3	0	1	2	3	14
Ace's / Church's Fried Chicken	5	1	0	1	2	0	9
Chavers Street	5	3	2	1	4	0	15
Regions Bank	5	1	0	1	2	3	12
Firestone	2	0	1	1	4	3	11



December 3, 2013

470100.03.36.BP

Mr. Roger Blaylock, P.E.  
County Engineer  
Santa Rosa County, FL  
6051 Old Baghdad Highway, Suite 300  
Milton, FL 32583

Subject: Navarre Beach Mainland Water Main Rehabilitation Bid Evaluation

Dear Mr. Blaylock:

We have completed our review of the bids received and publicly read on November 26, 2013, for the above-referenced project. Bids were received from three general contractors and two of the contractors submitted bids for each of the two construction methods allowed in the contract documents. The names of the submitting contractor and their corresponding bid amounts are summarized below:

Rehabilitation Method A – Slip-lining of Existing Water Main:

- Pensacola Concrete Construction Company – \$186,329.56
- Utility Service Company – \$192,975.50
- IPR Southeast – \$269,765

Rehabilitation Method B – Open Cut Replacement of Existing Water Main

- Pensacola Concrete Construction Company – \$285,281
- Utility Service Company – \$292,820

The apparent low, responsive, responsible bidder is Pensacola Concrete Construction Company (PCC). CH2M HILL has reviewed the bid package submitted by PCC and contacted references that were included in the bid package for previous projects that PCC performed in the area. The bid form and supporting documentation appears to be complete, and the references that were contacted indicated that PCC completed their work in a satisfactory manner. Based on a comparison of the two methods of construction with respect to costs, ease of construction, and impacts to businesses in the area of the water main, CH2M HILL recommends Rehabilitation Method A – Slip-lining of Existing Water Main.

Therefore, pending final review by the County's attorney, CH2M HILL recommends award of the contract to PCC for Rehabilitation Method A - Sliplining of Existing Water Main for the bid amount of \$186,329.56.

If you should have any questions regarding our recommendation, please do not hesitate to contact me.

Sincerely,

CH2M HILL

A handwritten signature in cursive script that reads "William J. Klaus".

William J. Klaus, P.E.  
Project Manager

c: Michael Schmidt/Santa Rosa County



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

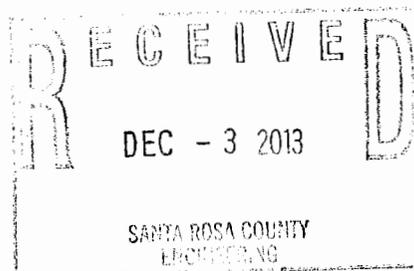
**To:** Hunter Walker, County Administrator  
**From:** Jerrel Anderson, P. E., Environmental Manager *JCA*  
**Thru:** Roger Blaylock, P.E., County Engineer *Rog*  
**Date:** December 3, 2013  
**Re:** Task Order- SCS Engineers- Semi- Annual Water Quality Sampling

**Background:** In compliance with FDEP permitting specifications, water quality sampling is required for Central and all the closed landfills.

**Situation:** Water quality sampling is conducted at Central and the three closed landfills. Once samples have been collected, they must be submitted to a certified laboratory with specific documentation. Upon receipt, the analytical data is then returned to Santa Rosa County Environmental for processing and evaluation.

**Request:** Approval to begin sampling under the provisions of Task Order No. 13-1 for a fee of \$59,975.

JA/am



**CENTRAL LANDFILL CLASS I & CLASS III  
HOLLEY LANDFILL  
TASK ORDER No. 13-1**

**Sampling and laboratory Analysis for Central Landfill Class I & Class III, and  
Holley Landfills  
Santa Rosa County, Florida**

**TO INCLUDE**

**2<sup>nd</sup> Semi-Annual 2013 and 1<sup>st</sup> Semi-Annual 2014 water quality sampling and laboratory analysis, and preparation and submittal of groundwater monitoring report to the Florida Department of Environmental Protection.**

THIS AMENDED TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 8, 2011 (AGREEMENT), BETWEEN THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS AND SCS ENGINEERING, INC. WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO CLASS I CENTRAL LANDFILL.

