

February 11, 2013

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of reappointment of Joshua Durst to the Workforce Escarosa Inc. Board of Directors.
2. Update on Florida's Great Northwest - Larry Sassano, President

No support documentation for this agenda item.



Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa

Connecting businesses and resources.

January 25, 2013

Admin

Hunter Walker, County Administrator
Santa Rosa County Board
Of Commissioners
6491 Caroline Street
Milton, FL 32570-4592

Dear Mr. Walker:

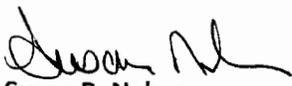
Joshua Durst currently serves on the Workforce Escarosa, Inc., Board of Directors, and his term will expire on January 28, 2013. Mr. Durst has been contacted and wishes to continue serving on the Workforce Escarosa Board of Directors. Therefore, on his behalf, I am requesting that Mr. Durst's name be resubmitted to the Santa Rosa Board of County Commissioners for reappointment to the Board.

Mr. Durst has been an excellent Board member who has taken an active role in making decisions regarding issues brought before the Board. He currently serves as the Secretary/Treasurer of the Board and Finance Committee Chair. His knowledge in this area is extremely good and the Board would hate to lose his input and guidance in this area.

If you need additional information or have any questions regarding the above, please contact me at 473-0939, extension 200.

Thank you for your assistance with the above.

Sincerely,


Susan B. Nelms
Executive Director

SBS/js

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

No support documentation for this agenda item.

February 11, 2013

ADMINISTRATIVE COMMITTEE

1. Discussion of soliciting proposals for consulting services associated with RESTORE Act implementation.
2. Discussion of issuance of permit for C&D Facility in East Milton to Bluewater Holdings SRC, Inc.
3. Discussion of renewal of lease with Santa Rosa Kids House, Inc. for States Attorney and Guardian Ad Litem office space at current rates.
4. Discussion of development of proposed ordinance regarding nuisance noise on Navarre Beach.
5. Discussion of proposal from Leathers and Associates for renovation of Benny Russell Park playground area using Public Works personnel.
6. Discussion of Modification No.2 to Agreement with Florida Department of Economic Opportunity (DEO) for Navarre Wastewater CDBG project.
7. Discussion of Resolution Supporting Regional Management of the Fishery for Recreational Fishing Including Red Snapper.
8. Discussion of Submerged Land Lease with Florida Bureau of Public Land Administration for Navarre Beach Pier through January 15, 2016.
9. Discussion of Pace High Band sponsored Patriot Dash on Saturday, May 11, 2013 beginning at 9:00 a.m. on route proximate to Pace High School.
10. Discussion of Second Annual Surf Warriors Event on Navarre Beach May 18, 2013 benefiting the Wounded Warriors Project sponsored by the Florida Surf Association.
11. Public Hearing items scheduled for 9:30 a.m. Thursday, February 14, 2013:

An amendment to Ordinance 99-22 allowing an additional Homestead Tax exemption for persons age 65 and older.

Proposed vacation of portion of Driskell Road at request of Kelly Seay.

Proposed vacation of alleyway located between lots 9, 10, 11 and 12 and between lots 13, 14, 15 and 16 of block 667 in the Avalon Beach Subdivision as requested Betty L. Calloway.

No support documentation for this agenda item.



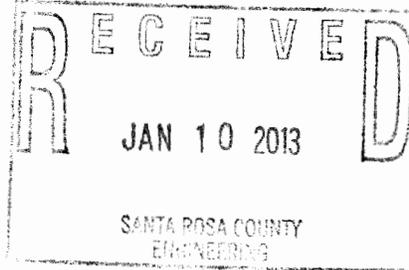
SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT

6065 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

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Memo

To: Hunter Walker, County Administrator
From: Jerrel Anderson, P. E., Environmental Manager *JA*
Thru: Roger Blaylock, P.E., County Engineer *Rog*
Date: January 9, 2013
Re: Proposed C&D Approval – East Milton C&D Facility

Background:

The proposed East Milton C&D Facility was previously submitted and permitted through the BOCC. As specified in the County Ordinance, there is an annual renewal process. The owner failed to renew the permit and now is re-submitting the proposed facility for permit approval. The proposed site is off Jeff Ates Road, see attached site plan.

The location, and intent of the project, has not changed from the original submittal. The project engineer has recently updated the potable well location survey as required by County ordinance. He has certified there are no private wells within 500 feet (additionally none were within 1000 feet) and no community wells within 1000 feet of the proposed location. The well location certification is attached.

The proposed C&D Facility has a FDEP permit, valid through January 11, 2013, see attachment. The engineer for Blue Water Holdings filed for a permit renewal and the existing permit has been administratively extended, see attachment. The County permit is contingent on maintaining a valid FDEP Solid Waste Permit.

Situation:

The proposed facility, 158 acres, is projected to entail an initial disposal area of approximately 16 acres. While the ultimate disposal footprint will consist of approximately 127 acres, totaling 18 cells, the portion currently submitted for permitting is three cells. Additionally, this phase will only place waste to ground level, with no C&D placed above grade. Each cell will be constructed separately and will function one at the time. The disposal area will be lined with 60 mil high density polyethylene material, with leachate collection and disposal. Leachate disposal will consist of a lined holding pond, with disposal through the City of Milton's waste water treatment plant. Attached letter from the City of Milton agrees to accept leachate at their waste water plant. There will be 4 ground water monitoring wells installed and sampled semi-annually. Results will be submitted to the FDEP for compliance with State ground-water standards.

Property taxes for the proposed facility are current, as are associated business licenses. Please see attachments for documentation. At the time of construction, financial assurance will consist of a bond based on an engineering cost estimate, using standard FDEP procedure for developing closure and post closure cost. The calculated closure cost is approximately \$411,000, with post closure (long term) care in the amount of approximately \$460,000.

It should be noted that prior to construction, the bond, for the full closure cost and post closure care, must be submitted to the County for approval. While the bond has not yet been secured, a copy of the letter from Smith Manus stating the intent to issue a bond to Blue Water Holding SRC, Inc. is enclosed.

Enclosed Supporting Documentation:

1. Site Plan
2. FDEP Permit, Valid Through January 11, 2013
3. Documentation of Business License, County and State
4. Documentation of Current Tax Status
5. Financial Assurance Calculation Form (FDEP Form)
6. Well Location Certification
7. Agreement Letter, City of Milton, to Accept Leachate
8. Copy of the Bond
9. FDEP email verifying administrative extension of current permit, pending renewal

Page 3
01/09/13
C&D Approval

Recommendation:

Approval of their request to receive a permit for a C&D Facility based on the proposed facility meeting all County requirements.

JA/tt



Santa Rosa County Property Appraiser			
Parcel: 27-2N-27-0000-00101-0000 Acres: 158.24			
Name:	BLUEWATER HOLDINGS SRC INC	Land Value	1,563,411
Site:	JEFF ATES RD	Building Value	0
Sale:	\$2,395,500 on 02-2007 Vacant=Y Qual=C	Misc Value	0
Mail:	25 W CEDAR ST STE 304 PENSACOLA, FL 32502	Just Value	1,563,411
		Assessed Value	1,563,411
		Exempt Value	0
		Taxable Value	1,563,411



The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER SANTA ROSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS. —THIS IS NOT A SURVEY—



Florida Department of Environmental Protection

Northwest District
 160 Governmental Center, Suite 308
 Pensacola, Florida 32502-5794

Charlie Crist
 Governor

Jeff Kottkamp
 Lt. Governor

Michael W. Sofe
 Secretary

1.0 Permitted Facility Information

Applicant/Permittee:	Bluewater Holdings SRC, Inc.
Facility Identification Number :	94735
Date of Issue:	January 11, 2008
<u>Modification Date</u>	<u>January 15, 2009</u>
Expiration Date:	January 11, 2013
County (No.):	Santa Rosa (57)
Latitude/Longitude:	30° 39' 12" N / 86° 56' 05" W
Section-Township-Range:	27 - 2N - 27W
Project/Facility Name:	East Milton C&D Disposal Facility

1.1 Type of Permitted Facility

Type Solid Waste Management Facility	DEP File No.
Construction and Demolition Debris Disposal Facility	279056-001-SO

1.2 Permitted Facility Description

This permit is issued under the provisions of **Chapter 403, Florida Statutes (F.S.)**, and **Chapter 62-701, Florida Administrative Code (F.A.C.)**. The above named applicant is hereby authorized to perform the work or operate the facility as submitted and shown in the application, drawing(s), plans, and other documents attached hereto and made a part hereof and specifically described as follows:

To construct and operate a construction and demolition debris disposal (C&D) facility, having approximately 18.46-acre total disposal area (Phases A1, A2, and A3) as indicated in Attachment 2. The site property boundary is 160+/- acres. This facility is located off of Jeff Ates T



RECEIVED

FEB 04 2013

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Board Executive Officers

Sheriff Wendell Hall
Chairman

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Vice Chairman

Connie Cushing
Treasurer

Lisa Eddins
Secretary

Roy Andrews
Legal Counsel

Board of Directors

Paul Lio

Margaret Porter

Tamie Peterson

Adair Cotton

Michele Tucker

Darrel Greer

Sandy Park O'Hara

Liz Simmons

Tracy Carpenter

Loretta Sansom

Jimmie Melvin

Ed Carson

Carol Allen

Annette Bankish

Richard Comerford

Lisa Walsh

February 4, 2013

Santa Rosa Board of County Commissioners
Mr. Hunter Walker, County Administrator
Ms. Angela Jones, County Attorney
6495 Caroline Street, Suite M
Milton, FL 32570-4592

Re: Guardian Ad Litem & State Attorney's Lease Renewal

Dear Mr. Walker and Ms. Jones:

The lease between the Santa Rosa Kids' House, Inc. (SRKH) and the **Guardian ad Litem** expires February 28, 2013. The lease amount for the Guardian ad Litem's space is \$21,125.63 per year, which equates to \$1,760.47 per month. This represents 1,783 square feet of rentable space at \$11.85 per square foot. All other terms of the 2012 lease will remain the same.

The lease between the Santa Rosa Kids' House, Inc. (SRKH) and the **State Attorney's Office** expires on February 28, 2013. The lease amount for the State Attorney's Office space is \$13,972.50 per year, which equates to \$1,164.38 per month. This represents 1179 square feet of rentable space at \$11.85 per square foot. All other terms of the 2012 lease will remain the same.

The SRKH Board of Directors requests that the Santa Rosa Board of County Commissioners (BOCC) review the proposed terms of the lease at their next available public hearing and requests the BOCC to approve the 2013 lease agreement.

The SRKH Board of Directors requests favorable consideration of this request.

Respectfully,

Wendell Hall
Chairman of the Board

c: Merry Beth Andrews, Legal Office

Santa Rosa Kids' House
5643 Stewart Street
Milton, FL 32570

850.623.1112 (phone)
850.623.1219 (fax)

SRKidsHouse.org

Hunter Walker

From: Angie Jones
Sent: Thursday, February 07, 2013 11:09 AM
To: Hunter Walker
Subject: noise ordinance for the Beach

Hunter: The county's current nuisance noise ordinance does not cover Navarre Beach, and I've been asked to look at our options. If the Board is inclined toward adoption of such an ordinance, it will need to be based on "reasonableness"—as opposed to particular decibel levels (in practicality, these are difficult to measure) or a "plainly audible" standard which current Supreme Court case law disfavors. I expect that the Board will want to consider that some of the noise on the beach can be handled by contractual restrictions (i.e The Pier).

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

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

LEATHERS ASSOCIATES

UNIQUE PLAYGROUNDS. IMAGINED BY CHILDREN. BUILT BY COMMUNITY.

Pace, FL Benny Russell playground

Leathers & Associates DATE: 1-11-13 Project Manager: Marc Leathers	Santa Rosa County
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READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between Santa Rose County (Client) and Leathers & Associates, Inc. (L&A) for design services and construction services to renovate the Benny Russell Playground originally designed by L&A.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by Leathers & Associates, Inc. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between Leathers & Associates and the city. Certain conditions may be encountered during construction that significantly affects the ability to complete the project during the designated constructing period. Variables such as weather are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. Additional fees will be charged only if construction varies from the times outlined in this proposal and reviewed with the client.

The following pages contain an outline of the scope of work and associated responsibilities. This proposal is valid through 2/15/13.

Project goals:

- Bring playground up to current ASTM F1487 and & CPSC Pub.325 safety standard and guidelines
- Evaluate and increase current accessibility in the spirit of the ADA law where applicable
- Reduce overall wood exposure by removing significant portions of wood and replacing with composite materials. Also apply EPL coating to poles
- Increase visibility in the railing system and some of the key details
- Close off access under lower structures
- Design & construct a new entrance into the playground and tot area
- Repair or replace broken equipment with ease of maintenance in mind
- Increase the life of the structure while reducing its overall maintenance needs
- Increase the visual appearance of the entire structure
- The work will be completed by city employees and/or local contractors hired by the city who will work under the direct supervision of Leathers & Associates.
- All new materials would be recycled structural and composite plastics similar

Pace, FL Benny Russell playground

Scope of work:

Demo work:

Remove: The majority of Handrails, Balusters and some miscellaneous facades and details. Leave the cones and supports for the cones. Make modification for the new entries

Construction:

Ensure that that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. Also increase the ADA compliance of the existing structure.

The safety surfacing is engineered wood fiber and should be maintained at a depth of 12" throughout the playground. Estimated it needs an additional 8"-10".

Poles:

- Power wash, stain and seal with EPL

Framing:

- Power wash and stain

Decking:

- Leave as is

Handrails & Balusters

- Remove any handrails damaged from the demo work,
- Remove balusters and 2x handrail post
- Replace with recycled plastic and coated metal raising options
 - Severely increase visibility throughout the railing systems

Equipment:

- Chain bridge replace with cable version
- Balance beam on chains cap with composite material
- Climbing wall replace with cable version
- Chain walk replace with cable version
- Swing (optional replace with manufactured ones price not included in estimate)

Misc:

- Rocket increase visibility
- Ship increase visibility
- Block off under lower areas
- Redesign main entrance to the south side of the hand tile wall
- Redesign tot area entrance to the East side of the tot lot

Enclosed structure:

- Remove/Modify the outside panels and re-build with a significantly greater percent of visibility
- Re-build with recycled structural and composite plastic materials
- Power wash and stain remaining exterior wood areas

Pace, FL Benny Russell playground

Construction period:

- The dates are to be determined but estimated to start between the middle of February and the first week of March. Materials ordering and delivery is the determining factor.
- The goal is to work 8 consecutive 10hr (7am-5pm) days to complete the work
- The city is responsible for providing the following labor during the construction period
 - 15 skilled workers. Skilled is defined as being comfortable with a hand held power circular saw. 5 unskilled workers
- The hardest work will be completed first so that if everything is not finished it's more likely the uncompleted work can be completed without L&A's direct supervision.

