

February 10, 2014

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Discussion of FY 2013-2014 Team Florida Partnership Program Commitment Agreement including allocation of \$25,000 from Electric Franchise Fees for local match.
2. Discussion of FY 2013-2014 Florida Defense Infrastructure Grant Agreement in the amount of \$200,000 for continuation of property acquisition proximate to NAS Whiting Field and outlying fields.
3. Discussion of FY 2013-2014 Florida Defense Reinvestment Grant Agreement in the amount of \$80,000 for military support services.

## **MEMO**

**TO:** Hunter Walker, County Administrator

**FROM:** Shannon Ogletree, Economic Development Director

**DATE:** February 3, 2014

**SUBJECT:** Recommendation to participate in the Team Florida Partnership Program

### **RECOMMENDATION:**

Request \$25,000 from the electric franchise fund for the FY-13-14 Team Florida Partnership Program.

### **BACKGROUND:**

The Team Florida Partnership Program is the economic development marketing program for the state of Florida. The \$25,000 investment would allow a seat on the Team Florida Partnership Advisory board, several marketing events as well as our logo on the Partnership website and displayed at promotional events and on promotional material (see attached Commitment Agreement for a list of all events).

Our partnership will put Santa Rosa County on a level playing field with other counties in the state who will be participating in this marketing partnership. The networking possibilities this partnership offers will not only help to put Santa Rosa County "on the map" with site selectors but, will also bring relations with the state to a higher level.



The Perfect Climate For Business.

## FY13-14 TEAM FLORIDA PARTNERSHIP PROGRAM COMMITMENT AGREEMENT

### SANTA ROSA EDO - \$25,000

*Feb 2014-Feb 2015*

As a member of the Team Florida Partnership, your commitment will help facilitate a global marketing, advertising and outreach campaign to promote Florida as the perfect climate for business. By building awareness of Florida as a business super-state, the campaign will help increase Florida's opportunity to compete for location and expansion projects. The campaign will primarily target site consultants and out-of-state corporate executives and will augment Enterprise Florida's current and ongoing business development activities.

**Santa Rosa EDO** can expect to receive the following value for its **\$25,000** investment:

1. Serve on the Team Florida Partnership Advisory board and may, by election, serve on the primary Policy Board.
2. One (1) attendee slot per Team Florida Private Dinner Event held in conjunction with CoreNet and IAMC industry association events. Other events may be added to the calendar to which an additional slot will be provided. The partner has some flexibility to determine the number of people sent to any specific event, keeping within the total of three (3) attendee slots for events identified at this time, which include:
  - IAMC (Spring) April 26-30, 2014 Pinehurst, NC
  - IAMC (Fall) Sept 13-Sept 17, 2014 Quebec City, Quebec
  - CoreNet (Fall) Oct 26-29, 2014 Washington, D.C.*(CoreNet/IAMC Conference registration and travel remains the responsibility of the partner.)*
3. One (1) attendee slot per EFI Baseball Consultant Event scheduled for 2014. Four (4) events are tentatively planned giving the partner a total of four (4) slots. Schedule to be released spring of 2014. If any of the 2014 games fall outside of the agreement time period, they will still be included as part of this commitment.
4. A quarter (1/4 page) print ad in FORTUNE magazine cover wrap.
5. Act as host to a planned Existing Industry Event featuring top leadership in the state and in business. Partner will receive recognition as a Team Florida Partner at the event.
6. Community highlighted in a minimum of one (1) "Telling the Florida Story" article and/or content to provide to business media.