**SCOPE OF SERVICES**

SCS Engineers (SCS) will subcontract to a County approved professional sampling firm, RDH Environmental (RDH)), the 2<sup>nd</sup> semi-annual groundwater sampling event for 2013 (November 2013); the 1<sup>st</sup> semi-annual groundwater sampling event for 2014 (May 2014); the associated annual sampling event for leachate sampling sites (May 2014); and subcontract to an approved environmental laboratory, Pace Analytical (Pace), the associated laboratory analyses for the three subject landfills.

**Task 1 – 2<sup>nd</sup> 2013 Sampling & Analysis**

SCS will coordinate sampling and laboratory analyses for monitoring of water quality for the 2<sup>nd</sup> semi-annual monitoring events of 2013.

**Task 2 – Analytical Data Deliverable**

SCS will review and produce the 2<sup>nd</sup> semi-annual monitoring events' laboratory data received from Pace Analytical. SCS will prepare and submit monitoring report data deliverables to the FDEP on behalf of Santa Rosa County.

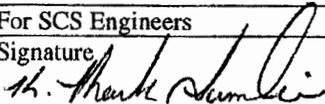
**Task 3 – 1st 2014 Sampling & Analysis**

SCS will coordinate sampling and laboratory analyses for monitoring of water quality for the 1st semi-annual monitoring events of 2014.

**Task 4 – Analytical Data Deliverable**

SCS will review and produce the 1st semi-annual monitoring events' laboratory data received from Pace Analytical. SCS will prepare and submit monitoring report data deliverables to the FDEP on behalf of Santa Rosa County.

**Lump Sum Fee of \$57,975.00**

FEE (Lump Sum)	\$57,975.00
PERIOD OF SERVICE	2013-2014
AUTHORIZATION TO PROCEED	
TERMINATION OF TASK ORDER	
<b>AUTHORIZED REPRESENTATIVES</b>	
For Santa Rosa County	For SCS Engineers
Signature	Signature 
Printed Name:	Printed Name: K. Mark Tumlin, MBA
Address: 6495 Carolina St., Suite M, Milton, FL 32570	Address: 4041 Park Oaks Blvd, Suite 100 Tampa, FL 33610
Telephone: 850.983.1877	Telephone: 813.621.0080
ATTEST:	

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:**  
December 9, 2013, 9:00 A.M.

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## AGENDA

### Development Services

1. Recommend approval of the SHIP second mortgage subordination request for the property located at 4438 Lilly Circle, Milton.



# Santa Rosa County Development Services



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

**Tony Gomillion**  
Public Service Director

**Rhonda C. Royals**  
Building Official

**TO:** Board of County Commissioners

**FROM:** Erin Malbeck  
Housing Program Coordinator

**THROUGH:** Beckie Cato

**DATE:** December 2, 2013

**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Second Mortgage Subordination Request  
4438 Lilly Circle, Milton, FL 32570  
18-1N-28-0585-00A00-0020

**RECOMMENDATION:**

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$116,207

**BACKGROUND:**

SHIP Second Mortgage: \$10,000.00  
 Recorded: 3/3/2009  
 Purpose: SHIP First Time Homebuyer Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 5.5% to 4.5%.

Current monthly principal and interest: \$682.48  
 Proposed monthly principal and interest: \$588.27

The refinance and subordination request meets established guidelines and will:

- Reduce the mortgage interest rate.
- Reduce the monthly mortgage payment.
- Not provide any cash out.

AGENDA  
PUBLIC WORKS COMMITTEE

December 9, 2013

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Cole

1. Discussion of paving the western 1565 feet of Molino Bridge Road in working District Three at an estimated cost of \$18,770.00.
2. Discussion of resurfacing the following roads in working District Three at an estimated cost of \$261,074.00:

Hickory Flats Road (*CR 182 to Squigley Rd*)

Pineview Church Road (*northern 3620 ft.*)

Enfinger Road

Nowling Road (*eastern 675 ft*)

New York Street (*Farm Road to Annie Penton Road*)

Wallace Lake Road (*both sides of Ten Mile Creek Bridge*)

Travis Bynum Road (*southern 3,835 ft*)

3. Discussion of request from the Santa Rosa Shores Homeowners Association for two multi-way stop intersections on Redwood Lane at Santa Rosa Drive and Cypress Lane.



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

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

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

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

December 4, 2013

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

Dear Mr. Salter:

The estimated cost for paving the western 1565 feet of Molino Bridge Road in working District Three is \$18,770.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Avis Whitfield", is written over a horizontal line.