City's/Contractors responsibilities:

- Provide temporary safety fencing (or other) around construction site
- Purchase all necessary materials according to L&A materials list
- Supplying a liaison from the city to help coordinate the design and construction between the contractor and L&A
- Obtain any necessary permits if applicable
- Provide a storage container (8' wide x 10' long x 8' high +/-) on site to keep the smaller materials in
- Supply a power source during construction. If generators are used they must be GFI protected and be able to function in inclement weather
- Provide Labor to complete the project according to L&A estimated projections
- Provide the tools according to a tool list developed by L&A
- Coordinate all aspects of installing the additional safety surfacing
- Provide a dumpster for construction materials and removal
- Provide final site cleanup of construction materials/site

L&A responsibilities:

- Develop a final drawing outlining the renovation changes
- Develop a materials list so the city/contractor can purchase the necessary materials for the project
- Develop the number of hours and manpower needed by the city/contractor
- Supply onsite project supervision and work directly with the City/contractor to ensure everything is built in conformance with the drawings
- Provide some additional labor to complete the work
 - L&A is responsible for the safety of its own employees and not the cities or contractors
- Provide the majority of the tools needed to complete the project
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines and ADA

L&A Fees:

The following is an outline of fees for Leathers & Associates' professional services:

<u>DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE</u>	
Design Development, Detailed Drawings, Materials list, tools list etc.	\$16,300
Construction	\$28,000
L&A Construction Consultants (On site supervision) Includes all labor and travel expenses & tools	
Final inspection	\$1,200
Inspected by L&A's CPSI for safety compliance	
Total L&A	<u>\$45,500</u>

Pace, FL Benny Russell playground

Estimated materials \$65,000

Estimated contractor labor* \$48,000
15 workers (8) 10 hour days = 1,200 hrs. x 4/hr? = \$ 48,000

*This is an estimate and will change based on city's role and contractor quote

TOTAL PROJECT COST \$169,700

Estimated Payment schedule

Timing	Amount
Upon acceptance of proposal	15%
Upon completion of Design development and construction document phase	35%
Prior to start of construction	35%
Within one week completing construction phase	15%

Bills are subject to a 1.5% per month surcharge on any outstanding balance after due date (annual percentage rate of 18%).

* * * *

BASIC SERVICES

The Basic Services consist of the phases described below.

DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE

Design Development

Leathers & Associates shall review the original design documents and consult with the client on design modifications. Leathers & Associates will develop a plan view drawing of the project and modifications. Leathers & Associates will prepare a materials list to allow the city to purchase all the necessary materials. No substitutions can be made without Leathers & Associates approval.

We will provide re-design services to bring the project up to current ASTM F 1487, CPSC Pub. 325 standards and guidelines. We will also increase the ADA needs and function.

Construction Documents

Leathers & Associates shall prepare the necessary working drawings and specifications setting forth the requirements for the construction of the entire project as needed by our construction consultants. The final drawings will conform with the current safety and accessibility guidelines (ASTM 1487, CPSC Pub. No. 325. They will also increase the ADA function , and ADA Accessibility Guidelines for Play Areas) and to fit site and utility requirements. Individual details, traffic flow and budget constraints shall be considered.

These documents typically consist of plan view drawings and are outlined below:
1/8" plan view, 1/4" plan view, 1/8" stakeout, 1/8" plan of Safety surfacing area, and any other drawings L&A deems necessary. These drawings are not typically construction drawings and are prepared for our trained construction consultants.

Lathers & Associates will outline the parameters of the contactors role including total number of hours and skill required. Also any other additional requirements like tools.

Pace, FL Benny Russell playground

If necessary Leathers & Associates shall assist the committee in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the committee's responsibility to identify any such requirements and authorities and to follow through with any required filings. Any additional work that may be needed is not included in this proposal.

PROJECT MANAGEMENT PHASE

The client will be assigned a project manager, who will serve as the community's main contact through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone, email or fax.

CONSTRUCTION PHASE Exact construction dates and completion to be determined. The current estimate is based on eight consecutive 10 hour days totaling 80 hours. L&A will inspect the completed playground for compliance with the drawings and all relevant safety aspects.

Authorized Santa Rosa County official:

Name (please print)

Signature:

Date:

Leathers & Associates

Marc Leathers

Name (please print)



Signature:

1/15/2013

Date:

Modification to Subgrant Agreement

4/5/2012

6

**MODIFICATION NUMBER 2 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 #11DB-C5-01-67-01-N22**, award dated May 31, 2011 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$750,000.00 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 (November 30, 2013).

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

4/5/2012

Modification Number: 2**DEO/DCA Contract Number:** 11DB-C5-01-67-01-N22**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.

 Change in Number of Accomplishments and/or Beneficiaries

8. 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

9. 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

Modification Number: 2

DEO/DCA Contract Number: 11DB-C5-01-67-01-N22

Recipient: Santa Rosa County

Page 3

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.

Department of Economic Opportunity

Recipient: Santa Rosa County

By: _____

By: _____

Name: Ken Reecy

Name: Robert A. Cole

Title: Assistant Director
Division of Community Development

Title: Chairman, SRCBOCC

Date: _____

Date: _____

ATTACHMENT I – Activity Work Plan

3/8/2012

Recipient: Santa Rosa County

Date Prepared: 2/6/13

Project Budget: \$750,000

Contract Number: 11DB-C5-01-67-01-N22

Modification Number: 2

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advise for and Open Bids, Issue Notice to Proceed, % Construction Completion (30, 66, and 100%), Complete Procurement Process, Advise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
05/11	06/11	Execution of Contract Documents	0%	\$0.00	\$0.00
06/11	08/11	Submit Request for Release of Funds and Environmental Conditions	10%	\$5,000.00	\$5,000.00
08/11	09/12	Submit plans, specifications, and bid documents to DEO	20%	\$15,000.00	\$10,000.00
09/12	2/13	Advertising and Bidding	35%	\$20,000.00	\$10,000.00
2/13	3/13	Construction Contract Award and Notice to Proceed	40%	\$25,000.00	\$10,000.00
3/13	7/13	Construction Monitoring – 33% complete	50%	\$250,000.00	\$30,000.00
7/13	9/13	Construction Monitoring – 66% complete	70%	\$500,000.00	\$40,000.00
9/13	11/13	Construction Monitoring – 100% complete	90%	\$744,000.00	\$50,000.00
11/13	11/13	Submit Administrative Closeout	100%	\$750,000.00	\$56,000.00

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

RESOLUTION NUMBER 2013 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, SUPPORTING THE REGIONAL MANAGEMENT OF RED SNAPPER RECREATIONAL FISHING IN THE GULF OF MEXICO; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, marine recreational fisheries are vital components of a healthy food supply, recreation, and quality of life for the citizens of Santa Rosa County; and

WHEREAS, marine recreational fisheries provide renewable resources capable of sustainable production, while providing extractive and consumptive uses; and

WHEREAS, Florida Fish and Wildlife Conservation Commission and National Marine Fisheries Service regulate recreational fishing in state and federal waters off Santa Rosa County, Florida; and

WHEREAS, regional management of recreational red snapper fishing may provide increased opportunities for recreational anglers to harvest the recreational allocation of red snapper; and

WHEREAS, the Board of County Commissioners finds it is the best interest of the health, safety, welfare of the citizens of Santa Rosa County that the County support the regional management of red snapper recreational fishing in the Gulf of Mexico.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the Santa Rosa County Board of County Commissioners supports the regional management of the entire fishery including red snapper recreational fishing in the Gulf of Mexico and requests the following:

- a. Set regional boundaries at state lines;
- b. Allocate regional harvest proportional to regional red snapper abundance;
- c. Include artificial reefs in determining regional red snapper abundance;
- d. Manage red snapper harvest via rolling closed areas;
- e. Track red snapper harvest via stamps, tags and angler reporting; and
- f. Establish a 10 year sunset on regional management of red snapper unless reauthorized.

Section 3. That the Santa Rosa County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission and Stephen Bortone, Executive Director, Gulf of Mexico Fisheries Management Council.

Section 4. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County this _____ day of February, 2013.

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

Attest:

ROBERT A. COLE, Chairman

Clerk

8

This Instrument Prepared By:
Karri MacInnes
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE
MODIFICATION TO REMOVE FEE WAIVED LEASE STATUS AND
REDUCE TERM TO FIVE YEARS

BOT FILE NO. 570001181
PA NO. 0283709-004-IN

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Santa Rosa County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in unsectionalized Township 02 South, Range 26 West, in Gulf of Mexico, Santa Rosa County, containing 142,020 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 14, 2009.

TO HAVE THE USE OF the hereinabove described premises from June 12, 2012, the effective date of this modified lease, through January 15, 2016, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial public fishing pier exclusively to be used for fishing and passive recreation in conjunction with an upland parking lot, public park, and concession stand, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 28 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0283709-001-JC, dated June 17, 2008, and Permit Modification No. 0283709-004-JN, dated March 9, 2010, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Page 10 of Attachment A of this modified lease shall be completed no later than March 9, 2015. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 12, herein. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$22,750.75 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

[02]

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit and Modification. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Santa Rosa County, Florida
6495 Caroline Street, Suite M
Milton, Florida 32570

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RECORDATION OF LEASE. The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

23. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

24. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

25. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

26. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;

d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
e. to remove any structure declared to be a public nuisance.
The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

B. Authorization of this lease does not preclude the Lessor from adjusting the base lease fees or base rate during the term of this lease. _____

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
of State Lands, State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Santa Rosa County, Florida (SEAL)
by its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Jim Williamson
Typed/Printed Name of Executing Authority

Original Signature

Chairman
Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jim Williamson as Chairman, for and on behalf of the Board of County Commissioners of Santa Rosa County, Florida. He is
personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

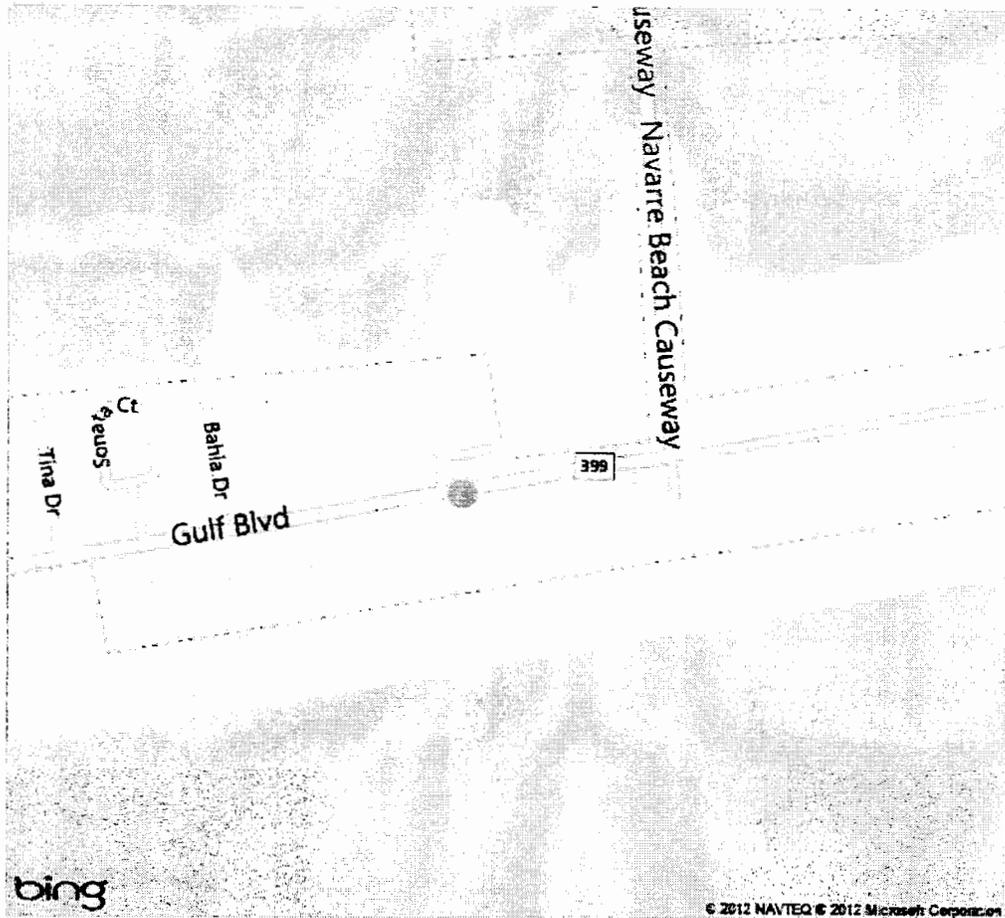
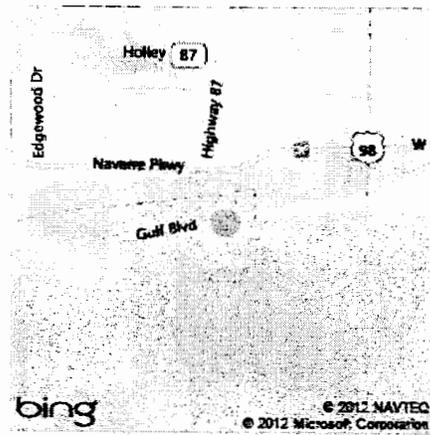
Notary Public, State of _____

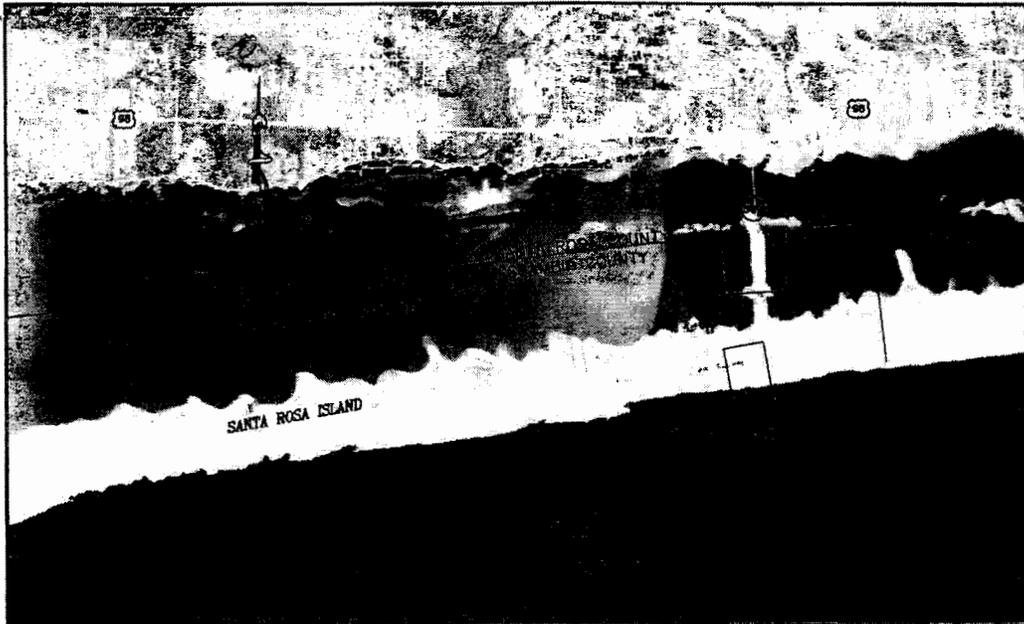
Commission/Serial No.