7. The campaign will promote the state solely from a team perspective, but where appropriate, Team Florida Partnership Members will be recognized.
  - Planned advertising at this time includes campaigns in site selection publications, business news publications and online media outlets such as the Wall Street Journal, CNBC, Fox News and other targeted print and news publications.
  - Focused CEO outreach is planned through various strategies such as Fortune and Businessweek campaigns. Partner communities will be highlighted as appropriate through use of quotes, anecdotal examples, etc., in some of these tactical campaigns. In other direct campaigns to site selectors, CEOs, and other decision makers, partners will be highlighted as appropriate.
8. Logo prominently displayed on the Partnership website and in promotions as appropriate.
9. Inclusion in the Partnership's public relations and social media campaigns.
10. Other transactional value will be offered as appropriate. In this first year of the program, as opportunities are identified or created to uniquely position Florida for business, we will look for corresponding partner benefits that may be integrated into your member benefits package.

This commitment agreement will be implemented February 2014-February 2015.

Santa Rosa EDO will be invoiced for its membership commitment of \$25,000 to be remitted by March 31, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Enterprise Florida**

**Santa Rosa EDO**





January 24, 2014

Sheila Harris  
Santa Rosa County Board of Commissioners  
Grants and Special Project Director  
6495 Caroline St., Suite H  
Milton, FL 32570

Dear Ms. Harris:

On behalf of Governor Rick Scott and Secretary of Commerce Gray Swoope, I am pleased to inform you that Santa Rosa County Board of Commissioners has been awarded \$200,000 under the Fiscal Year 2013-14 Defense Infrastructure Grant program. The purpose of this grant is, "Joint Land Use Plan Acquisition Funding." Congratulations!

The purpose of this grant program is to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds are to be used for projects that benefit both the local community and the military installation. Enterprise Florida will administer the grant and work with the Department of Economic Opportunity to promote the timely distribution of funds for this project.

Attached is the FY 2013-14 Defense Infrastructure Grant contract. Please review the document and sign indicating your agreement to the contract terms. Email one copy of the signed agreement and mail 2 original hard copies to Heather Cave. EFI will notify you of the effective contract date by return of one completed original as soon as possible.

Please enclose a copy of your organization's current W9. Additionally, review attached list of EFI Board of Directors and certify via email that no conflict of interest exists with any listed party.

Should you require additional information please contact Heather Cave at 850-298-6640 or hcave@eflorida.com.

Sincerely,

A handwritten signature in black ink that reads "Rocky McPherson".

Rocky McPherson  
Vice President, Military and Defense Programs  
Enterprise Florida, Inc.



**DEFENSE INFRASTRUCTURE GRANT AGREEMENT**

**THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT** (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and **Santa Rosa County** (the "Grantee").

**WHEREAS**, the Legislature of the State of Florida has appropriated funds from Specific Appropriations in the 2013 General Appropriations Act to provide grants for communities to fund local infrastructures projects (e.g. construction, land purchases, easements) having a positive impact on an installation's military value (the "Grant Program"), and

**WHEREAS** the Department of Economic Opportunity (DEO) has assigned responsibility for this program to EFI and EFI has selected the grant recipients (Exhibit C - Award Announcement), through a competitive RFP process; and

**WHEREAS**, the Grantee is an organization eligible to receive funding under the Grant Program; and

**WHEREAS**, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PARTIES:**

The Parties and their respective addresses for purposes of this Agreement are as follows:

EFI:	Heather Cave Program Manager, Military & Defense Enterprise Florida, Inc. 1030 East Lafayette Street Suite 9 Tallahassee, Florida 32301 (850) 298-6640 (850) 878-4578(fax) <a href="mailto:hcave@eflorida.com">hcave@eflorida.com</a>
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Grantee:	Sheila Harris Grants and Special Project Director 6495 Caroline St., Suite H Milton, FL 32570 850-983-1848 <a href="mailto:sheilah@santarosa.fl.gov">sheilah@santarosa.fl.gov</a>
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**2. AGREEMENT MANAGERS:**

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The DIG Agreement Manager is: Heather Cave, Manager, Military & Defense Programs who may be reached at (850) 298-6640. The Contractor Agreement Manager is Sheila Harris, who may be reached at (850) 983-1848.

3. TERM:

The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Report pursuant to Paragraph 12 is accepted by EFI.