Avis Whitfield  
Public Works Director

AW/tt



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

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

2

**AVIS WHITFIELD**  
Director of Public Works  
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Fax 623-1331

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

December 4, 2013

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

Dear Mr. Salter:

Please find listed below the estimated cost for resurfacing the following roads in District Three at an estimated cost of \$261,074.00:

Hickory Flats Road ( <i>CR 182 to Squigley Rd.</i> )	\$ 41,464.00
Pineview Church Road ( <i>northern 3620 ft.</i> )	35,512.00
Enfinger Road	37,089.00
Nowling Road ( <i>eastern 675 ft.</i> )	4,448.00
New York Street ( <i>Farm Road to Annie Penton Road</i> )	63,700.00
Wallace Lake Road ( <i>both sides of Ten Mile Creek Bridge</i> )	35,055.00
Travis Bynum Road ( <i>southern 3,835 ft.</i> )	43,806.00

Sincerely,

A handwritten signature in black ink, appearing to read "Avis Whitfield", is written over a horizontal line.

Avis Whitfield  
Public Works Director

AW/tt

SRSH, Inc.  
PO box 6003  
Gulf Breeze, FL 32563

Santa Rosa County Public Works  
c/o Mr. Stephen Furman  
6075 Old Bagdad Highway  
Milton, FL 32583

Re: Traffic Calming Measures

Dear Mr. Furman:

Due to increased safety concerns caused by excessive vehicular speed, we, Santa Rosa Shores Homeowners Association, are requesting traffic calming measures to be implemented within our neighborhood. The death on Laurel Drive caused by a reckless speeding vehicle has added urgency to our request.

Our request is for the addition of two (2) multi-way stops to be installed on Redwood Lane. The specific locations for the proposed 3 way stops are as follows:

1. Intersection of Santa Rosa Drive and Redwood Lane
2. Intersection of Cypress Lane and Redwood Lane

We, the homeowners association, would appreciate your prompt consideration for our request for these traffic calming measures. It is our opinion the devices will create little negative impact with contribution toward public safety.

Thank you for your time and consideration,

Travis Talley  
President, Santa Rosa Shores Homeowners, Inc.

Copy: Mr. Lane Lynchard, Santa Rosa County Commissioner, District 5  
Mr. Tom Collins, Santa Rosa County Public Works



Proposed 3-Way Stops

FORDHAM PKWY  
GULF BREEZE PKWY

GULF BREEZE PKWY

GRAND RIDGE CR

FERNWOOD DR

COLLEGE CT

SANTA ROSA DR

WIND MEADOW DR

CRESTVIEW LN

PALM ST

WOODS WAY

REDWOOD LN

SKAGGS ST

HILLSIDE AV

ORIOLE DR

HARRISON AV

CYPRESS LN

REIS ST

MAPLEWOOD DR

MAPLEWOOD DR

WEST AV

WESTFIELD RD

GRAND PALM WAY

ORIOLE BEACH RD

BROSEYE CR

HARRISON AV

LAUREL DR

PINE LN

CIRCLE LN

CIRCLE DR

ST ADAMS

PARK LN

# ***BUDGET & FINANCIAL MANAGEMENT COMMITTEE***

Chairman: Commissioner Cole  
Vice Chairman: Commissioner Lynchard

December 9, 2013

## **Bid Actions:**

- 1) Discussion of the bids received for the repair and maintenance of the Landfill recovery and monitoring wells. Holt Well Service was the sole bidder meeting specifications.