Printed, Typed or Stamped Name

bing Maps

8579 Gulf Blvd, Navarre, FL 32566





LOCATION MAP
1" = 5,000 FEET

LEGAL DESCRIPTION:

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF SOVEREIGN SUBMERGED LANDS LYING IN THE GULF OF MEXICO, BEING ADJACENT TO TOWNSHIP 2 SOUTH RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 3" X 3" CONCRETE MONUMENT "PRM 3724" AT THE NORTHEAST CORNER OF LOT 1 OF 1ST ADDITION NAVARRE BEACH COMMERCIAL SECTION 1, AS RECORDED IN PLAT BOOK 5 PAGE 95 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND HAVING COORDINATES OF NORTHING 509,951.04 FEET AND EASTING 1,222,571.77 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPCS 0903), THE NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 (NAD 83/90) PROCEED N81°17'40"E ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GULF BOULEVARD A DISTANCE OF 450.00 FEET TO THE NORTHEAST CORNER OF THE INN AT SUMMERWIND PROPERTY AS DESCRIBED IN O.R. BOOK 1844 PAGE 464 OF THE OFFICIAL RECORDS OF SANTA ROSA COUNTY; THENCE S08°42'20"E ALONG THE EASTERLY LINE OF SAID SUMMERWIND PROPERTY A DISTANCE OF 439.63 FEET TO A 5/8" REBAR AT THE INTERSECTION WITH THE ESCAMBIA/SANTA ROSA COUNTY COASTAL CONSTRUCTION CONTROL LINE (CCCL); THENCE, ALONG SAID CCCL N83°11'37"E A DISTANCE OF 67.31 FEET TO A POINT; THENCE S07°21'24"E A DISTANCE OF 203.23 FEET TO A POINT ON THE NAVARRE BEACH EROSION CONTROL LINE AS RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, AND THE POINT OF BEGINNING HAVING COORDINATES OF NORTHING 509,391.00 FEET AND EASTING 1,223,175.98 FEET (NAD 83/90); THENCE ALONG SAID EROSION CONTROL LINE N57°14'13"E A DISTANCE OF 29.99 FEET TO A POINT; THENCE CONTINUING ALONG SAID EROSION CONTROL LINE N81°21'45"E A DISTANCE OF 75.10 FEET TO A POINT; THENCE, LEAVING SAID EROSION CONTROL LINE, S07°21'24"E INTO THE WATERS OF THE GULF OF MEXICO A DISTANCE OF 1,235.69 FEET TO A POINT; THENCE S52°21'24"E A DISTANCE OF 27.93 FEET TO A POINT 1973.43 FEET DISTANT FROM THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT STAMPED "R211 2005" HAVING COORDINATES OF NORTHING 509,854.56 FEET AND EASTING 1,224,493.41 FEET (NAD 83/90) ALONG A BEARING OF N31°43'18"E; THENCE S07°21'24"E A DISTANCE OF 66.56 FEET TO A POINT; THENCE S37°38'36"W A DISTANCE OF 60.24 FEET TO A POINT; THENCE S82°38'36"W A DISTANCE OF 56.48 FEET TO A POINT; THENCE N52°21'24"W A DISTANCE OF 60.24 FEET TO A POINT; THENCE N07°21'24"W A DISTANCE OF 66.56 FEET TO A POINT; THENCE N37°38'36"E A DISTANCE OF 27.93 FEET TO A POINT; THENCE N07°21'24"W A DISTANCE OF 1,221.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 142,020.43 SQUARE FEET, OR 3.260 ACRES MORE OR LESS

NOTES:

- THIS IS A FIELD SURVEY
- COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 1990 (NAD 83/90).
- GRID COORDINATES ARE BASED ON MORGAN & EKLUND ALUMINUM PIPE MONUMENTS "R209.5 2005" HAVING A NORTHING OF 509,571.69 FEET AND AN EASTING OF 1,223,129.47 FEET NAD 83/90, AND "R211 2005", HAVING A NORTHING OF 509,854.56 FEET AND AN EASTING OF 1,224,493.41 FEET NAD 83/90.
- MEAN HIGH WATER ELEVATION OF 0.72 FEET NAVD 88 IS BASED ON A LOCAL DATUM DIFFERENCE OF -0.37' FROM THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) AND ON POINT ID 100600 OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LAGINS.ORG), AS SHOWN ON THE FDEP MEAN HIGH WATER PROCEDURE APPROVAL FORM DATED DECEMBER 13, 2004.
- THE BASIS OF BEARING IS THE SOUTHERN RIGHT-OF-WAY LINE OF GULF BOULEVARD, HAVING A BEARING OF N81°17'40"E.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RECEIVED

DEC 16 2009

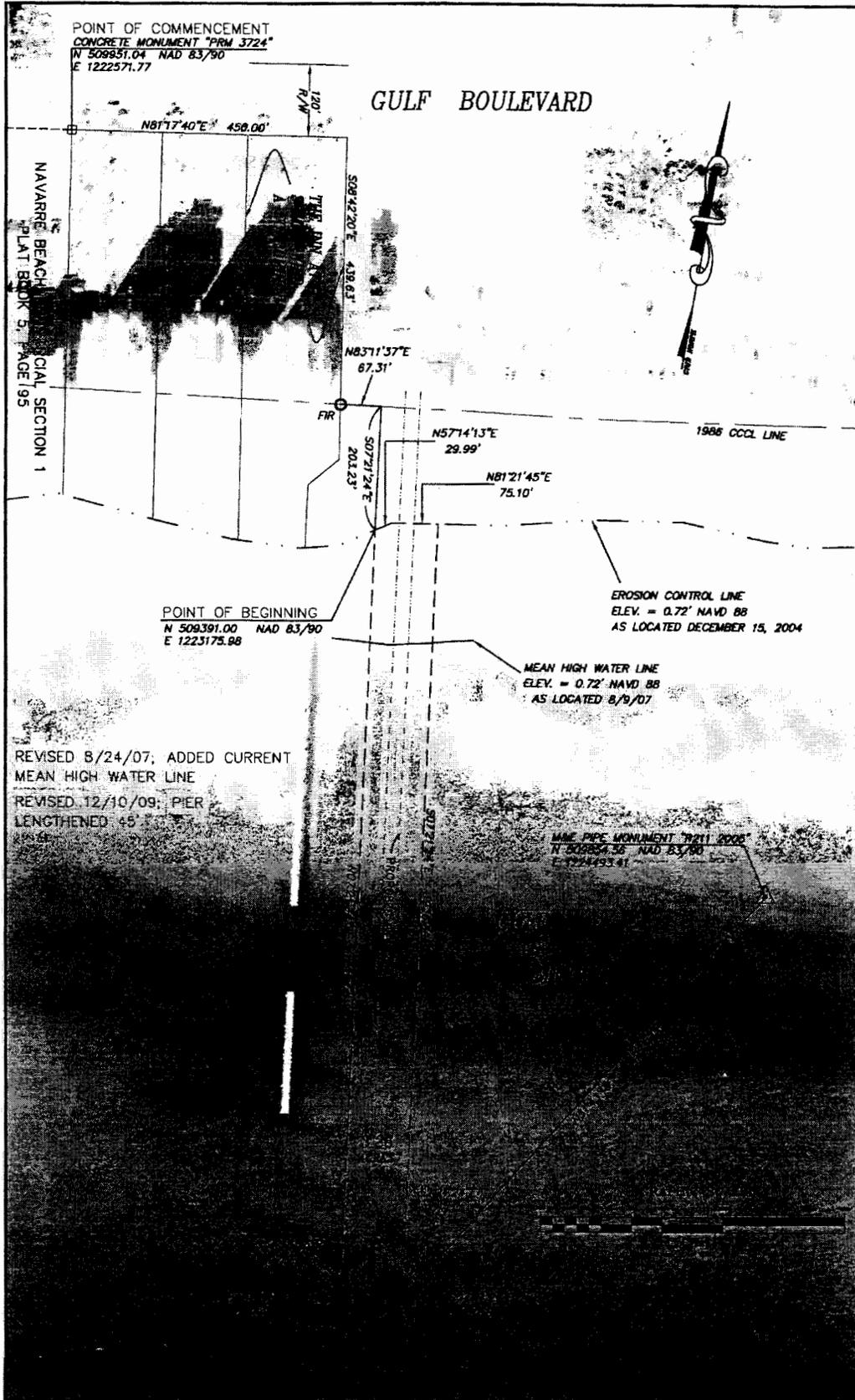
**BUREAU OF BEACHES
AND COASTAL SYSTEMS**

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BY MEASURED, BY A PERSONAL SURVEY, MADE UNDER MY SURVEYOR'S AND TRUSTEE'S SEAL AND CONTROL TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ACCORDS TO THE BEST PRACTICES AND STANDARDS SET FORTH IN THE BUREAU OF BEACHES AND COASTAL SYSTEMS, DIVISION OF LAND MANAGEMENT, COASTAL SERVICES TO CUSTOMERS, FLORIDA STATUTES.

JOHN B. JERNIGAN, SURVEYOR & TRUSTEE
STATE OF FLORIDA

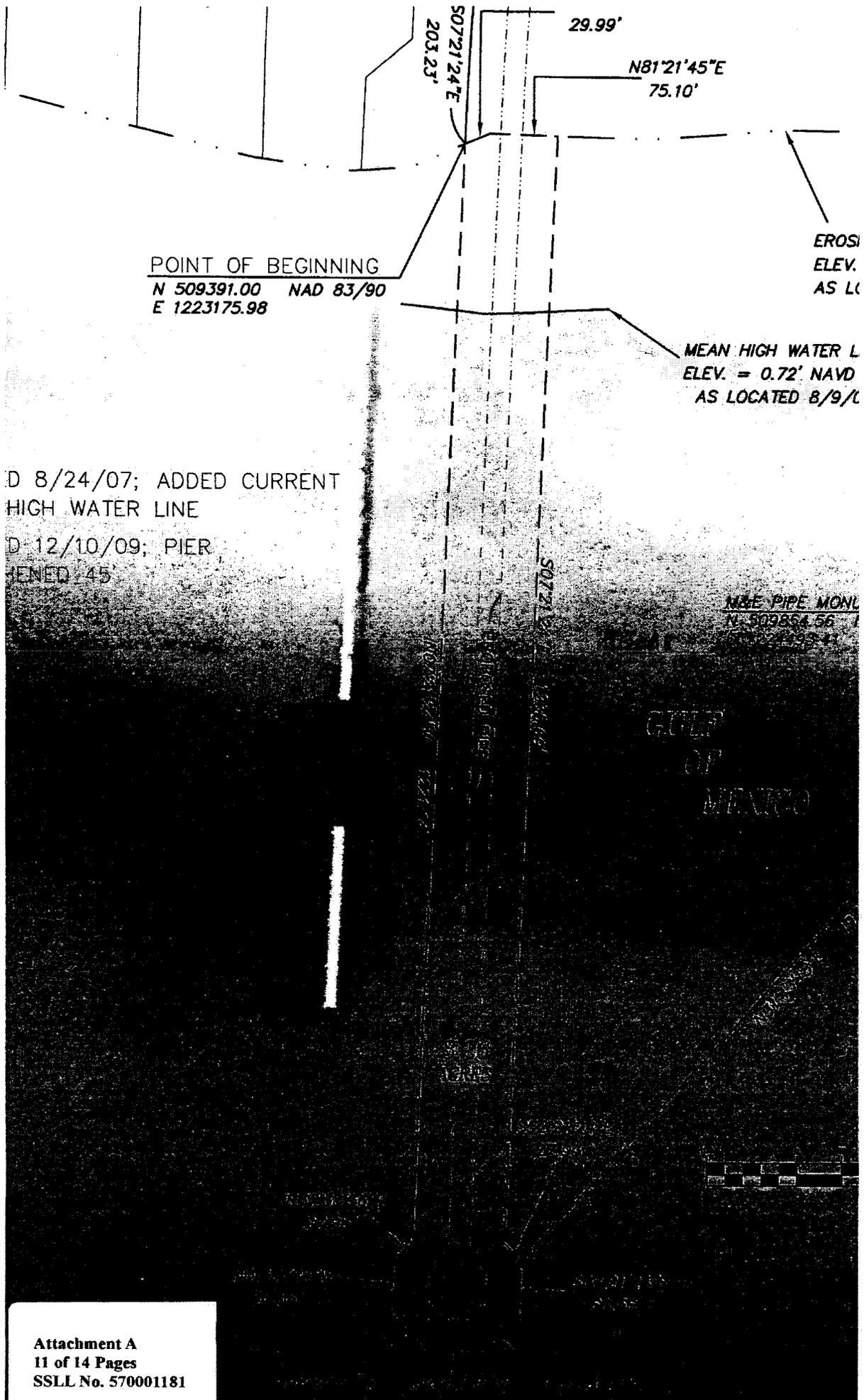
CERTIFIED TO:
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA.

 <p>MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS</p> <p>8740 US HIGHWAY #1 P.O. BOX 1430 WINDSOR, FL 32070 PHONE: (772) 388-5394 FAX: (772) 388-3185</p> <p>1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441 PHONE: (561) 431-0852 FAX: (561) 431-0451</p>	<p>SUBMERGED LANDS EASEMENT LEGAL DESCRIPTION PROPOSED NAVARRE BEACH PIER REPLACEMENT - FOR - POST, BUCKLEY, SCHUH & JERNIGAN</p>		<p>CONTRACT NO. 5524.00</p>
	<p>DATE OF CAG</p>	<p>DATE OF JRN</p>	<p>DATE OF PAC</p>



 <p>MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS</p> <p>6745 US HIGHWAY #1 P.O. BOX 1400 UNIVERSO, FL 33570 PHONE: (772) 388-5384 FAX: (772) 388-3185</p> <p>1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441 PHONE: (561) 421-0882 FAX: (561) 421-0451</p>	<p>SUBMERGED LANDS EASEMENT SKETCH OF DESCRIPTION PROPOSED NAVARRA BEACH PIER REPLACEMENT - FOR - POST, BUCKLEY, SCHUH & JERNIGAN</p>		<p>Drawings No. 5524.00</p>
	<p>DATE BY CAG</p>	<p>DESIGNED BY JRM</p>	<p>FIELD BOOK PAGE NO.</p>

Attachment A
10 of 14 Pages
SSLL No. 570001181



POINT OF BEGINNING
 N 509391.00 NAD 83/90
 E 1223175.98

EROSION
 ELEV.
 AS LOCATED

MEAN HIGH WATER LINE
 ELEV. = 0.72' NAVD
 AS LOCATED 8/9/09

ADDED 8/24/07; ADDED CURRENT
 HIGH WATER LINE

ADDED 12/10/09; PIER
 WIDENED 45'

M&E PIPE MONUMENT
 N 509854.56
 E 1223175.98

GULF
 OF
 MEXICO

15.00

Mary M Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

CONVEYANCE DOCUMENT

Know All Men by These Presents, that SUNDIAL/NAVARRE, INC., a Florida corporation, of 1234 Airport Road, Suite #124, Destin, Okaloosa County, Florida, 32541, party of the first part, grants to Santa Rosa County, a political subdivision of the State of Florida, whose address is 6495 Caroline Street, Milton, Florida 32570-4592, party of the second part, the pier and related improvements as a voluntary charitable contribution for the public benefit, the receipt whereof is hereby acknowledged by Santa Rosa County, Florida that SUNDIAL/NAVARRE, INC has transferred and delivered, and by these presents does transfer, and deliver unto the said party of the second part, its executors, administrators, successors and assigns, the following goods and chattels,

See Exhibit "A" attached hereto and made a part hereof

To Have and to Hold the same unto the said party of the second part, its executors, administrators, successors and assigns forever.

The fair market value of the pier, leasehold estate, and related improvements described in Exhibit "A" is Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00).

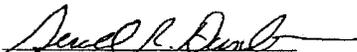
And do for and its heirs, executors and administrators, covenant to and with the said party of the second part, its executors, administrators, successors and assigns, that said party of the first part is the lawful owner of the said goods and chattels; that they are free from all incumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the transfer and conveyance of the said property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators, successors and assigns, against the lawful claims and demands of all persons whomsoever.

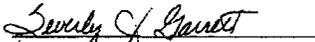
In Witness Whereof, said party of the first part has hereunto set its hand and seal this 21 day of March, 2000.

Signed, sealed and delivered in presence of:

SUNDIAL/NAVARRE, INC.,
A Florida corporation


Michael Wm Mead

BY: 
Gerald R Dunkle, Its President


BEVERLY J GARBREE

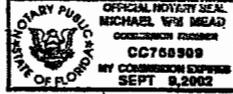


State of Florida

County of Okaloosa

The foregoing CONVEYANCE DOCUMENT was executed this 21 day of March 2000 by Gerald R. Dunkle, as President of SUNDIAL/NAVARRE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.