4. GRANT FUNDS:

Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to, **two hundred thousand dollars (\$200,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

- a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 5, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:
  - (1) salaries of Grantee's employees;
  - (2) travel or incidental costs;
  - (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
  - (4) administration of the Project; or,
  - (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.
  - (6) Contract audit costs
- b. Any Funds not expended on the Project will be forfeited to the State of Florida.
- c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

5. SCOPE OF WORK:

If the amount of the grant award matches the project application the Application Schedule of Activities shall apply. If the grant amount was modified by the award committee, the Grantee shall deliver to EFI a Schedule of Activities in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities") within sixty (60) days after the date this Agreement is executed by both parties. These Activities shall support the purpose of this grant. **The purpose of the grant is, "Joint Land Use Plan Acquisition Funding."**

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time for the purpose of this grant in accordance with the following procedures:

- a. Grantee shall provide a revised Schedule of Activities that provides an update on all activities completed and initiated including any reimbursement requested. A Proposed Schedule of Activities will indicate new activities, due dates and budget adjustments.
- b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its

absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 5.

d. The state expects no more than a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

**6. INITIAL DELIVERABLES and DISBURSEMENT:**

Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 5, EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to one quarter of the grant amount one hundred twenty-five thousand dollars (\$125,000). The initial disbursement may be made within 90 days of receipt of the initial deliverables.

**7. STATUS REPORT:**

Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10<sup>th</sup>) day following the last day of each Reporting Quarter during the term of this Agreement even if there are no activities to report on. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on July 1 with the first quarter ending on September 30. Report schedule is:

<b>For activity in months of:</b>	<b>Status Report due by :</b>
Jan, Feb, Mar	April 10
Apr, May, June	July 10
Jul, Aug, Sept	October 10
Oct, Nov, Dec	January 10

If the 10<sup>th</sup> is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) – (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which

evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the Grantees, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Paragraph 18.

#### **8. INVOICE:**

With each Status Report that includes expenditures for reimbursement, the Grantee shall deliver to EFL an invoice, accompanied by a signed and dated Compliance Certification Form, (provided by EFL), that includes the following information:

- a. All expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;
- b. All expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;
- c. All expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;
- d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and
- e. detailed receipts or documentation for all expenditures.

**9. DISBURSEMENT OF FUNDS:**

After receiving the Status Report, invoice and Compliance Certification Form and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

- a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;
- b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or
- c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities
- d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

If the disbursement of Funds is less than the invoice amount EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

**10. FINAL DISBURSEMENT:**

Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars (\$2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Project Report required by Paragraph 12. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 13, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

**11. AVAILABILITY OF GRANT FUNDS:**

EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

**12. FINAL PROJECT REPORT:**

Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;

- e. the total amount of Project expenditures paid or reimbursed from the Funds; and
- f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

**13. FINAL AUDIT REPORT:**

**Grantee shall inform the Agreement Manager of the type of audit that will be delivered at the end of the agreement.**

- a. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report").
- b. In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2009 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

**14. FLORIDA SINGLE AUDIT ACT:**

The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

- a. the Grantee shall allow EFI, DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;
- b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and
- c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.
- d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CSFA) number 40.003 Defense Infrastructure Grants CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa>.

**15. AUDIT RECORDS:**

The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of DEO, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

a. Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit D

b. ~~Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)~~

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI.

**16. PUBLIC ACCESS TO RECORDS:**

Pursuant to Section 287.058(1)©, F.S., the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.

**17. RECORDS RETENTION:**

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years period, whichever is later.

**18. WOMEN AND MINORITY VENDORS:**

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. **If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.**

**19. GRANT APPLICATION:**

The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

**20. FUTURE MAINTENANCE:**

Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

**21. COORDINATION:**

When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

**22. INSURANCE:**

Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

**23. SECURITY INTEREST:**

To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

**24. PROMOTIONAL MATERIALS:**

Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI.