## **Budget:**

- 2) **Budget Amendment 2014 – 056** in the amount of \$ **904,700** to appropriate funds for the purchase of automotive (\$471,700) and IT equipment (\$358,000), the remodeling of District 4 Office (\$50,000); and the purchase of the vacant lot adjacent to District 2 (\$25,000) as approved at the November 14, 2013 BOCC Regular Meeting in the General and Capital Fund.
- 3) **Budget Amendment 2014 – 057** in the amount of \$ **52,000** to fund the audio visual system for Tiger Point from Reserve from Contingencies in District V Projects Fund.
- 4) **Budget Amendment 2014 – 058** in the amount of \$ **16,500** to carry forward fund balance for current year expenditure in the Polynesian Isles MSBU Fund.
- 5) **Budget Amendment 2014 – 059** in the amount of \$ **535,407** to recognize Federal Home Program (HUD) Grant and allocate to First Time Homebuyer account and Substantial Housing account in the Grants Fund.
- 6) **Budget Amendment 2014 – 060** in the amount of \$ **428,621** to carry forward funds from prior year and allocate in the SHIP Program Fund.
- 7) **Budget Amendment 2014 – 061** in the amount of \$ **21,910** to fund the change order in the contract with Berkshire Johnstone for the inclusion of metal soffit material for Tiger Point Community Center as approved at the November 14, 2013 BOCC Regular Meeting in the District V Capital Fund.
- 8) **Budget Amendment 2014 – 062** in the amount of \$ **1,551** to fund the change order with A. E. New, Inc. for the directional bore under Windwood Lane for the Bagdad VFD as approved at the November 14, 2013 BOCC Regular Meeting in the MSBU Fire Districts Fund.
- 9) **Budget Amendment 2014 – 063** in the amount of \$ **57,840** to fund the replacement of the obsolete Super Unicom at Peter Prince Airport as approved at the November 14, 2013 BOCC Regular Meeting in the Airport Fund.

- 10) **Budget Amendment 2014 – 064** in the amount of \$ **64,000** to carry forward funds for the Marine Sanctuary expansion recommended by the TDC as approved at the November 14, 2013 BOCC Regular Meeting in the Tourist Development Tax Fund.
- 11) **Budget Amendment 2014– 065** in the amount of \$ **4,000** to fund the change order to the contract with Panhandle Grading and Paving, Inc. for the Spencerfield/Benny Russell Park sidewalk to be reimbursed by FDOT Transportation Enhancement Funds as approved at the November 14, 2013 BOCC Regular Meeting in the Road & Bridge Fund.
- 12) **Budget Amendment 2014-066** in the amount of \$ **73,322** to carry forward prior year funds to the Road & Drainage Reserve in the Electric Franchise Fee Fund.

**County Expenditure/Check Register:**

- 13) Discussion of County Expenditures / Check Register

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** REPAIR AND MAINTENANCE OF RECOVERY AND MONITORING WELLS

2. **RESPONSIBLE OFFICE:** LANDFILL

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

Annual requirements for recovery wells and monitoring wells

4. **SCOPE OF WORK:**

Santa Rosa County's Environmental Department will employ and pay for services of a field services/drilling company to perform the specified maintenance and repair of recovery wells (see Introduction) at (2) closed landfills (Holley & Santa Rosa Class III Landfills) and one (1) active Class I landfill (Central Class I Landfill) every four months. Replacement of recovery well pumps will be determined by the registered driller. The Contractor will provide pump model, specifications and price to the County Geologist along with store information. Locations and recovery well construction diagrams for existing recovery wells are shown in Appendix II. Other services may include emergency repair of recovery wells.

In the event recovery well pumps fail between four month maintenance schedule drilling or field services crew must be able to respond to Santa Rosa County's remediation needs for recovery well repair within five days of contact. During periods of non-routine well repair pricing listed in the Bid Form (Appendix I) will apply.

Santa Rosa County's Environmental Department will employ and pay for services of a field services/drilling company to perform specified maintenance and repair of a minimum of twenty monitoring wells at Central Landfill and Holley Landfill. Work will include replacement of above ground monitor well protective casings, monitoring well re-development and purging, and as necessary.

5. **BIDDERS AND PRICES:**

a. **Holt Well Service**

**Annual requirements for recovery well maintenance and repair at Central, Reinhardt, Holley, and Santa Rosa Class III remediation systems**  
**\$26,865**

**Annual requirements for maintenance and repair of 20 monitoring wells above ground casings at Central, Holley, and Santa Rosa Class III Landfills**  
**\$8,700**

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 12, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund: 001</b>	001 – 3990001	Cash Carried Forward	\$ 298,673
	001 – 38100023	From Capital Projects Fund	\$ 606,027
	0075 – 564001	Machinery & Equipment	\$ 904,700
<b>Fund: 302</b>	9302 – 5990017	Future Capital Outlay	(\$ 606,027)
	9302 - 59100001	To General Fund	\$ 606,027

**State reason for this request:**

To appropriate funds for the purchase of automotive (\$471,700) and IT equipment (\$358,000), the remodeling of District 4 Office (\$50,000); and the purchase of the vacant lot adjacent to District 2 (\$25,000).