Notary Public
MY COMMISSION EXPIRES:



The Innl Conveyance Document re pier & improvements
MWM/hjg

(MWM)

EXHIBIT "A"

Parcel D (identified as Phase 1-A on survey)

A PARCEL OF LAND IN UNSECTIONED TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 1, FIRST ADDITION TO NAVARRE BEACH, COMMERCIAL SECTION 1, AS RECORDED IN PLAT BOOK 5 AT PAGE 95 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF GULF BOULEVARD (120' R/W); THENCE NORTH 81°17'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 450.00 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 08°42'20" EAST, 531.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 200.52 FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 56 FEET, MORE OR LESS; THENCE NORTH 07°25'22" WEST, 147.32 FEET; THENCE NORTH 40°25'56" EAST, 65.71 FEET TO THE POINT OF BEGINNING.

Improvements to Parcel D (identified as Phase 1-A on survey)

- A. Fishing pier that has been extended 200 feet with a 10' by 50' fishing "T", all done with concrete construction.
- B. The Pier has been improved with fresh water, pier store lighting, bench seating, trash receptacles and an architectural theme.
- C. Levitated pier access walkway.

Improvements made and paid by Sundial/Navarre, Inc. to the County-owned Parcel to the east of Parcel D

- 1. Public beach access walkway.
- 2. New paved parking lot containing 204 parking spaces.
- 3. Public Restrooms.
- 4. Pier store/entrance building containing 1,600 square feet.
- 5. Exterior lighting on the buildings.
- 6. Landscaping with irrigation system.
- 7. Road improvements along the entrance to facilitate ingress and egress.

(Handwritten signature)

Hunter Walker

From: Tanya Westerkom [teedrew@aol.com]
Sent: Friday, February 01, 2013 3:25 PM
To: Hunter Walker
Subject: Run approval for Pace High Band

Attachments: photo.PNG; ATT00001.txt



photo.PNG (2 MB) ATT00001.txt (89 B)

>> Mr. Walker,

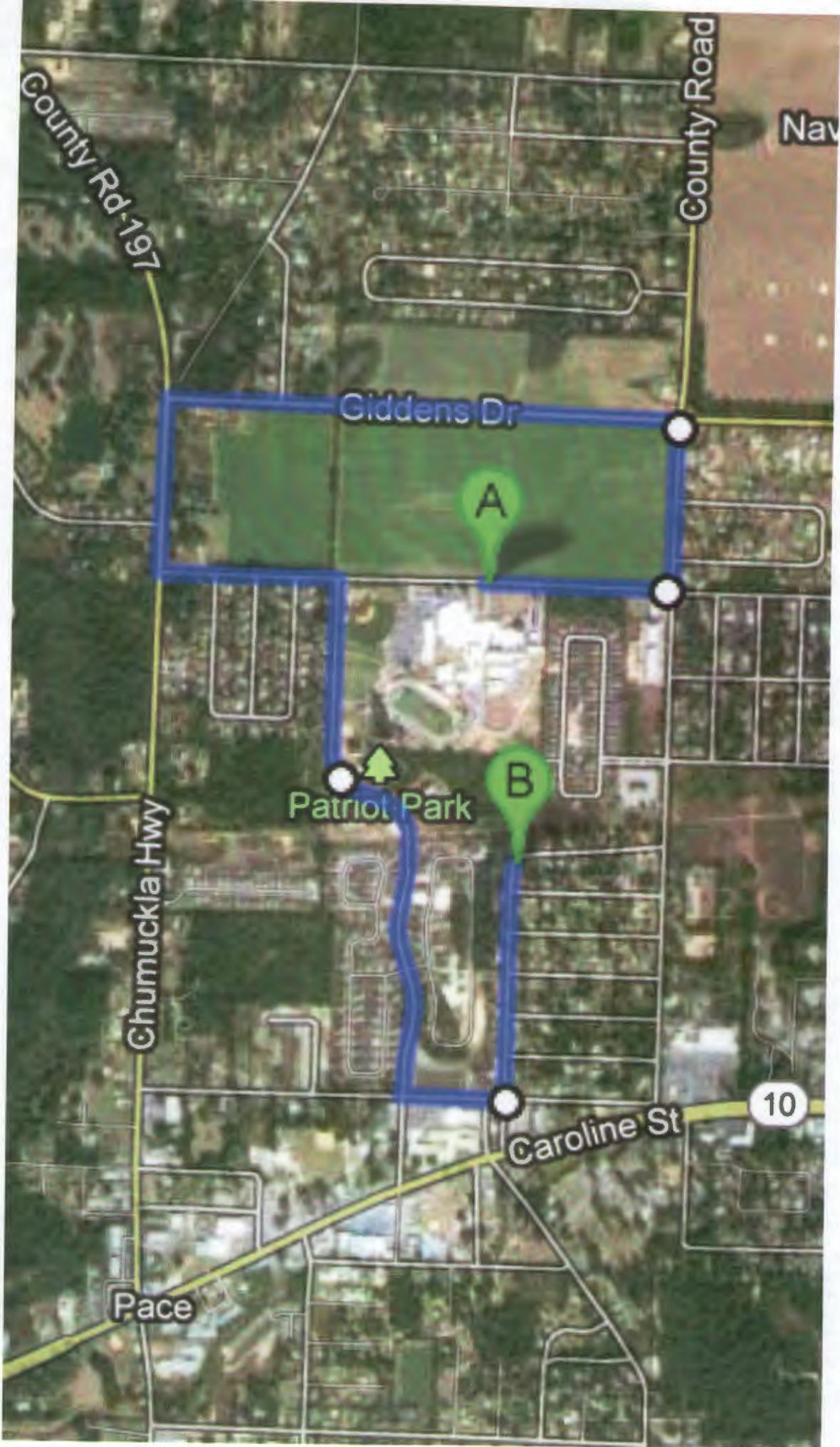
>>
>> Pace High Band is asking for approval for a fun run, the "Pace High Band Patriot Dash."
>> The run takes place on May 11th at 9:00 am, starts and ends at Pace High School. Participants will run approximately 5 kilometers and periodically run through stations with clouds of color being tossed into the air by our students. The color (corn starch) is biodegradable and FDA approved. The objective for the run is for participants to have fun and create a tie-dyed commemorative shirt by running through the color. The fire department has consented to wash away any residual color as necessary.

>> Recently, there was a similar run, the Jubilee Run, Walk, or Drag with Color in Pensacola, which was extremely successful.

>>
>> The band has received approval from Pace High. We are working with the Fire Department and Sheriff's Department to discuss any needed rerouting of roads, and will abide by their final recommendations. The Run will have the appropriate number of deputies recommended by the Sheriff's Office. They await County approval so we can finalize these measures and the event is put on their calendar. The route runs along one block of Chumuckla Highway and one block of West Spencer Field Road, so any inconvenience to traffic on these roads should be minimal. The remainder of the route runs along minor roads. A picture of the route is included in this email.

>>
>> Again, Pace High Band requests County approval to host their inaugural Patriot Dash. We look forward to receiving permission to proceed, so that we may begin the implementation of our plans for the run promptly.

>>
>> Thank you,
>>
>> Pace High Band
>
>
>



10

Kathy Jordan

From: CJ Stein [surfncj@gmail.com]
Sent: Monday, February 04, 2013 12:32 PM
To: Hunter Walker
Cc: Kathy Jordan; christina.stein
Subject: Navarre Beach Surf Warriors/Wounded Warrior Project May 18, 2013 Request for event permittance

Attachments: SURF WARRIOR FLYER.pdf

Mr. Hunter Walker and Mr. Devan Cook,

The Wounded Warrior Project is coming to Northwest Florida on May 18, 2013! As project manager of Navarre Beach Surf Warriors of Navarre we have selected Navarre Beach to host the second annual event in collaboration with Ms. Kelley Body of Wounded Warrior Project of Jacksonville! I surf with Gulf Coast Surf Sisters and work at Hurlburt Field as an Exercise Physiologist for our battlefield airmen. This allows me to be the liason between our military community and our civilian community. This event is the brain child of Paul West, Florida Surfing Association President, who has successfully hosted similar events with much success for over 4 years now. I am kindly requesting approval and ensuring the permitting processs is completed. If need be I will get on the agenda and gladly come see you in person.

The Wounded Warrior Project is an inspirational project for men and women from the armed services that have suffered war injuries. The community and divisions of the military unite to give the veterans a unique experience. I would like to propose a site plan that includes Navarre Beach Park. Depending on conditions we have the Gulf picked as the first choice and Soundside in the event of rough surf. This is a small event in participation but big in morale, recreation and welfare. I anticipate a couple hundred people on the beach to spectate and staff the event. It is an awesome chance to give back to the wounded veterans coming to our beach. I appreciate your consideration for approval. Please see attachments from last years event (2013 sponsors are still pending). Thank You Kindly!!

Warmest Regards,

CJ Stein, Navarre Beach Surf Warriors, Navarre, FL
Kelley Body, Wounded Warrior Project, Jacksonville, FL

2/7/2013

11



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 1/22/2013
Contract No. 6070

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Stephanie Rodriguez

and County of Santa Rosa, FL ("Customer")
6495 Caroline St, Suite D
Milton, FL 32570
Phone: (850) 983-1848
Principal Contact and Master Access Holder:
Sheila Harris, Grants Coordinator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

Table with 5 columns: eCivis Products, Description, Units, Avg Unit Price, Total Price. Rows include GN: Research - 1 User License, GN: KnowledgeBase - 1 User License, Product Sub-Total, and TOTAL PRICE.

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 2/15/2014. Payment is due net 30 days from invoice date.

Cycle 1: 2/16/2013 through 2/15/2014 for a price of \$ 3,750

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: February 15, 2013.

Renewal Terms - Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:
County of Santa Rosa, FL

Accepted By:
eCivis, Inc.

By: (Authorized Signature)

By: (Authorized Signature) with handwritten signature

Name: (type or print)

Name: James Ha (type or print)

Title:

Title: CEO

Date:

Date: 1/22/2013

Send invoice to (if different than address above):

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

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9. Limitation of Liability
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12. General Provisions
13. Mutual Indemnification

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant Purchase Order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM, Professional Services or Nonprofit One-StopTM.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non-delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions

of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

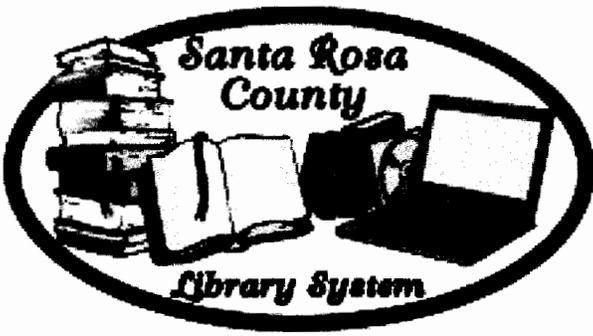
13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim

Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



Attached is a proposal to allow residents of Pensacola Beach to use Santa Rosa County libraries.

After receiving a request from Commissioner Melvin and numerous residents of Pensacola Beach, I have drafted a proposal to allow residents of Pensacola Beach to use Santa Rosa County libraries.

I have developed a good working relationship with Escambia County's new director, and I believe this is the time to reconsider extending our services to residents of Pensacola Beach. It will be a step towards building a stronger relationship with Escambia County and its library system. Additionally, I believe it will be good for the community.

Gwen Wilson, Library Director

Proposed Library Borrowing Policy for
Pensacola Beach Residents (1/29/13)

Applicants who are not residents of Santa Rosa County but who reside on Pensacola Beach may receive a Santa Rosa County Library Card at no charge, provided the Pensacola Beach applicants comply with the following:

- 1). Applicants 18 and older must present Photo ID and two forms of verification that confirm permanent residency at a Pensacola Beach address.
- 2). Applicants 17 and younger must be accompanied by a parent or guardian who must present Photo ID and two forms of verification that confirm permanent residency at a Pensacola Beach address. Parent or guardian signature is required for all applicants under the age of 18.
- 2). The patron will be allowed to check out 10 items at a time for a three week checkout period.
- 3). The library card will remain active for one (1) year, at which time it may be renewed if the account is clear and proof of continued Pensacola Beach residency is provided.

*Santa Rosa County residents are allowed to check out 15 items for a three week loan period. Their cards are good for 2 years and may be renewed if their accounts are in good standing.

*Temporary residents (Snowbirds) are allowed to check out five (5) items for a three week loan period. Their cards are good for 6 months and may be renewed if their accounts are in good standing. They may also reactivate their cards if they return the next season and their accounts are in good standing.

* Pensacola Beach students who attend Gulf Breeze Middle School and Gulf Breeze High School are currently allowed to check out 15 items for a three week period. Their cards must be renewed at the beginning of each school year provided their accounts are in good standing.

NOTICE OF INTENT TO CONSIDER AN ORDINANCE

The reading and adoption of the following proposed Ordinance by the Board of County Commissioners of Santa Rosa County, is scheduled for 9:30 a.m., February 14, 2013, in the Commissioners meeting room at the County Administrative Complex, located at 6495 Caroline Street, Milton, Florida.

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING ORDINANCE 99-22; AMENDING SECTION FOUR TO ALLOW AN ADDITIONAL HOMESTEAD TAX EXEMPTION FOR PERSONS AGE 65 AND OLDER; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The Ordinance may be inspected by the public prior to the above scheduled meeting at the Office of the Clerk of Courts, BOCC Support Services Department, 6495 Caroline Street, Milton, Florida. All interested parties should take notice that if they decide to appeal any decision made by the Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of the proceeding they are appealing exists and for such purpose they will need to insure that a verbatim record of the proceeding is made, which record shall include the testimony and the evidence upon which their appeal is to be based. Interested parties may appear at the meeting and be heard with respect to these proposed ordinances. If you are a person with a disability who needs any accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact Kathy Jordan at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public hearing.

- 1 issue –Press Gazette – January 30, 2013
- 1 issue – Gulf Breeze News – January 31, 2013
- 1 issue – Navarre Press – January 31, 2013

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

Attn: Kathy Jordan, Office Manager

Legal Line Ad

ORDINANCE NO. 2013 - ____

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING ORDINANCE 99-22; AMENDING SECTION FOUR TO ALLOW AN ADDITIONAL HOMESTEAD TAX EXEMPTION FOR PERSONS AGE 65 AND OLDER; PROVIDING FOR CODIFICATION; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 4 of Santa Rosa County Ordinance 99-22 is amended as follows: (Language added is printed in type which is **bold underline** type, and language deleted is printed in ~~struck through~~ type.).

SECTION 4.

(a) In accordance with Section 6(f), Article VII of the Florida Constitution and Section 196.075, Florida Statutes, as amended, the Board of County Commissioners hereby authorizes ~~an additional, homestead tax exemption of \$25,000 commencing with the year 2000 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000~~ **the following additional, homestead tax exemption:**

- (1) **An exemption of fifty thousand dollars for any person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner and who has attained age sixty-five and whose household income, as defined by general law, does not exceed twenty thousand dollars as calculated in Subsection (b), or;**
- (2) **An exemption equal to the assessed value of the property for any person who has the legal or equitable title to real estate with a just value less than two hundred and fifty thousand dollars and who has maintained thereon the permanent residence of the owner for at least twenty-five years and who has attained age sixty-five and whose household income does not exceed the income limitation prescribed in paragraph (1), as calculated in Subsection (b).**

(b) Beginning January 1, 2001, such person's \$20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department, of Labor,

(c) Persons receiving such additional homestead tax exemption shall be subject to the provisions of Sections 196.131 and 196.161, Florida Statutes, as amended, if applicable, pertaining to wrongful receipt of a homestead tax exemption.