**25. INDEPENDENT CONTRACTOR:**

The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

**26. INDEMNIFICATION:**

The Grantee shall indemnify, defend, and hold harmless EFI, DEO, and the State of Florida from and against suits, actions, damages and costs of every name and description, including attorney fee's arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, their agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Grantee shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of Grantee.

**27. JURISDICTION:**

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

**28. NO PLEDGE OF CREDIT:**

The Grantee has no authority to, and shall not, pledge the credit of EFI, DEO, or the State of Florida, or purport to make EFI, DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

**29. COMPLIANCE WITH LAW:**

The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

**30. SUBCONTRACTS:**

Any and all contracts that Grantee executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of Grantee, shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Paragraphs 13, 14 and Exhibit D when applicable), coordinate with other components of state and local economic development systems and avoid duplication of existing state and local services and activities.

Any and all contracts that Grantee executes with a person or organization shall include provisions whereby Grantee and the subcontractors agree to abide by all local, state and federal laws.

Grantee shall responsibly and prudently manage all public and private funds received and ensure that the use of such funds is in accordance with all applicable laws, bylaws or contractual requirements.

**31. PATENTS, COPYRIGHTS AND ROYALTIES:**

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

**32. NON-DISCRIMINATION; ANTI HARRASSEMENT:**

The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**33. PUBLIC ENTITY CRIME LSIT; DISCRIMINATORY VENDOR LIST:**

To the extent required by the Florida Statutes 287.134(3)(a), the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

**34. UNAUTHORIZED ALIENS:**

EFI shall consider the employment by any Grantee or subcontractor of unauthorized aliens as described by Section 274A(e) of the Immigration and Nationalization Act cause for termination of this Agreement.

**35. LOBBYING:**

Grantee shall not sue any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch or any state agency.

**36. FAILURE OF SATISFACTORY PERFORMANCE:**

EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

**37. NOTICES:**

All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

**38. WAIVER:**

No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

**39. MODIFICATION:**

This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

**40. COMPLETE AGREEMENT:**

This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

**41. COUNTERPARTS:**

This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the day and year first above written.

**"EFI"**

ENTERPRISE FLORIDA, INC.

\_\_\_\_\_  
Gray Swoope  
President, CEO

Or – Designee

Date \_\_\_\_\_

**"GRANTEE"**

\_\_\_\_\_

\_\_\_\_\_  
Name - signature  
Printed: \_\_\_\_\_

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

Date \_\_\_\_\_

**EXHIBIT LIST  
FOR  
DEFENSE INFRASTRUCTURE GRANT AGREEMENT**

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<b>Exhibit A</b>	<b>Grant Application</b>
<b>Exhibit B</b>	<b>Schedule of Activities</b>
<b>Exhibit C</b>	<b>Award Announcement</b>
<b>Exhibit D</b>	<b>Special Audit Requirements</b>

## EXHIBIT D

### SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Grantee may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

#### **MONITORING**

By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Grantee agrees to comply with any additional instructions provided by EFI to Grantee regarding such audit. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by DEO, the Chief Financial Officer, Auditor General, or Chief Inspector General. Grantee shall permit access to the Grantee's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

#### **AUDITS**

1. In the event that Grantee expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Grantee, Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Grantee shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for **Defense Infrastructure is 40.003**, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and Defense Support Task Force is 40.014, Economic Development Projects (CAMACOL) and Advocating International Relationships (SEUS/Japan & FLOR-KOR) is 40.016.
2. In connection with the audit requirements, Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.
3. If Grantee expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Grantee expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Grantee funds obtained from other than State entities).
4. Grantee must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Grantee for work required under terms of this Agreement. In the executed subcontract, Grantee shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Grantee shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Grantee shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fidfs.com/fsaa> for assistance.
- 

**REPORT SUBMISSION**

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Grantee's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave,  
Enterprise Florida, Inc.  
1030 East Lafayette Street, Suite 9  
Tallahassee, FL 32301

and

Pamela Murphy  
Enterprise Florida, Inc.  
800 N. Magnolia Ave., Suite 1100  
Orlando, Florida 32803

and

Elizabeth Walker  
Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC-80  
Tallahassee, Florida 32399 -0001

**RECORD RETENTION**

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) year period, whichever is later.