**Requested by Jayne Bell /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-056**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day of **December, 2013**.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 12, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>From: 001</b>	<b>001 – 399001</b>	<b>Cash Carried Forward</b>	<b>\$ 52,000</b>
	<b>9000 – 59100315</b>	<b>To District V Capital Fund</b>	<b>\$ 52,000</b>
<b>To: 315</b>	<b>315 - 38100011</b>	<b>From General Fund</b>	<b>\$ 52,000</b>
	<b>2325 – 5620027</b>	<b>Tiger Point Community Center</b>	<b>\$ 52,000</b>

**State reason for this request:**

Funds the audio visual system for Tiger Point from the General Fund.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-057**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: December 9, 2013

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December, 2013.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 12, 2013

FROM: **Polynesian Isles (Fund 122)**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	122 – 3990001	Cash Carry Forward	\$ 16,500
To:	8201 – 5340038	Canal Maintenance	\$ 16,500

**State reason for this request:**

Carry forward fund balance for current year expenditure.

Requested by Henry Brewton /s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-058

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day of **December, 2013**.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 13, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	104 – 3315008	Federal Home Program (HUD)	\$ 535,407
To:	787 – 5340043	First Time Homebuyer	\$ 318,991
	787 – 534004	Substantial Housing	\$ 216,416

**State reason for this request:**

Recognizes Federal Home Program (HUD) Grant and allocates to First Time Homebuyer account and Substantial Housing account.

Requested by Erin Malbeck/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-059

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December, 2013.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 13, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	113 – 3990001	Cash Carried Forward	\$ 428,621
To:	0780 – 534004	Substantial Housing	\$ 222,621
	0780 – 5340043	First Time Homebuyer	\$ 100,704
	0780 – 5340041	Farm Home Adm/Emergency Repair	\$ 105,296

**State reason for this request:**

Carries forward funds from prior year and allocates to Substantial Housing account, First Time Homebuyer account, Farm Home Administration account, and New Construction account in the SHIP Program Fund.

Requested by Erin Malbeck /s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-060

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of **December, 2013**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Request Submitted By:

Erin Malbeck

10/1/2013

Housing 2013/2014 Budget

**Carry Forward Balances**  
**Existing Programs**

FUND	104 Grants	
DEPT	787 FED HOME INVEST PART PROG	
	<b>5340043 First Time Homebuyer</b>	<b>318,990.96</b>
	<b>534004 Substantial Rehabilitation</b>	<b>216,416.06</b>
	Total	<b><u>535,407.02</u></b>
	(Revenue not yet received.)	
	<b>104</b>	
	<b>3315008</b>	
	Per Escambia Consortium/HUD Annual Plans 2009-2012	

109

FUND	113 SHIP	
DEPT	780 SHIP Program Fund	
	<b>5340043 First Time Homebuyer</b>	<b>100,703.53</b>
	<b>534004 Substantial Rehabilitation</b>	<b>222,621.58</b>
	<b>5340041 Emergency Repair</b>	<b>105,295.50</b>
	Total	<b><u>428,620.61</u></b>
	<b>Funds have been received.</b>	
	<b>Prior Year Revenue</b>	
	Remaining Program Funding 2011, 2012, & 2013	

DC 94

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 19, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 315:</b>	<b>2325 – 599001</b>	<b>Dist. 5 – Recreation Reserves</b>	<b>(\$ 21,910)</b>
	<b>2325 – 5620027</b>	<b>Tiger Point Community Center</b>	<b>\$ 21,910</b>

**State reason for this request:**

Funds the Change Order No. 2 in the contract with Birkshire Johnstone for inclusion of metal soffit material for Tiger Point Community Center as approved at the November 14, 2013 BOCC Regular Meeting.

**Requested by Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-061**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/09/13

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of **December, 2013**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Shirley Powell  
**Sent:** Tuesday, November 19, 2013 7:51 AM  
**To:** Jayne Bell  
**Cc:** Roger Blaylock  
**Subject:** Tiger Point Community Center - Change Order No. 2

Jayne,

Would you please prepare a budget amendment in the amount of \$21,910.00 for the referenced change order? This item was approved in the November 14, 2013 Board Meeting. Please do not hesitate to call if you need additional information. Thanks!!