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

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

PASSED AND ADOPTED by a vote of ___ yeas and ___ nays and ___ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the ___ day of February, 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

NOTICE OF PUBLIC HEARING

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

THE CENTERLINE OF DRISKELL ROAD VACATION REQUEST
DESCRIBED AS FOLLOWS:

DESCRIPTION PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

COMMENCE AT A 2 INCH IRON PIPE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA (CORNER ESTABLISHED BY MONUMENTATION, SURVEY BY OTHERS, AND COMMON REPORT); THENCE GO SOUTH 87 DEGREES 35 MINUTES 17 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 2490.34 FEET; THENCE GO SOUTH 01 DEGREES 44 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 1321.38 FEET TO AN EXISTING CONCRETE MARKER MARKING THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA (CORNER ESTABLISHED BY MONUMENTATION, SURVEY BY OTHERS, AND COMMON REPORT); THENCE GO NORTH 87 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 990.06 FEET; THENCE GO SOUTH 01 DEGREES 44 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 638.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PAMALITO DRIVE (R/W UNDETERMINED); THENCE GO SOUTH 71 DEGREES 10 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 470.68 FEET; THENCE GO SOUTH 65 DEGREES 37 MINUTES 08 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF PAMALITO DRIVE FOR A DISTANCE OF 240.16 FEET TO THE POINT OF BEGINNING OF SAID 18 FOOT WIDE ACCESS EASEMENT LYING 9 FEET MORE OR LESS AND TO THE EDGE OF PAVEMENT OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE GO SOUTH 02 DEGREES 49 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 89.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 41.38 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.38 FEET FOR AN ARC DISTANCE OF 75.59 FEET (DELTA= 104 DEGREES 39 MINUTES 39 SECONDS, CHORD BEARING= SOUTH 56 DEGREES 35 MINUTES 39 SECONDS EAST, CHORD DISTANCE= 65.51); THENCE GO NORTH 75 DEGREES 38 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 38.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 53.98 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.98 FEET FOR AN ARC DISTANCE OF 62.68 FEET (DELTA= 66 DEGREES 31 MINUTES 37 SECONDS, CHORD BEARING= NORTH 20 DEGREES 01 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 59.22 FEET); THENCE GO NORTH 19 DEGREES 01 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 14.84 FEET TO THE POINT OF TERMINATION. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

AND WHEREAS, a time and date has been established for a public hearing for the Board of County Commissioners to consider the advisability of exercising its authority pursuant to Chapter 336 of the general statutes of Florida to vacate, abandon, discontinue, renounce and disclaim any right or interest of the public in and to the above described property.

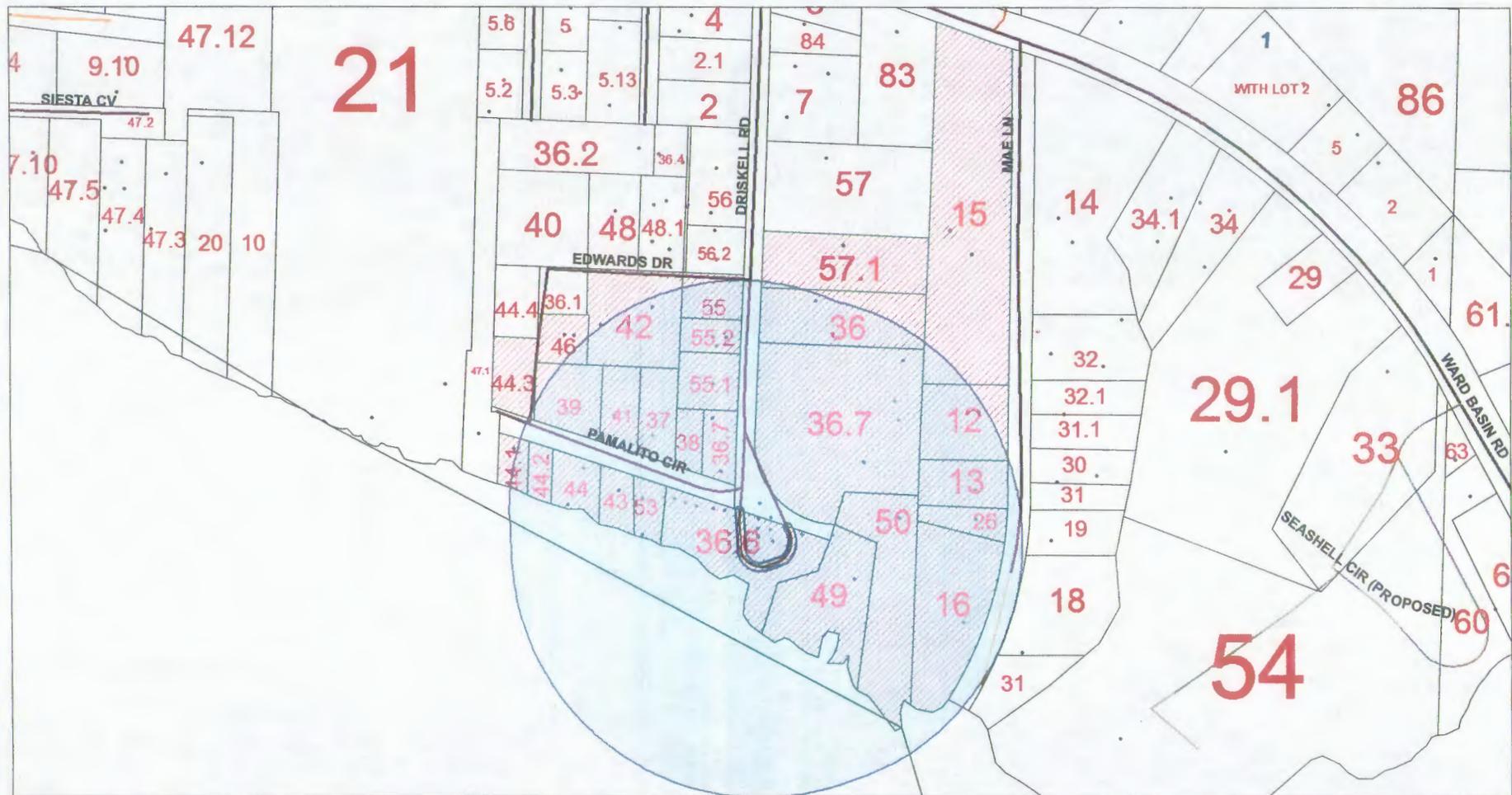
NOW THEREFORE, all interested persons and the public generally are directed that a public hearing upon the above mentioned Petition, shall be held by the Board of County Commissioners of Santa Rosa County, Florida, in the Commissioners Meeting Room in the Santa Rosa County Administrative Center located at 6495 Caroline Street, Milton, Florida on the 14th day of February, 2013, at the hour of 9:30 a.m. cst/cdst, or as soon thereafter as the matter can be considered.

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

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

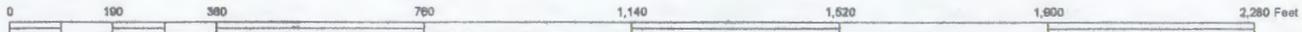
If you are a person with a disability who needs any accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact Kathy Jordan at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public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

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



SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
RIGHT-OF-WAY VACATION MAP FOR BOCC ADMINISTRATIVE SERVICES DEPARTMENT

SUBJECT: A PORTION OF DRISKELL ROAD AS PROVIDED



LEGEND

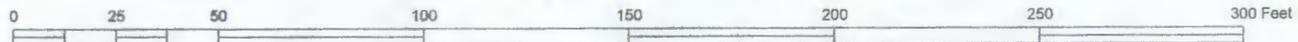
-  Selected Parcels
-  Vacation centerline
-  To be vacated
-  500' Radius of vacated R/W

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



SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
RIGHT-OF-WAY VACATION MAP FOR BOCC ADMINISTRATIVE SERVICES DEPARTMENT

SUBJECT: A PORTION OF DRISKELL ROAD AS PROVIDED



LEGEND

- Selected Parcels
- Vacation centerline
- To be vacated
-
-
-

NOTICE OF PUBLIC HEARING

WHEREAS, Betty L. Calloway, has petitioned to vacate, abandon, discontinue and renounce any interest and right of the public in and to the following described property to wit:

The alleyway located between lots 9, 10, 11, & 12 and between lots 13, 14, 15, and 16 of block 667 in the Avalon Beach Subdivision as recorded in Plat Book A, pages 1-10, of the public records of Santa Rosa County, Florida

AND WHEREAS, a time and date has been established for a public hearing for the Board of County Commissioners to consider the advisability of exercising its authority pursuant to Chapter 336 of the general statutes of Florida to vacate, abandon, discontinue, renounce and disclaim any right or interest of the public in and to the above described property.

NOW THEREFORE, all interested persons and the public generally are directed that a public hearing upon the above mentioned Petition, shall be held by the Board of County Commissioners of Santa Rosa County, Florida, in the Commissioners Meeting Room in the Santa Rosa County Administrative Center located at 6495 Caroline Street, Milton, Florida on the 14th day of February, 2013, at the hour of 9:30 a.m. cst/cdst, or as soon thereafter as the matter can be considered.

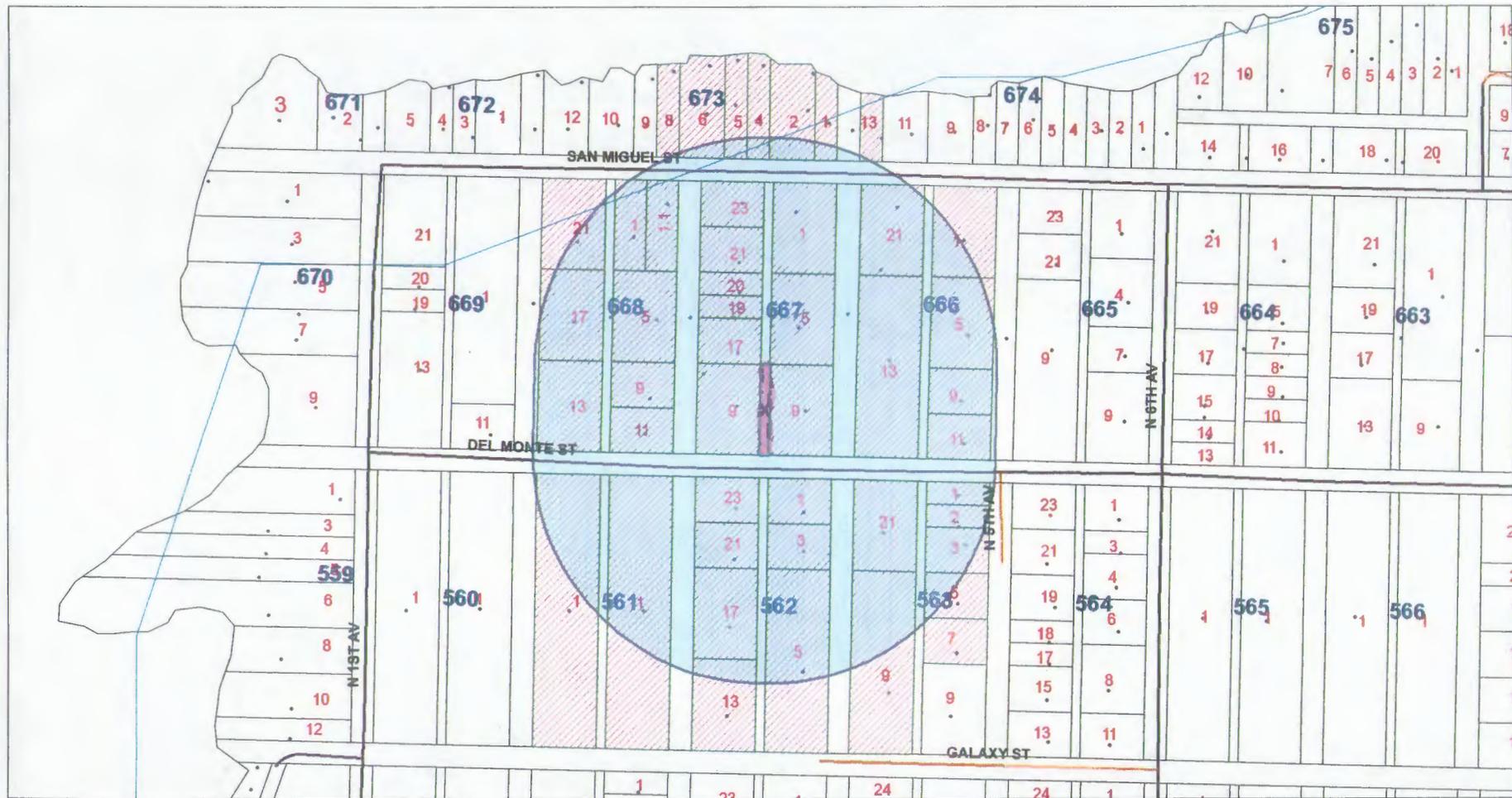
All interested parties should take notice that if they decide to appeal any decision made by the Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of proceedings they are appealing exists and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

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

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

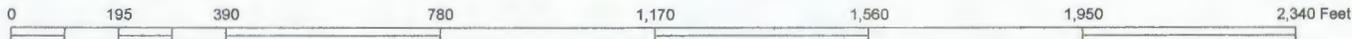
Gregory S. "Greg" Brown, C.F.A.

Santa Rosa County Property Appraiser



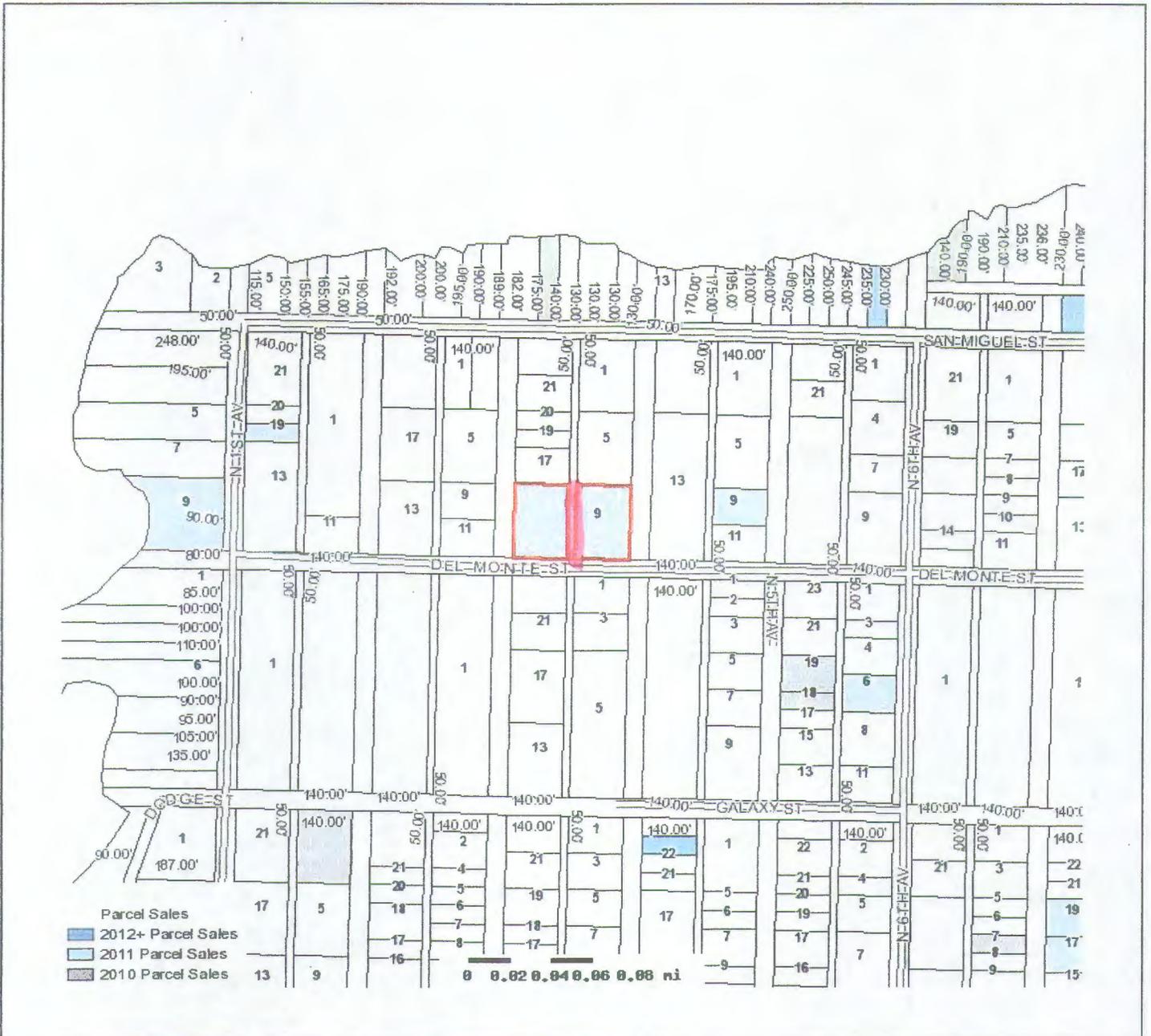
**SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
VACATION MAP FOR BOCC ADMINISTRATIVE SERVICES**