**DEFENSE REINVESTMENT GRANT AGREEMENT**

**THIS DEFENSE REINVESTMENT GRANT AGREEMENT** (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into by and between ENTERPRISE FLORIDA, INC., a not-for-profit Florida corporation ("EFI") and Santa Rosa County Board of Commissioners (the "Grantee") is effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, through enactment of Section 288.980, Florida Statutes, the Legislature of the State of Florida created a grant program to assist communities with military installations that might be adversely affected by federal closure actions or mission reduction and to encourage such communities to initiate a coordinated program of response and a plan of action in advance of future base realignments or closures (the "Grant Program"); and

**WHEREAS**, the Executive Office of the Governor (the "EOG") has selected the grant recipients ("Award Announcement" Exhibit D), and in partnership with the Department of Economic Opportunities of the State of Florida ("the Department"), EFI has agreed to administer the Grant Program; and

**WHEREAS**, the Grantee is an organization eligible to receive funding under the Grant Program; and

**WHEREAS**, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PARTIES:**

The parties and their respective addresses for purposes of this Agreement are as follows:

EFI:	Heather Cave Enterprise Florida, Inc. 1030 East Lafayette St., Suite 9 Tallahassee, Florida 32301 (850) 298-6640 <a href="mailto:Hcave@eflorida.com">Hcave@eflorida.com</a>
Grantee:	Sheila Harris Grants and Special Projects Director Santa Rosa County Board of Commissioners 6495 Caroline Street, Suite H Milton, FL 32570 (850)983-1848 <a href="mailto:sheilah@santarosa.fl.gov">sheilah@santarosa.fl.gov</a>

2. AGREEMENT MANAGERS:

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The DRG Agreement Manager is: Heather Cave, Manager, Military & Defense Programs who may be reached at (850) 298-6640. The Contractor Agreement Manager is Sheila Harris, who may be reached at (850)983-1848

3. TERM:

The term of this Agreement shall commence on \_\_\_\_\_, 2013 and shall remain in effect for 12 months until \_\_\_\_\_, 2015 or unless earlier terminated as provided herein. Any extensions shall be at the sole discretion of EFI. Any extensions shall be in writing and authorized by amendment to this Agreement.

4. GRANT FUNDS:

Pursuant to the terms of this Agreement, EFI shall pay the Grantee from the Grant Program an amount equal to, **eighty thousand dollars (\$80,000.00)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Grant Funds"). In consideration of such grant, the Grantee agrees as follows:

- (a) The Grant Funds shall be expended solely for the purpose of the Project, shown in Exhibit A (the "Application") and the accomplishment of the Activities, as provided by Paragraph 7, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. If funds awarded are different than the Application budget, the Grantee shall submit a revised Project Budget for approval. The Grant Funds shall be used for the specific expenditures indicated on the Project Budget, an approved copy of which will be attached hereto as Exhibit B (the "Project Budget") including Match Funds per Paragraph 5. Unless specifically authorized in the Project Budget, the Grantee shall not use the Grant Funds for any of the following expenses:

- (1) Salaries of the Grantee's employees;
- (2) Purchase of alcohol, equipment, furniture, or fixtures;
- (3) Gifts, and/or membership dues;
- (4) Travel expenses for FDA or EFI sponsored events;
- (5) Lobbying the Legislature, the Courts, or any state agency of the State of Florida
- (6) Administration of the Project, in excess of 10% of the Grant Funds;
- (7) Contract Audit costs
- (8) **Project operating costs incurred before both Parties execute the Grant agreement.**

- (b) Any Grant Funds not expended for this Project, or not matched per Paragraph 7, will be forfeit to the State of Florida.