Shirley J. Powell  
Santa Rosa County Engineering  
6051 Old Bagdad Highway  
Ste. 300  
Milton, FL 32583  
(850) 981-7100 Voice  
(850) 983-2161 Fax

---

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 19, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	8100- 599001	Reserve for Contingencies	(\$ 1,551)
To:	8100 - 562001	Buildings	\$ 1,551

**State reason for this request:**

Funds Change Order No. 2 to the contract with A.E. New, Inc. for the directional bore under Windwood Lane for the Bagdad Volunteer Fire Department as approved at the November 14, 2013 BOCC Regular Meeting.

**Requested by: Shirley Powell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-062

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: December 9, 2013

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of December, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Shirley Powell  
**Sent:** Tuesday, November 19, 2013 7:53 AM  
**To:** Jayne Bell  
**Cc:** Roger Blaylock  
**Subject:** Bagdad Volunteer Fire Department - Change Order No. 2

Jayne,

Would you please prepare a budget amendment in the amount of \$1,550.40 for the referenced change order? This item was approved in the November 14, 2013 Board meeting. Please do not hesitate to call if you need additional information. Thanks!

Shirley J. Powell  
Santa Rosa County Engineering  
6051 Old Bagdad Highway  
Ste. 300  
Milton, FL 32583  
(850) 981-7100 Voice  
(850) 983-2161 Fax

---

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# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 19, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	405 – 3990001	Fund 405 Cash Carry Forward	\$ 57,840
To:	4021 – 563001	Improvements Other Than Buildings	\$ 57,840

**State reason for this request:**

Funds the replacement of the obsolete Super Unicom at Peter Prince Airport as approved at the November 14, 2013 BOCC Regular Meeting.

**Requested by: Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-063**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: December 9, 2013

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December, 2013.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Shirley Powell  
**Sent:** Tuesday, November 19, 2013 8:01 AM  
**To:** Jayne Bell  
**Cc:** Roger Blaylock  
**Subject:** Peter Prince Airport - Super AWOS Purchase

Jayne,

Would you please prepare a budget amendment in the amount of \$57,840.00 for referenced purchase with funds coming from airport reserves? This item was approved in the November 14, 2013 Board meeting. Please do not hesitate to call if you need additional information. Thanks!

Shirley J. Powell  
Santa Rosa County Engineering  
6051 Old Bagdad Highway  
Ste. 300  
Milton, FL 32583  
(850) 981-7100 Voice  
(850) 983-2161 Fax

---

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### BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: 11/19/2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	107 – 399001	Cash Carried Forward	\$ 64,000
TO:	4010 – 5820028	Aid to Organizations	\$ 64,000

**State reason for this request:**

Carries forward funds for Marine Sanctuary expansion recommended by the Tourist Development Council as approved at the November 14, 2013 BOCC Regular Meeting.

**Requested by Kate Wilkes/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-064

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December, 2013.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Hunter Walker

---

**From:** Hunter Walker  
**Sent:** Monday, November 18, 2013 9:33 AM  
**To:** 'Kate Wilkes'  
**Cc:** Jayne Bell  
**Subject:** RE: Agenda item

Kate,

At the November 14, 2013 meeting the Santa Rosa County Board of Commissioners approved the allocation of \$64,000 from TDC reserves for the Navarre Beach Chamber Foundation for the expansion of the Marine Sanctuary reef project as outlined in your email and the attachment. A budget amendment will be processed at December meeting in this regard. Call with questions.

Hunter Walker  
County Administrator

**From:** Kate Wilkes [mailto:[kwilkes27@gmail.com](mailto:kwilkes27@gmail.com)]  
**Sent:** Wednesday, November 06, 2013 8:52 AM  
**To:** Hunter Walker  
**Subject:** Fwd: Agenda item

Please add to agenda for next BOCC meeting

----- Forwarded message -----

**From:** **Kate Wilkes** <[kwilkes27@gmail.com](mailto:kwilkes27@gmail.com)>  
**Date:** Thu, Oct 17, 2013 at 1:45 PM  
**Subject:** Agenda item  
**To:** Hunter Walker <[HunterW@santarosa.fl.gov](mailto:HunterW@santarosa.fl.gov)>

At the Oct. 16 TDC meeting the Council voted to grant the Navarre Beach Chamber Foundation \$25,000 from the South End reserves and \$39,000 from TDC general reserves and ask for BOCC approval.  
see attachment

--  
Kate Wilkes  
Executive Director  
Santa Rosa County Tourist Development  
8543 Navarre Parkway  
Navarre, FL 32566  
850-939-8666  
[kwilkes27@gmail.com](mailto:kwilkes27@gmail.com)  
[www.floridabeachestorivers.com](http://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.