**TO BE VACATED: ALLEY BETWEEN LOTS 9-12 INCL & LOTS 13-16 INCL, BLK 667,
AVALON BEACH SUBDIVISION**



LEGEND

- Selected Parcels
- 500' Radius
- Variance Boundary



Santa Rosa County Property Appraiser			
Parcel: 40-1N-28-0090-66700-0090 Acres: 0			
Name:	CALLOWAY BETTY L	Land Value	18,620
Site:	4972 DEL MONTE ST	Building Value	64,170
Sale:	\$100 on 12-2011 Vacant=N Qual=U	Misc Value	4,190
Mail:	507 PINEBROOK CIR CANTONMENT, FL 32533	Just Value	86,980
		Assessed Value	86,980
		Exempt Value	0
		Taxable Value	86,980



The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER SANTA ROSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 12/03/12 : 10:19:20



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
February 11, 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 February 14, 2013 at 9:00 a.m. in Milton, Florida.

1. Discussion of EPA New Source Performance Standards (NSPS) for municipal solid waste landfills for Title V air emissions sampling. (Attachment A)
2. Recommend approval to advertise the Central Landfill gas control system. (Attachment B)



**SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT**
6075 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

A

Memo

To: Hunter Walker, County Administrator

From: Jerrel Anderson, P.E., Environmental Manager *JJA*

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

Date: January 30, 2013

Re: New Source Performance Standards (NSPS) Tier II Sampling at Central Landfill

Situation:

EPA's New Source Performance Standards (NSPS) requires Municipal Solid Waste Landfills that have Non-Methane Organic Compound (NMOC) emissions greater than 50 Mg/Year to be permitted as a Title V Air Emissions Source, triggering extensive monitoring and reporting requirements. NMOC emissions are calculated using EPA default values or actual landfill emission values obtained by Tier II sampling. In 2007, SRC Environmental Office contracted with SCS Engineers to perform the required Tier II sampling at Central Landfill. Analysis of that sampling projected a NMOC emission rate of 17.2 Mg/Year at Central Landfill, significantly less than regulatory limit of 50 Mg/Year and eliminated the requirement for a Title V Permit at Central Landfill. EPA regulations require Tier II sampling be completed every 5 years to determine Title V Emission rates for permitting requirements.

Finding:

In accordance with EPA's NSPS requirements, Santa Rosa County's Central Landfill is required to complete a second round to Tier II sampling to maintain its Non-Title V status and avoid significant monitoring and reporting requirements. The Tier II reporting must also be completed prior to DEP approving the LFG Collection and Control System Air Construction Permit. HDR Engineering was selected to design the LFG Collection and Control System and prepare the Air Construction Permit for submission to DEP. That effort required HDR to collect waste disposal data for Central over the last 5 years which was used to calculate LFG generation rates. This same data, along with sampling of LFG at Central, will be used to generate the Tier II report for DEP.

Recommendation:

That the BOCC authorize the Environmental Department to contract with HDR Engineering Services to perform the required Tier II sampling, analysis and reporting for submission to the Florida Department of Environmental Protection.



January 15, 2013

Jerrel Anderson, PE
6065 Old Bagdad Highway
Milton, FL 32583

RE: Proposal to Conduct Tier 2 Sampling and Analysis
Santa Rosa County Central Landfill

Dear Mr. Anderson:

As requested, HDR Engineering, Inc. (HDR) has prepared this scope of work to conduct Tier 2 sampling and analysis for the Santa Rosa County Central Landfill (Landfill) located in Milton, FL. Based on recent correspondence from the Florida Department of Environmental Protection, a Tier 2 analysis needs to be conducted to determine the NMOC concentration to avoid Title V permitting requirements.

The following scope of work details the effort to prepare the Tier 2 Report. This scope of work lists the estimated fee and the proposed schedule to complete the above services and submittal to FDEP.

Scope of Work

Task 1 – Tier 2 Report

As allowed in 40 CFR 754 (a)(3), HDR has prepared this scope of work to perform Tier 2 sampling and reporting for the Facility. Typically, most landfills exceed the non-methane organic compound (NMOC) levels set by the CAA-NSPS with their initial Tier 1 calculations. The site-specific NMOC concentration determined through Tier 2 testing is expected to reduce the reported NMOC emission rate for the landfill and potentially keep the Facility from being required to install a gas collection system.

Subtask 1 -Tier 2 Test Plan

Based on conversations with Rick Prusa at the Florida Department of Environmental Protection (FDEP), a letter or email stating that Tier 2 testing will be performed in a similar manner to the 2007 Tier 2 testing can be submitted to FDEP. The Tier 2 testing will follow EPA Method 25C procedures for sampling. Tier 2 testing procedures require obtaining two samples per hectare (up to a maximum of 50 samples) in waste that has been in-place for at least two years. HDR understands that waste older than 2 years is located in Phases I thru III, Phase IV Cells A and B and as well as the old Class I area and potentially the Class III areas. HDR will utilize the most recent topographic survey provided by the County to develop the sampling location plan. HDR will coordinate with the County on which areas have waste in place older than two years. Based on this information and the size of the waste units, up to a maximum of 50 samples may be necessary. HDR will submit the sample location plan and the FDEP Tier 2 notification letter for the County to review and comment. Probes will be installed via direct push equipment. Based on information, no waste units have been capped with plastic liner that would inhibit the use of direct push methodology.

January 2013

FDEP Northwest District does not need to approve the Tier 2 Test Plan. FDEP also will likely request to be updated on the actual date of Tier 2 sampling, in order to have the opportunity to oversee the testing. The Tier 2 sample plan and FDEP letter can be completed within 2 weeks of NTP. Once FDEP has reviewed the Tier 2 notification letter and does not have any additional comments, HDR can move forward with Tier 2 sampling.

Subtask 2 – Tier 2 Sampling

HDR will perform Tier 2 sampling as described in EPA Method 25C and the submitted Tier 2 Test Plan. In general, this procedure requires gas quality measurements prior to sample capture to ensure proper collection of landfill gas from the sample location. Oxygen, methane, and carbon dioxide will be measured in the field to determine if the sample has been contaminated with surface air. The EPA allows compositing of up to five samples from five separate sample locations into one 6-liter Summa canister. Based on the size of the landfill, approximately 10 Summa canisters will be required. Passive vents will be covered to reduce the oxygen and nitrogen concentration near the sampling point as required in Tier 2 sampling procedures. HDR will sample gas quality prior to Summa canister sampling in order to reduce the potential for a poor quality sample. If sufficient sample points that meet gas quality requirements (<5% oxygen and <20% nitrogen) are not found, HDR will notify the County immediately. All samples will be sent to a laboratory for analysis. One duplicate and one equipment blank canister will also be sent to the laboratory for quality control, totaling 12 canisters. Each of the samples will be analyzed for NMOCs and for nitrogen or oxygen following EPA Method 3C. The nitrogen/oxygen laboratory testing is required by EPA to verify that the gas samples have not been contaminated with surface air.

For budgeting purposes, HDR assumes that up to three days may be required in the field, assuming weather conditions do not hamper sampling. It is assumed that the County will provide access to test locations. Landfill gas samples will be collected where waste has been in-place for more than two years. If additional days are needed to sample, we will notify the County immediately. We anticipate Tier 2 sampling can be completed within three weeks of the Tier 2 Test Plan submittal to FDEP.

Subtask 3 – Tier 2 Report

HDR will prepare the Tier 2 report, incorporating the laboratory analysis and field data into the attachments. The Tier 2 report will contain the revised gas generation output with the site specific NMOC concentration. The report will project the next five years of NMOC emissions based on anticipated waste acceptance rates. A draft copy of this report will be transmitted to the County for review and comment. Once finalized, a signed and sealed copy of the report will be submitted to FDEP. HDR will follow up with FDEP to ascertain the status of the approval of the report and to answer questions from FDEP with respect to the reporting.

Once Tier 2 sampling is complete, HDR will need four weeks for laboratory analysis of the landfill gas samples and preparation of the Tier 2 report for submittal to the County for review and ultimately to FDEP. The Tier 2 report should allow the County to delay installation of a landfill gas collection system for areas containing MSW waste and give FDEP the data it needs to approve the Flare Station Construction permit.

Summary

Schedule of Services

January 2013

HDR can move forwardly immediately after NTP. After FDEP acceptance of Tier 2 testing, HDR can schedule a site visit to the landfill to conduct the Tier 2 testing. We anticipate the Tier 2 report can be submitted to FDEP within 7 weeks from NTP.

Assumptions

Tonnage information required for the Tier 2 report will be submitted to HDR within 1 week of NTP. We assume only one mobilization for this work. Additional mobilizations due to limited access will be billed on a time and material basis.

Task Services and Budget

HDR will perform the Tier 2 sampling, analysis and reporting for a fee of \$19,980 on a time and material basis.

HDR appreciates the opportunity to provide you with these services on this project. Please contact myself at (904) 598-8931 should you have any questions or comments. Thank you again for the opportunity.

Respectfully submitted,
HDR Engineering, Inc.



Cliff Koenig, PE
Project Manager



Carol Worsham, ASLA, AICP
Managing Principal

Cc: Mark Roberts
Ron Hixson



SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT

6065 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

B

Memo

To: Hunter Walker, County Administrator

From: Jerrel Anderson, P. E., Environmental Manager *JJA*

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

Date: February 6, 2013

Re: Central Landfill – Landfill Gas Collection and Collection System Construction

Background:

The BOCC awarded to HDR Engineering for the design of a Landfill Gas Collection and Control Landfill.

Finding:

HDR Engineering has completed the design and bid specifications for a LFG Collection and Control System and the Environmental Department has reviewed and approved the design and specifications. In addition, the Florida Department of Environmental Protection, Air Resources Division, has reviewed and tentatively approved Santa Rosa County's application for an Air Construction Permit contingent on the NSPS Title V Tier II analysis at Central Landfill.

Recommendation:

That the BOCC approve advertising for bids to construct the LFG Collection and Control System for Central Landfill.

JA/am



Public Services Committee

Chaired by:
Lynchard & Williamson

Meeting:
February 11, 2013, 9:00 A.M.

AGENDA

Emergency Management

1. Request BOCC approval to submit application for three grants to the Florida Forest Service Volunteer Fire Assistance grant program and authorization for Chairman to sign all associated documents.

Development Services

2. Recommend BOCC approve renewal of Vehicle Lease Agreement with Pensacola Bay Transportation.
3. Recommend acceptance of \$2,000.00 in satisfaction of the SHIP second mortgage as part of short sale agreement for the property located at 6559 Kennington Circle, in lieu of foreclosure.
4. Recommend approval of the SHIP second mortgage subordination request for the property located at 8950 Timber Lane, Navarre.
5. Recommend approval of the SHIP second mortgage subordination request for the property located at 4361 Willow Street, Pace.

Department of Public Services

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

Tony Gomillion, Director



To: Santa Rosa County Board of County Commissioners
From: Brad Baker, Emergency Services Coordinator
Through: Tony Gomillion, Director, Public Services
Re: Volunteer Fire Assistance Grants
Date: February 14, 2013

RECOMMENDATION

Request approval to submit application for three grants to the Florida Forest Service Volunteer Fire Assistance (VFA) grant program and authorize signature of all associated documents. Based on the recommendation of VFA grant staff the request is broken down into three grants. Each grant will require a 50% match. Matching funds will be allocated from the MSBU Joint – Reserves account.

<u>Grant Amount</u>	<u>MSBU – match</u>	<u>Federal Share</u>
\$14,035.00	\$7,017.50	\$7,017.50
\$15,980.00	\$7,990.00	\$7,990.00
\$19,560.00	\$9,780.00	\$9,780.00

Background

This grant is available to the county as an avenue to obtain matching dollars for rural fire protection and will be used to purchase 15 sets of fire gear, 23 tone pagers, 6 portable radios and 2 mobile radios which meet the grant requirement. There is a \$10,000.00 cap (per grant) on the federal match. Upon approval from VFA the grant requires the purchase be made in full and the receipts sent to the state for the fifty percent match to be reimbursed.

Completion

Upon approval DEM staff will purchase the equipment, disperse to the receiving departments and process the grant forms to the state for reimbursement. Reimbursed funds will be returned to the MSBU Joint – Reserves fund.

Animal Services
Dale Hamilton
Interim Director

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

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

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

Emergency Management
Sheryl Bracewell
Director

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

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

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

Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"



Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

2

MEMORANDUM

TO: Board of County Commissioners
FROM: Shawn Ward, Transportation Planner
THROUGH: Beckie Cato, Planning Director
DATE: February 4, 2013
RE: Renewal of Vehicle Lease Agreement with Pensacola Bay Transportation

RECOMMENDATION

That the Board approve renewal of the attached agreement to authorize the County to continue to lease three vehicles to Pensacola Bay Transportation for use in the 5311 door-to-door public transportation service.

BACKGROUND

Currently, the County leases three vehicles to Pensacola Bay Transportation for door-to-door public transportation service in the rural areas of the County. The vehicles, one van and two small cutaways, were procured in 2009 as part of the American Recovery and Reinvestment Act (ARRA) of 2009. They have been in service for nearly two years and the agreement has expired.

The draft agreement is attached. There are no language changes between the draft agreement and the expired executed agreement except for the date of continuance.

Santa Rosa County Public Service Complex
6051 Old Bagdad Highway, Suite 202 Milton, Florida 32583
www.santarosa.fl.gov
Office: (850) 981-7000

**EQUIPMENT LEASE AGREEMENT
SANTA ROSA COUNTY
AND
PENSACOLA BAY TRANSPORTATION**

This Agreement, entered into this ____ day of _____, 2013 by and between Santa Rosa County, hereinafter called the "Lessor", and Pensacola Bay Transportation, hereinafter called the "Lessee", is effective on the date herein specified.