- (c) Any expenditure in connection with the Project that exceeds the total amount of the Grant Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, the Grantee shall be required to complete the Project even if it must spend its own funds to do so.

5. MATCHING FUNDS:

The Grantee shall secure matching funds in an amount equal to Thirty percent (30%) of the Grant Funds (the "Matching Funds"). The Matching Funds shall be received from the sources and shall be of the types indicated in the Project Budget. The term for the matching funds may commence the date upon which this grant agreement is effective. For this purpose, the Matching Funds may consist of the following types:

- (a) "Cash Contributions," which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and
- (b) "In-Kind Contributions," which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall not be deemed not to exceed forty dollars (\$40.00) per hour. It is the Grantee's responsibility to provide proof of the match with the invoice.

**6. SCOPE OF SERVICES:**

If the Project Budget is different than the Application budget, the Grantee may revise the scope of work described in the Application. The Grantee shall perform and accomplish each of the activities (individually, an "Activity" and collectively, the "Activities") described in the Schedule of Activities, on or before the respective due date of such Activity indicated in the Schedule of Activities (Exhibit C). The Schedule of Activities may incorporate by reference the Activities indicated in a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 6.

**7. PAYMENTS:**

Payments may be made to Grantee upon receipt and approval by EFI of: (1) an original invoice; (2) a report on the scope of work as described in Exhibit C; (3) an updated budget of expenditures with receipts, as described in Exhibit B; (4) any additional documents required by this Agreement.

**8. REPORTS:**

Reports must be reviewed and approved by the EFI Agreement Manager before payments are made. Until the completion of the Scope of Work,

- I. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on July 1 with the first quarter ending on September 30.
- II. The mandatory Quarterly Status Reports, based on a fiscal year start date of July 1 are due as follows (even if there are no project changes):

For activity in months of:	Last day of quarter:	Status Report due by :
Jan, Feb, March	March 31	April 10
Apr, May, June	June 30	July 10
Jul, Aug, Sept	September 30	October 10
Oct, Nov, Dec	December 31	January 10

- III. Each Status Report shall consist of no more than five (5) pages.
- IV. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered, and it shall specifically include the following information:
  - a) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter compared to the anticipated expenditures for the Reporting Quarter as indicated in the Project Budget;

b) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

c) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

V. Each quarterly report shall include the Women and Minority Vendors report noted in Paragraph 19.

9. INVOICE:

With each Status Report that includes expenditures for reimbursement, the Grantee shall deliver to EFI an invoice and Compliance Certification Form (Exhibit F) that includes the following information:

- (a) All expenditures related to the Project incurred during the Reporting Quarter;
- (b) Expenditures during the Reporting Quarter that were satisfied or will be satisfied from the Matching Funds;
- (c) Expenditures during the Reporting Quarter for which the Grantee requests disbursement of the Grant Funds; and
- (d) Detailed receipts or documentation for all expenditures.

10. DISBURSEMENT OF GRANT FUNDS:

If the grant amount awarded is different than the Application amount, before the first Status Report or payment is made the Grantee must provide the revised Budget per Paragraph 4 (a) and the revised Schedule of Activities per Paragraph 6. After receiving the Status Report and Invoice, EFI shall disburse from the Grant Funds to the Grantee the amount requested therein, provided that:

- (a) The report was received in time to request funds from the Department;
- (b) The Grantee accomplished each of the Activities scheduled to be completed during the Reporting Quarter or gave a satisfactory explanation as to why it wasn't completed and when it should be completed;
- (c) EFI approves of the Status Report and Compliance Certification Form, which approval cannot reasonably be withheld;
- (d) The Grantee produces sufficient documentation, as EFI may request from time to time in its discretion, of its receipt and use of Matching Funds in accordance with the Project Budget.