--

Kate Wilkes  
Executive Director  
Santa Rosa County Tourist Development  
8543 Navarre Parkway  
Navarre, FL 32566  
850-939-8666  
[kwilkes27@gmail.com](mailto:kwilkes27@gmail.com)  
[www.floridabeachestorivers.com](http://www.floridabeachestorivers.com)

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FOUNDATION, INC.

8668 Navarre Pkwy #142, Navarre, FL 32566  
navarrechamberfoundation.org

6  
11-7DR  
75,000  
\$30,000  
NE  
SE APP  
NE ART

August 3, 2013

Santa Rosa County Tourist Development Council  
8543 Navarre Pkwy  
Navarre FL 32566

Re: Request \$64,000 for expansion of the current Gulf side reef structure and promotion of the artificial reefs included in TDC marketing

In December 2008, Santa Rosa County Commissioners held a Navarre Beach Park community meeting and requested input for future usage of the park. The consensus from the community was for the park to maintain a natural environment rather than commercial. Eco friendly projects and promoting Navarre Beach as an eco tourism destination were widely supported. Tourism and marine conservation are critical to our local economy. Along with the Marine Science Station and the Sea Turtle Conservation Center, our volunteers have worked diligently to continue to provide eco friendly amenities for Navarre Beach.

The sandy ocean floor off Navarre Beach does not provide any refuge for marine life. The Navarre Beach artificial reef structures installed in 2012 provide an essential habitat for marine life giving them an opportunity to grow to optimal breeding size, and improve survival rates which will help to replenish and increase marine life populations. This has a positive environmental impact and provides a recreational amenity for scuba diving, snorkeling, kayaking, and paddle boarding. As fish mature and swim away from the protective habitat, they become available for anglers for sport and consumption.

When the Gulf side Navarre Beach artificial reefs were installed at the end of last summer, there were only a few weeks of summer remaining. During the winter months, the Navarre Chamber Foundation Marine Sanctuary committee provided funding for additional showers, walkways, and signage for the Navarre Beach Park. We redesigned Phase Three of our project to include reef expansion and a SCUBA /kayak boardwalk and wash down stations.

As the weather and water warmed up this year, the importance of these projects for tourists and residents became evident. We discovered the reefs are not just an attraction for scuba divers and snorkelers. The reefs provide educational opportunities for all ages. Individuals and groups swim, kayak or paddle board out to the structures and spend hours enjoying the sea life above and below the water. We have no way to measure how many people have

*Navarre Beach Area Chamber of Commerce Foundation is a 501c3 non-profit charity*

visited the reefs, however reports of from people who are at the beach daily and inquiries regarding the reefs reflect high usage. Hotel and property managers commonly ask for reef information for their guests as they get frequent questions from out of town visitors.

In less than one year, the reef structures developed significant growth, providing shelter and a food source for marine animals. This not only benefits our environment, it will bring more people to the area to explore the reefs. When visitors come to use the reefs, they will most likely spend the day and spend money at local businesses.

Because permitting for the initial reefs took so long, and was delayed even longer by the oil spill, when our reefs were finally installed last year, the cost had almost doubled from the original estimate. Increasing the size of the existing reef will require only an amendment to the current permit. This should take a fraction of the time. We have paid for and applied for this permit.

We had high hopes for funding the additional reef structures through the BP Seafood and Tourism Promotion Grant. We have also included this expansion in a request through Santa Rosa County for NRDA funds for this project. The BP Seafood and Tourism grant process has stalled and the process to award NRDA funds is moving very slowly. We have some money from our Run for the Reef 5K each October. When we requested an updated estimate for reef installation, we found the price increased from \$50,000 to \$84,000. We have \$20,000 to contribute to the expansion. As the cost of these structures continues to increase, we need additional funding now.

According to a 2006 report on the economic impact of artificial reefs, Florida has the most permitted artificial reefs in the nation and these reefs have been shown to have a benefit to local economies. While many of the reefs included in this study are off-shore, near-shore reefs are expected to have a similar or greater impact because they are more accessible. Near-shore reefs allow people of all skill levels to easily view marine life and ecosystems supported by the reefs. Experts believe that the proximity of the reefs to the shore and the increased recreational opportunities should result in at least a twenty-five percent increase in tourism dollars.