WITNESSETH

WHEREAS, the Lessee has been contracted to operate Section 5311 public transportation service in the non-urbanized areas of Santa Rosa County by Santa Rosa County, a sub-recipient of the federal 5311 grant;

WHEREAS, the Lessee, in its capacity as a transportation operator is in need of vehicles and equipment to serve the needs of the people of Santa Rosa County and is desirous of leasing from the Lessor passenger vehicles, as described in Exhibit A;

NOW, THEREFORE, for and in consideration of the premises and covenants contained herein, it is agreed as follows:

1. **LEASE TERM**

The vehicle(s) and equipment further described in Exhibit A, attached hereto and made a part hereof, are leased to the Lessee on the specified effective date, which is the latest date on the signature page, through June 30, 2014, consistent with the terms of the Community Transportation Coordinator.

2. **LESSEE COSTS**

The Lessor agrees to a \$1.00 per year per vehicle lease.

3. **DELIVERY**

The equipment at Exhibit A has been delivered to Pensacola Bay Transportation.

4. **TITLE**

It is expressly understood and agreed by the parties hereto that the title(s) to all equipment herein leased are and shall remain in the ownership of Santa Rosa County and the Lessee agrees not to loan, sell, sublet, assign or mortgage said equipment, or lend or permit said equipment to be subject to any legal process without the prior written consent of Santa Rosa County.

5. **MAINTENANCE**

A. The Lessee shall provide and pay the cost of maintenance and repair service of the leased equipment in accordance with standard preventive and corrective maintenance procedures on the basis of instructions in accordance with Florida Law – Rule 14-90, as amended, and/or supplied by the manufacturer. Preventive maintenance practices consistent with proper equipment care shall be exercised, including special attention to corrosion control. The Lessee further agrees to maintain the equipment in presentable condition.

B. All maintenance actions and replacement of parts shall be documented fully and reported to Lessor in accordance with reporting requirements, as contained in paragraph 14.

C. The Lessee understands and agrees to adhere to all requirements of the Federal Transit Administration (FTA) and FDOT relative to a satisfactory maintenance program for all leased equipment. The Lessee further agrees to submit an equipment maintenance plan and a safety plan and other appropriate reports to the FTA Sub-Grantee, which is the Lessor. These plans may be those included in the system safety program plan and security program plan that is part of the terms of the Lessee's contract.

6. FEDERAL INTEREST IN EQUIPMENT

This Lease Agreement provides for the use of public transportation equipment that has been financed by FTA. The Lessor and the Lessee warrant that the use of these FTA funded vehicles and equipment will be governed by the Lessor's FTA Agreement, by FTA Circular 9045.1, and by the Office of Management and Budget Circular A-87, codified at 2 CFR Part 225, as amended.

7. PROHIBITION ON CONFLICTS OF INTEREST

The Lessor and Lessee warrant that no employee, officer, or agent of the Lessor, nor any partner of such a person, nor any member of the immediate family of such a person, nor any organization which employs, or is about to employ, such a person, has a financial or other interest in the Lessee or will otherwise benefit from the execution or performance of this lease Agreement.

8. OWNERSHIP OF PARTS

The Lessee agrees to maintain a complete and accurate record with respect to any Lessor furnished equipment, parts, if any, using such parts only in the repair and maintenance of the Lessor's equipment. All such records shall be maintained on a generally acceptable accounting basis and shall be clearly identified and readily accessible to the Lessor upon request, at any and all reasonable times. However, it is expressly understood and agreed that nothing in this Agreement obligates the Lessor to furnish maintenance and repair parts to the Lessee and that all Lessee purchased parts installed on leased equipment become the property of the Lessor.

9. INSURANCE

The Lessee shall agree to carry insurance, or, if self-insured, guarantee liability, for minimum coverage as follows, naming Santa Rosa County as one of the insured:

Liability coverage in an amount of \$100,000 for the death or injury for anyone person, \$300,000 in the event of death or injury of two or more persons in a single accident, including liability to any employees engaged in operation of the vehicle(s), and \$50,000 for property damage. Comprehensive and collision coverage will be obtained for the full value of each vehicle, less normal deductible, not to exceed \$1,000.00, which shall be borne by the Lessee. Current value of equipment leased under this Agreement is as specified in Exhibit A.

10. EMPLOYMENT

The County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the contract, and any subcontractors performing work or providing services pursuant to the state contract are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Lessee is required to

implement E-Verify to verify employment eligibility of all new employees hired during the term of this lease agreement.

11. OPERATIONS

In the operation of equipment leased by this Agreement, Lessee agrees:

A. To limit use of leased vehicle(s) and equipment to Santa Rosa County or its subcontractor. No changes of use of said vehicle(s) and equipment will be implemented by Lessee unless written authorization is received from Lessor.

B. To maintain an FDOT approved System Safety Program Plan (SSPP) and Security Program Plan as required by Florida Law - Rule Chapter 14-90, as amended, which stipulates equipment and operational safety standards governing public sector bus systems in the state and remain compliant with the SSPP, the SPP, and Rule 14-90 FAC, as amended.

C. To comply with the Substance Abuse Policy in accordance with 49 CFR Part 40 and 655, as amended, and provide information required for annual certification.

D. Not to make any alterations or modifications to the equipment except upon receipt of written consent of the Lessor. The only exception to this provision is for the installation or alteration of passenger seats, seat belts and wheelchair locking equipment; such changes, however, must be made in accordance with acceptable industry standards and Americans with Disabilities standards and shall not permanently mar or damage the vehicle(s) or equipment; further, such changes shall, upon the termination of this Agreement, remain the property of the Lessor or shall be changed to original condition as the vehicles were received by Lessee, at the Lessor's sole discretion and instruction.

E. To precisely follow the Lessor's guidelines for affixing or painting any designs, or marking signs on the leased vehicles. No political advertisements will appear on leased equipment. Public service posters or announcements may be placed in pre-existing advertising racks, if any.

F. Not to use the equipment in violation of federal, state or local statute, law, regulation, ruling, order or ordinance.

G. To hold Lessor harmless for all fines, forfeitures or penalties for traffic violations or other violations incurred in connection with the operation of this equipment by Lessee.

H. To cause each vehicle to be operated only by a fully qualified, competent, and properly trained and licensed driver. Lessee shall require each driver to have a good driving record and to operate with all due care and diligence to prevent injuries, loss and damage of any nature. Procedures and training will be outlined in the SSPP.

I. To maintain in force an approved Drug Free Workplace Program and regularly train all qualified drivers, mechanics and other safety-sensitive personnel about system safety and substance abuse.

J. To protect the equipment from theft and other hazards while under Lessee's control.

K. To be responsible for damages and loss to equipment in the event of disaster, fire, theft, flood, riots, strikes, conversion, collision, or other partial or total destruction except to the extent the County may be reimbursed by payment of insurance proceeds.

L. To verbally notify the Lessor immediately of any theft, fire, improper performance, damage, accidents or collision in which the equipment has been involved and, refrain from operation of such equipment so involved until permission is obtained from the County; to supply a copy of any report required to be filed with any administrative body or governmental unit, to supply a written report within seven (7) days of any theft, fire, accident or collision involving any equipment. In the event of failure to so notify Lessor, Lessee will be responsible for any loss to the County as a result of such failure; to cooperate fully with the County in any reasonable way to prevent loss; to aid in every reasonable way in the defense of suits or other proceedings which may be brought as a result of the operation of said equipment; to notify the County promptly of any papers, notices or documents served upon the Lessee, its agents, servants, or employees, arising out of the operation of said equipment.

M. Lessee shall not initiate any actions to recover losses for damages to equipment without written consent of Santa Rosa County. Lessee shall take no steps which would affect the County's claim for damages, if any, without written consent of the County.

N. The Lessee shall not operate the vehicles without proper air-conditioning.

O. The Lessee shall ensure two-way communication between the drivers and Pensacola Bay Transportation dispatch during hours of transit service.

P. The Lessor shall ensure the words "Public Transportation" are displayed on the vehicles.

12. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The Lessee shall indemnify and hold harmless the Lessor against all claims and suits for injury or damage to any person or property whatsoever, including death, which may arise or result from the operation of the equipment leased by this Agreement, and will defend on behalf of the Lessor any suits jointly against the Lessee and Lessor or alone for or arising out of any of the aforesaid causes.

Further, the Lessee hereby agrees to indemnify, defend, save and hold harmless the Lessor from all claims, demands, liabilities and suits of any nature whatever arising out of, because of or due to the breach of this lease Agreement by the Lessee, its agents or employees, or due to any act or occurrence of omission or commission by the Lessee, its agents or employees. It is specifically understood and agreed that this indemnification Agreement does not cover or indemnify the Lessor for its sole negligence or breach of contract. The amount of indemnification shall not exceed the limits of the Lessee's policy and shall be no less than the limits established by Florida Statute.

13. DISCRIMINATION

The Lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, veteran's status, or physical handicap. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, veteran's status, or physical handicap. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places notices provided by Lessor setting forth the provision of this non-discrimination clause.

14. REQUIRED REPORTS

A. The Lessee shall maintain and implement an equipment maintenance plan as part of its SSPP to be submitted for approval by FDOT. The plan will establish procedures for maintaining all rolling stock, and other capital assets on a regular basis, minimizing down time due to repairs, and prolonging the useful life of each asset.

B. In addition to special reports, as necessary, certain regular operating and maintenance reports, including required reports of FTA or FDOT, shall be required by the Lessor, of the Lessee.

C. Maintenance Reports

(1) Records of inspection, corrective, or preventive maintenance actions, including identification and cost of parts used, labor hours and vehicle mileage will be recorded on work order forms. The work order should identify how failure(s), if any, were detected, whether by regular inspection, driver report, vehicle breakdown or other. The work order forms shall be accumulated and maintained on file, with inspection checklists, for the inspection of the Lessor at any and all reasonable times.

(2) Individual vehicle maintenance record files shall be kept current by the Lessee and shall be available for Lessor's review during periodic compliance inspections.

(3) It is the ultimate responsibility of the Lessee to ensure that all required reports are properly maintained and that any and all reports required by other agencies, including but not limited to FTA and FDOT, are properly maintained and submitted.

15. INVENTORY

The Lessor shall complete a biennial inventory of property. The Lessee shall cooperate and coordinate with the Lessor in completion of this task.

16. AUDITS AND INSPECTIONS

Lessee agrees to permit the Lessor's designated representatives to audit all books, records and files relative to the operation and maintenance of the leased vehicle(s), equipment and parts, as applicable; to assist in providing said documents and information and to permit inspection of vehicle(s), equipment, and parts by FTA, FDOT or the Lessor's representatives. Time for conducting said audits and inspections shall be during normal business hours.

17. SUBCONTRACTS

For the duration of this Agreement, the Lessee may need to enter various Agreements and contracts with third parties to provide the services needed to fulfill this Agreement. The Lessee shall enter into any contracts during the term of this Agreement with notification at contract execution to the County. Upon termination or expiration of this Agreement, such contractual obligations entered into by the Lessee in its capacity under this Agreement shall automatically revert to the Lessor, which may cancel, renegotiate, or continue these subcontracts. The Lessee shall include this statement in all subcontracts.

Contracts between the Lessee and its subcontractors shall also require the subcontractor to implement E-Verify to verify the employment eligibility of subcontractor employees hired during the term of the contract.

18. WARRANTS

The Lessee warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Lessee, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person other than a bona-fide employee working solely for the Lessee, any fee, commission, percentage brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Lessor shall have the right to annul this Agreement without liability.

19. TERMINATION

A. BREACH: The Lessor may, by written notice to the Lessee, cancel this Agreement for any of the following reasons, to be effective upon receipt of said notice:

- (1) The Lessee takes any action pertaining to this Agreement without approval of the Lessor which under the procedures of the Agreement would have required the approval of the Lessor.
- (2) The Lessee defaults under any provisions of this Agreement.
- (3) The Lessee uses the vehicle(s), equipment or parts in a manner not provided for under the provisions of this Agreement.

B. Either party, Lessor or Lessee, may cancel or terminate this Agreement without cause by not less than thirty (30) days written notice to the other party.

20. ACTION UPON EXPIRATION OR CANCELLATION

In the event of expiration or cancellation of this Agreement, Lessee agrees to proceed as follows:

A. Provide storage space for all leased vehicle(s), equipment and parts, if applicable, until Lessor is prepared to transport to the next destination.

B. To be responsible for the cost of repairing, replacing or restoring any of said vehicle(s), equipment or parts in substandard condition.

C. To insure that tread remaining on the tires of the vehicle(s) is no less than 7/32" on any of the tires to provide for safe transport by the Lessor to the next destination and to be responsible for the cost of replacing tires not meeting said standards.

D. Any vehicle not in the same or better condition, reasonable wear and tear excepted, at the time of expiration or cancellation of this Agreement as when the vehicles were delivered to the Lessee shall be considered as in substandard condition.

21. RENEWAL OF LEASE

This Lease shall be from the date of commencement, indicated in paragraph 1 of this Lease through June 30, 2014, consistent with the terms of the Community Transportation Coordinator.

22. COMPLETENESS OF AGREEMENT

This Lease sets forth all the Agreements, terms, conditions and understandings, between Lessor and Lessee and there are no Agreements, customs, usages, terms, conditions, or understandings, either

oral or written, expressed or implied, between the Lessor and the Lessee, as Lessor and Lessee, other than are herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SANTA ROSA COUNTY

PENSACOLA BAY TRANSPORTATION

Robert A. Cole, Chairman BOCC

Signature

BCC approved February 14, 2013

Printed Name & Title

Date

ATTEST:

WITNESSES:

Donald C. Spencer, Clerk of Court

Printed: _____

Printed: _____

Date

**EXHIBIT A
LEASE AGREEMENT**

This exhibit forms an integral part of the particular Lease Agreement between Santa Rosa County and Pensacola Bay Transportation for those vehicles listed below:

Vehicle Description	VIN	DOT Control Number	County Control Number	County License Plate
2009 Ford E-250 Commuter Van	1FTNE24L69DA92602	80313	9009	TC4067
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K991173951	80316	9011	TC3728
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K791173348	80315	9010	TC3729



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

Housing Program

MEMORANDUM

3

TO: Board of County Commissioners

FROM: Janice Boone
Housing Program Manager *JC Boone*

THROUGH: Beckie Cato, Director

DATE: January 29, 2013

SUBJECT: State Housing Initiatives Program (SHIP)
Short Sale Request
6559 Kennington Circle, Milton FL 32570

RECOMMENDATION:

Board approval to accept \$2,000 for payment of an outstanding SHIP loan in connection with a short sale in order to prevent foreclosure. This approval covers the sale of the property under comparable conditions and terms.

BACKGROUND:

The property was purchased in 2006 for \$109,200.
\$7,500 of SHIP funding was provided to assist with closing costs.
The first mortgage loan was in the amount of \$101,700. If the short sale is approved, the first mortgage lender would receive approximately \$40,214.99.

The homeowner has suffered severe health issues and loss of employment

The homeowner may not receive any cash from the sale.

An offer to purchase dated 12/13/2012 is pending in the amount of \$48,000.



Florida/Virgin Islands
4440 Northwest 25th Place
Post Office Box 147010
Gainesville, FL 32614-7010

Office of the State Director
Telephone: (352) 338-3402
FAX: (352) 338-3405
TDD: (352) 338-3499
www.rurdev.usda.gov/fl

March 28, 2012

TO: Diane Collar
Area Director
Crestview, Florida

ATTN: Patricia Rachels
Area Specialist

SUBJECT: **Amie R. Locke**
6559 Kennington Circle
Milton, Florida 32570
Acct. No. 34233321
Short Sale Approval with a Junior Lien Settlement

This letter is in response to the review for Amie R. Locke's request for a short sale approval. We understand that the subject borrower(s) property has an outstanding second mortgage position with Santa Rosa County, Florida SHIP program, administered under the Community Planning, Zoning and Development Division, under direction of the Santa Rosa County Board of County Commissioners. **Rural Development, U.S. Department of Agriculture, requests that the Santa Rosa County Board of County Commission agree to acceptance of \$2,000 for satisfaction of a secondary mortgage lien position held by Santa Rosa County, in the original amount of \$7,500, provided to Amie R. Locke to assist in the purchase of her home. If the Santa Rosa County agrees to release, then this approval letter is conditioned upon receipt of written confirmation agreeing to release, prior to the final closing on transfer of ownership of real property** which is briefly described as set forth above.