In the event one or more of the preceding conditions are not met, EFI shall provide to the Grantee a statement that includes the reasons for which the Grant Funds are not disbursed as requested in the Status Report. Such statement shall also include the additional action the Grantee must accomplish before the Grant Funds will be disbursed, which actions may include providing or agreeing to a revised Schedule of Activities or Project Budget. Upon the Grantee's completion of such additional actions, and EFI's reasonable approval of the same, EFI shall disburse to the Grantee an amount equal to the amount requested for disbursement in the Status Report or such other amount as EFI deems to be consistent with the Project Budget, whether or not revised, wholly within EFI's discretion.

11. FINAL DISBURSEMENT: Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Five Thousand dollars (\$5,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Project Report required by Paragraph 13. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 14, under this Agreement, or the acceptance

of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

**12. AVAILABILITY OF GRANT FUNDS:**

EFI's obligations under this Agreement are contingent upon the continued availability to the Department of legislatively appropriated funds from the Grant Program that may be used in support of this Agreement. In the event the funds on which this agreement is dependent are withdrawn, the agreement may be terminated at EFI's option and EFI has no further liability to the Grantee beyond that already incurred by the termination date and within the limits of unpaid grant funds which were not withdrawn. In event of a state revenue shortfall, the total grant may be reduced accordingly. The Department shall be the final determiner of availability of funds.

**13. FINAL PROJECT REPORT:**

The Grantee shall submit a Final Project Report as part of their last quarterly status report. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- (a) Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- (b) The total amount of Grant Funds received from EFI pursuant to this Agreement;
- (c) The total amount of Matching Funds received;
- (d) The total amount of Project expenditures paid or reimbursed from the Grant Funds;
- (e) The total amount of Project expenditures;
- (f) Explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project; and,
- (g) The date of audit report per Exhibit E.

**14. FINAL AUDIT REPORT:**

Grantee shall inform the Agreement Manager of the type of audit that will be delivered at the end of the agreement. Acceptable audits include:

- a) Within forty-five (45) days following the completion of all of the Activities, the Grantee shall cause to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report").
- b) In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the "Florida Single Audit Act") per Paragraph 15, prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (but not more than 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

**15. FLORIDA SINGLE AUDIT ACT:**

The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the

Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

- a. the Grantee shall allow EFI, the Department, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;
- b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and
- c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.
- d. Grantee is subject to the requirements, beginning October 1, 2011, under Catalog of State Financial Assistance (CSFA) Defense Reinvestment Grant 40.014 CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa> .

**16. AUDIT REORDS:**

The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Department, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

- a. Contractor agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit E, "Special Audit Requirements". This is required as a condition of the Department contract with EFI.
- b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)
- c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI.

**17. PUBLIC ACCESS TO RECORDS:**

Pursuant to Section 287.058(1)©, F.S., the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.

**18. RECORDS RETENTION:**

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and

resolution of all issues which arise from it, or until the end of the seven (7) years period, whichever is later.

**19. WOMEN AND MINORITY VENDORS:**

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. **If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.**

**20. GRANT APPLICATION:**

The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

**21. FUTURE MAINTENANCE:**

The Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement.

**22. COORDINATION:**

The Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement.

**23. INSURANCE:**

Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

**24. PROMOTIONAL MATERIALS:**

Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and the Department. The Grantee shall not use the State Seal of the State of Florida or the logos or service marks of EFI without the prior written approval of EFI.

**25. INDEPENDENT CONTRACTOR:**

The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

**26. INDEMNIFICATION:**

The Grantee shall indemnify, defend, and hold harmless EFI, DEO, and the State of Florida from and against suits, actions, damages and costs of every name and description, including attorney fee's arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, their agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Grantee shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of Grantee.