We also request that you include the artificial reefs in your marketing and promotion campaigns and literature. Publicizing these marine amenities will bring visitors who were not previously aware of these options in our area.

The Northwest Florida Daily News recently stated, "The future of Northwest Florida's success as a tourism destination will depend on the preservation of the region's environment."



Mike Sandler  
President, Navarre Chamber Foundation  
attachment: Project Cost



8668 Navarre Pkwy #142, Navarre, FL 32566  
navarrechamberfoundation.org

August 2, 2013

Cost breakdown for addition to the near shore artificial reef at Navarre Beach.

David Walter, owner, Walter Marine of Orange Beach Alabama has stated in writing that his company will supply all material and labor to include installation of thirty (30) Walter Eco Systems at our Navarre Beach reef site at a cost of \$2800 each. This price is good for six months.

Walter Marine is the specified design on the Department of Environmental Protection and US Army Corps of Engineers permit for the Navarre Beach site.

30 systems x \$2800 = \$84,000

Navarre Chamber Foundation will provide \$20,000

Request Santa Rosa Co TDC provide \$64,000

## BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 20, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>FROM:</b>	<b>9106 – 5990016</b>	<b>Reserves – Road &amp; Drainage</b>	<b>(\$ 4,000)</b>
	<b>9106 – 59100101</b>	<b>To Road &amp; Bridge Fund</b>	<b>\$ 4,000</b>
<b>TO:</b>	<b>101 – 3810001</b>	<b>From Electric Franchise Fee Fund</b>	<b>\$ 4,000</b>
	<b>2100 – 5630041</b>	<b>Multi-Purpose Paths</b>	<b>\$ 4,000</b>

**State reason for this request:**

Funds the change order to the contract with Panhandle Grading and Paving, Inc. for the Spencerfield/Benny Russell Park sidewalk to be reimbursed by FDOT Transportation Enhancement Funds as approved at the November 14, 2013 BOCC Regular Meeting.

**Requested by Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-065**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Shirley Powell  
**Sent:** Tuesday, November 19, 2013 7:57 AM  
**To:** Jayne Bell  
**Cc:** Roger Blaylock  
**Subject:** Spencerfield/Benny Russell Park Sidewalk Project - Change Order No. 1

Jayne,

Would you please prepare a budget amendment in the amount of \$4,000.00 for the referenced change order? This item was approved in the November 14, 2013 Board meeting. Please do not hesitate to call if you need additional information. Thanks!

Shirley J. Powell  
Santa Rosa County Engineering  
6051 Old Bagdad Highway  
Ste. 300  
Milton, FL 32583  
(850) 981-7100 Voice  
(850) 983-2161 Fax

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 21, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	106 – 3990007	Balance Forward – Roads & Drainage	\$ 73,322
TO:	9106 – 5990016	Reserves – Roads & Drainage	\$ 73,322

**State reason for this request:**

Carries forward prior year \$73,322 to the Road & Drainage Reserve.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-066**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/09/2013

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of December 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: December 5, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	101 – 3990001	Cash Carried Forward	\$ 132,837
To:	2100 – 5340034	FDOT Grant Projects	\$ 132,837

**State reason for this request:**

Carries forward funds for the Resident Compliance Specialist for CR 197 Shoulder Addition and Resurfacing Project as approved at the September 12, 2013 BOCC Regular Meeting and will be funded 100% by FDOT.

**Requested by Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-067

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

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

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

BUDGET COMMITTEE ACTION

DATE: December 9, 2013

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 12<sup>th</sup> day Of **December, 2013**.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Shirley Powell  
**Sent:** Thursday, December 05, 2013 1:14 PM  
**To:** Jayne Bell  
**Cc:** Roger Blaylock  
**Subject:** C.R. 197 Paved Shoulders Project

Jayne,

Would you please prepare a budget amendment in the amount of \$132,837.00 for the referenced project? This item was approved in the September 12, 2013 Board meeting. This amount is to cover CEI services for the project. Also, the project is funded 100% through FDOT grant funds. If you have any questions, please do not hesitate to call.

Shirley J. Powell  
Santa Rosa County Engineering  
6051 Old Bagdad Highway  
Ste. 300  
Milton, FL 32583  
(850) 981-7100 Voice  
(850) 983-2161 Fax

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No support documentation for this agenda item.