Short Sales instructions in accordance with USDA, Rural Development Handbook 3550-1, Chap. 13-Servicing & Liquidation Functions, Section 13, reflects the Agency would receive **\$40,214.99** from a short sale versus a projected **\$35,146.00** from a foreclosure sale of the borrower(s) property. **As of January 23, 2013, the calculated balance of the outstanding first mortgage due to Rural Development, U. S. Department of Agriculture is \$107,862.95. The projected loss to the Government is \$67,647.96.** At this time, it is determined that short a sale approval is in the best interest of the Government and to the borrower, based on a projected net recovery value and an appraisal report.

Other procedures involved in the short sale will still need to be followed. The borrower should be provided with a debt settlement package to expedite resolution of the remaining indebtedness to the Agency. This package will be provided by the Area Office and should be completed and submitted by the borrower at time of closing to expedite the settlement process. The borrower should also receive confirmation by using Handbook Letter 12.

Committed to the future of rural communities.

USDA is an equal opportunity provider and employer. To file a complaint of discrimination, write: USDA, Office of the Assistant Secretary for Civil Rights, Office of Adjudication, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (866) 632-9992 (Toll-free Customer Service), (800) 877-8339 (Local or Federal relay), (866) 377-8642 (Relay voice users).

Questions or concerns should be addressed to Daryl L. Cooper, as Single Family Housing Program Director and directed to Roger B. Taylor, SFH Lending Specialist.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard A. Macheck". The signature is fluid and cursive, with a large initial "R" and "M".

RICHARD A. MACHEK
State Director, State of Florida

JMM/rt

Committed to the future of rural communities.

USDA is an equal opportunity provider and employer. To file a complaint of discrimination, write: USDA, Office of the Assistant Secretary for Civil Rights, Office of Adjudication, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (866) 632-9992 (Toll-free Customer Service), (800) 877-8339 (Local or Federal relay), (866) 377-8642 (Relay voice users).



Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

4

TO: Board of County Commissioners

FROM: Erin Malbeck *em*
Housing Program Coordinator

THROUGH: Beckie Cato

DATE: January 31, 2013

SUBJECT: State Housing Initiatives Partnership (SHIP)
Second Mortgage Subordination Request
8950 Timber Ln, Navarre, FL 32566

RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$150,750.00.

BACKGROUND:

SHIP Second Mortgage: \$7,500.00
 Recorded: 5/12/2008
 Purpose: Home Purchase Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 5.875% to 3.50%.

Current monthly principal and interest: \$918.47
 Proposed monthly principal and interest: \$676.93

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.



Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

5

TO: Board of County Commissioners

FROM: Erin Malbeck *EM*
Housing Program Coordinator

THROUGH: Beckie Cato

DATE: February 5, 2013

SUBJECT: State Housing Initiatives Partnership (SHIP)
Second Mortgage Subordination Request
4361 Willow Street, Pace, FL 32571

RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$90,970.00.

BACKGROUND:

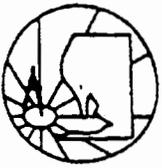
SHIP Second Mortgage: \$10,000.00
 Recorded: 12/23/2008
 Purpose: Home Purchase Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 6.5% to 3.5%.

Current monthly principal and interest: \$584.67
 Proposed monthly principal and interest: \$408.50

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.



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

Housing Program

Date: 2/5/2013

Request for Subordination

Homeowner: Emil L. Avenarius
Property: 4361 Willow Street, Pace, FL 32571
E-mail of Contact: Kristi.seaman@alarionbank.com
Contact Person: Kristi Seaman
Lender: JP Morgan Chase Bank
Lender's Address: PO Box 47020, Doraville, GA 30362-7020
Phone: 904-874-4678 **Fax:** 866-769-9045

Note: Santa Rosa County will consider a request for subordination under the following conditions:

- The refinance must be at a reduced fixed interest rate from the current mortgage rate; and
- The refinance will reduce the current principal & interest monthly payment; and
- No cash out or consolidation of debt. Refinance amount is restricted to existing mortgage and refinance closing costs.

Existing 1 st Mortgage:	\$87,591.00	Interest Rate:	6.5%
Proposed New Mortgage:	\$90,970.00	Interest Rate:	3.5%
Current P&I	\$584.67	Refi P&I:	\$408.50

A preliminary HUD-1 indicating the details of the refinance transactions must be submitted with this request.

Requests meeting the above conditions will be submitted to the Board of County Commissioners for consideration. The Board will make the final determination regarding the request. A minimum of three weeks is required to process a request for subordination.

SRC SHIP/HHRP FILE NO. S-HB2007-77 Amount of Lien: \$10,000.00

Date Recorded: 12/23/2008 OR Book: 2871 Page 1982

Return completed request to: Erin Malbeck, Housing Program Coordinator

AGENDA
PUBLIC WORKS COMMITTEE

February 11, 2013

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Melvin

1. Discussion of resurfacing the following roads in District Two at an estimated cost of \$125,394.00:

Baxley Road
Fox Run Street
Casa Grande Circle
W. Gardner Street
Wildwood Drive

2. Discussion of paving the dirt segment of Baxley Road in District Two at an estimated cost of \$3,990.00.



Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

Stephen L. Furman
Assistant
Public Works Director
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221

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

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

1

February 6, 2013

Mr. Bob Cole
Santa Rosa County Board of County Commissioners
6495 Caroline Street
Milton, Fl 32570

Dear Mr. Cole:

The estimated cost for resurfacing the following roads in District Two is \$ 125,394.00:

Baxley Road	\$ 52,121.00
Fox Run Street	16,482.00
Casa Grande Circle	15,015.00
W. Gardner Street	24,153.00
Wildwood Drive	17,623.00

Sincerely,

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

Avis Whitfield
Public Works Director

AW/lc



Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

Stephen L. Furman
Assistant
Public Works Director
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221

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

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

2

February 6, 2013

Mr. Bob Cole
Santa Rosa County Board of County Commissioners
6495 Caroline Street
Milton, FL 32570

Dear Mr. Cole:

The estimated cost for paving the dirt segment of Baxley Road in District Two is \$ 3,990.00.

Sincerely,

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

Avis Whitfield
Public Works Director

AW/lc

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Melvin

February 11, 2013

Bid Actions:

- 1) Discussion of bids received for one track type dozer for Landfill. Low bidder meeting specifications is Beard Equipment Company with a bid of \$260,570.

Budget:

- 2) **Budget Amendment 2013 – 084** in the amount of **\$69,250** approved at the January 24, 2013 BOCC Regular Commission Meeting has been revised. Funds to install the covered drainage system across private property adjacent to Woodbine Road in exchange for drainage easement required for Five Points intersection will be used from Area 2 Impact Fee Reserves (\$56,772) in the Impact Fee Fund and from Road & Drainage Reserves (\$12,478) in the Electric Franchise Fee Fund.
- 3) **Budget Amendment 2013 – 090** in the amount of **\$65,000** to fund the construction of a left turn lane on Chumuckla Highway (C.R. 197) at Wallace Lake Road from Franchise Fees for Road & Drainage as approved at the January 24, 2013 BOCC Regular Commission Meeting. Southland Builders, Inc. will fund \$10,000 of the project in the Electric Franchise Fee Fund.
- 4) **Budget Amendment 2013 – 091** in the amount of **\$75,000** to fund the construction of a left turn lane on Chumuckla Highway (C.R. 197) at Willard Norris Road from Franchise Fees for Road & Drainage as approved at the January 24, 2013 BOCC Regular Commission Meeting in the Electric Franchise Fee Fund.
- 5) **Budget Amendment 2013 – 092** in the amount of **\$392,800** to recognize Horizon/BP Funds received and allocates for expenditure in the Tourist Development Tax Fund.
- 6) **Budget Amendment 2013 – 093** in the amount of **\$66,920** recognizes 2012-2013 Recreational Trails Program grant and match from the Tourist Development Council Northend Committee Reserves and authorizes for expenditure of trail construction and purchase of facilities within the Bagdad Mill Site Park in the District II Recreation Fund.

County Expenditure/Check Register:

- 7) Discussion of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

1. PRODUCT/SERVICE: TRACK TYPE DOZIER

2. RESPONSIBLE OFFICE: LANDFILL

3. DESCRIPTION OF SERVICE/PRODUCT:

1 Track Type Dozier

4. SCOPE OF WORK:

N/A

5. BIDDERS AND PRICES:

A.	Beard Equipment Company	\$260,570.00
B.	Beard Equipment Company	\$262,050.00
C.	Tractor & Equipment Company, Inc.	\$301,900.00
D.	Thompson Tractor Company	\$349,819.00
E.	Thompson Tractor Company	\$360,473.00

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: January 31, 2013

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

ADDITION:
 MODIFICATION: X
 DELETION:
 OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 106:	106 – 3990001	Cash Carried Forward	\$ 12,478
	9106 – 59100101	To Road & Bridge Fund	\$ 12,478
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 12,478
	2100 – 5340034	Secondary Road Projects	\$ 12,478
From 111:	2104 – 5990025	Impact Area 2 Reserves	(\$ 56,772)
	2104 – 5630037	Five Points Project	\$ 56,772

State reason for this request:

Funds installation of covered drainage system across private property adjacent to Woodbine Road in exchange for drainage easement required for Five Points Intersection using Area 2 Impact Fee Reserves in the Impact Fee Fund and Road & Drainage Reserves in the Electric Franchise Fee Fund.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-084**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: January 22, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of January, 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: January 15, 2013

FROM: **Impact 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:	2104 – 5990025	Impact Area 2 Reserves	(\$ 69,250)
To:	2104 – 5630037	Five Points Project	\$ 69,250

State reason for this request:

Funds installation of covered drainage system across private property adjacent to Woodbine Road in exchange for drainage easement required for Five Points Intersection using Area 2 Impact Fee Reserves in the Impact Fee Fund.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2013-084

Budget Updated: N/A Allowed: _____ Forwarded: _____ Returned: _____

Comment: NEEDS REVISION MOVED TO NEXT BOCC COMMITTEE MEETING


BUDGET DIRECTOR

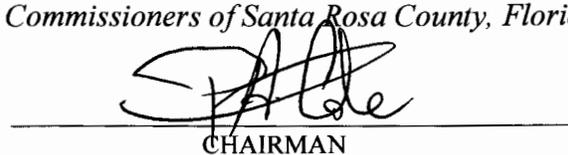
BUDGET COMMITTEE ACTION

DATE: January 22, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of January, 2013.

ATTESTED:


CHAIRMAN

CLERK OF THE COURTS

Copy

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: January 15, 2013

FROM: **Impact 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:	2104 - 5990025	Impact Area 2 Reserves	(\$ 69,250)
To:	2104 - 5630037	Five Points Project	\$ 69,250

State reason for this request:

Funds installation of covered drainage system across private property adjacent to Woodbine Road in exchange for drainage easement required for Five Points Intersection using Area 2 Impact Fee Reserves in the Impact Fee Fund.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2013-084

Budget Updated: N/A Allowed: _____ Forwarded: _____ Returned: _____

Comment: NEEDS REVISION MOVED TO NEXT BOCC COMMITTEE MEETING


BUDGET DIRECTOR

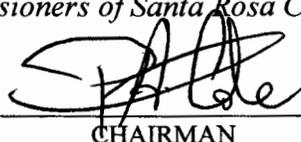
BUDGET COMMITTEE ACTION

DATE: January 22, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of January, 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: January 31, 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>
Fund 106:	106 – 3990001	Cash Carried Forward	\$ 65,000
	9106 – 59100101	To Road & Bridge Fund	\$ 65,000
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 65,000
	2100 – 5340034	Secondary Road Projects	\$ 65,000

State reason for this request:

Funds the construction of a left turn lane on Chumuckla Highway (C.R. 197) at Wallace Lake Road from Franchise Fees for Road & Drainage as approved at the January 24, 2013 BOCC Regular Commission Meeting. Southland Builders, Inc. will fund \$10,000 of the project.

Requested by Avis Whitfield/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-090**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 02/11/2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of February, 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: January 31, 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>
Fund 106:	106 – 3990001	Cash Carried Forward	\$ 75,000
	9106 – 59100101	To Road & Bridge Fund	\$ 75,000
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 75,000
	2100 – 5340034	Secondary Road Projects	\$ 75,000

State reason for this request:

Funds the construction of a left turn lane on Chumuckla Highway (C.R. 197) at Willard Norris Road from Franchise Fees for Road & Drainage as approved at the January 24, 2013 BOCC Regular Commission

Requested by Avis Whitfield/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-091**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 02/11/2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of February, 2013.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Avis Whitfield
Sent: Thursday, January 31, 2013 12:27 PM
To: Jayne Bell
Cc: Louann Callahan; Stephen Furman
Subject: Budget Amendments

Jayne,

I will need budget amendments for two projects that were approved at the January 24, 2013 BOCC meeting.

* Construction of a left turn lane on Chumuckla Highway (C.R. 197) at Wallace Lake Road: \$65,000.00 from Franchise Fees for Roads & Drainage to 2100-5340034 (Secondary Road). Also, \$10,000.00 will be funded from Southland Builders, Inc.

* Construction of a left turn lane on Chumuckla Highway (C.R. 197) at Willard Norris Road: \$75,000.00 from Franchise Fees for Roads & Drainage to 2100-5340034 (Secondary Road).

Thanks,

Avis Whitfield
Director
Santa Rosa County Public Works

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

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: February 4, 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 – 3439001	Horizon/BP Funds	\$ 392,800
To:	4010 – 548006	Promotional Activities – BP	\$ 392,800

State reason for this request:

Recognizes Horizon BP Funds received and allocates for expenditure in the Tourist Development Tax Fund.

Requested by: **Kate Wilkes/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-092**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 11, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of February, 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: February 5, 2013

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 107:	107 – 399001	Cash Carried Forward	\$ 33,460
	4010 – 59100312	To Dist II Recreation Fund	\$ 33,460
Fund 312:	312 – 38100012	From TDC Fund	\$ 33,460
	312 - 3347002	Recreational Trails Program Grant	\$ 33,460
	2322 - 59100302	Bagdad Mill Site Improvements	\$ 66,920

State reason for this request:

Recognizes 2012-2013 Recreational Trails Program grant and match from Tourist Development Council Northend Committee Reserves and authorizes for expenditure of trail construction and purchase of facilities within the Bagdad Mill Site Park

Requested by: Sheila Harris/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-093**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 11, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of February, 2013.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Sheila Harris
Sent: Tuesday, February 05, 2013 11:29 AM
To: Jayne Bell
Cc: Tammy Simmons
Subject: Budget Amendment Request - RTP Grant

Hi Jayne,

Can you please process a budget amendment as follows? Not sure if I am showing the CCF from TDC fund correctly or not.

Fund 107

107 - 399001	Cash Carried Forward	\$ 33,460
4010 - 59100312	To Dist II Recreation Fund	\$ 33,460

Fund 312

312 - 38100012	From TDC Fund	\$ 33,460
312 - 331xxxxx	Recreation Trails Program Grant	\$ 33,460
2322 - 5630034	Bagdad Mill Site Improvements	\$ 66,920

Recognizes 2012-2013 Recreational Trails Program grant and match from Tourist Development Council Northend Committee Reserves and authorizes for expenditure of trail construction and purchase of trailside facilities within the Bagdad Mill Site Park.

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

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