**27. NO PLEDGE OF CREDIT:**

The Grantee has no authority to, and shall not, pledge the credit of EFI, the Department, or the State of Florida, or purport to make EFI, the Department, or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

28. COMPLIANCE WITH LAW:

The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

29. NON-DISCRIMINATION; ANTI-HARASSMENT:

The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, political affiliation, sexual orientation, marital status or age. The Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

30. PUBLIC ENTITY CRIME LIST; DISCRIMINATORY VENDOR LIST:

To the extent required by the Florida Statutes 287.134(3)(a) and section 30 of EFI's Agreement with the Department, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 32 of EFI's Agreement with the Department, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

31. UNAUTHORIZED ALIENS:

EFI shall consider the employment by any contractor or subcontractor of unauthorized aliens as described by Section 274A(e) of the Immigration and Nationalization Act cause for termination of this Agreement.

32. LOBBYING:

Grantee shall not sue any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch or any state agency.

33. FAILURE OF SATISFACTORY PERFORMANCE:

EFI's obligation to pay the Grant Funds to the Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Grant Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

34. WAIVER:

No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

35. JURISDICTION:

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

36. NOTICES:

All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to

the Parties per Paragraph 1. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the Parties per Paragraph 1.

**37. MODIFICATION:**

This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by the Department and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

**38. COMPLETE AGREEMENT:**

This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

**39. COUNTERPARTS:**

This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have cause this Agreement to be duly executed as of the day and year first above written.

**"EFI"**

**"GRANTEE"**

ENTERPRISE FLORIDA, INC.

\_\_\_\_\_

\_\_\_\_\_  
Gray Swoope  
President and CEO  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

-or-

Designee

**EXHIBIT LIST**  
**FOR**  
**DEFENSE REINVESTMENT GRANT AGREEMENT**

<b>Exhibit A</b>	<b>Grant Application for the Project</b>
<b>Exhibit B</b>	<b>Project Budget</b>
<b>EXHIBIT C</b>	<b>Scope of Work/Schedule of Activities</b>
<b>Exhibit D</b>	<b>Award Announcement from EOG</b>
<b>Exhibit E</b>	<b>Special Audit Requirements</b>
<b>Exhibit F</b>	<b>Compliance Certification Form</b>

## EXHIBIT E

### SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Contractor may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

#### **MONITORING**

By entering into this agreement, Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Grantee agrees to comply with any additional instructions provided by EFI to Grantee regarding such audit. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. Grantee shall permit access to the Grantee's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

#### **AUDITS**

1. In the event that Grantee expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Grantee, Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Grantee shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Defense Infrastructure is 40.003, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and Defense Support Task Force is 40.014, Economic Development Projects (CAMACOL) and Advocating International Relationships (SEUS/Japan & FLOR-KOR) is 40.016.
2. In connection with the audit requirements, Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General
3. If Grantee expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Grantee expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Grantee funds obtained from other than State entities).
4. Grantee must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Grantee for work required under terms of this Agreement. In the executed subcontract, Grantee shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Grantee shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Grantee shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fdfs.com/fsaa/catalog.aspx> for assistance.

**REPORT SUBMISSION**

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Contractor's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave,  
Enterprise Florida, Inc.  
1030 East Lafayette Street, Suite 9  
Tallahassee, FL 32301

and

Pamela Murphy  
Enterprise Florida, Inc.  
800 N. Magnolia Ave., Suite 1100  
Orlando, Florida 32803

and

Elizabeth Walker  
Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC-80  
Tallahassee, Florida 32399 -0001

**RECORD RETENTION**

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) year period, whichever is later.

Contractor  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone ( ) - Fax ( ) -

# COMPLIANCE CERTIFICATION FORM

DATE:

To:  
 ENTERPRISE FLORIDA INC.  
 800 N. MAGNOLIA AVENUE, SUITE 1100  
 ORLANDO, FL 32803  
 407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
<b>INVOICE AMOUNT</b>	<b>\$</b>

**Contractor Certification:**

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed:  
 Contractor Signature:

Title:  
 Date:

**EFI Contract Manager Certification:**

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed:  
 EFI Contract Manager Signature:

Title:  
 Date:

Note: Quarters based on State FY

Plan of Action								
Planned Activity	Budget Cost	Objective	Milestone					Outcome
			2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	Final Reprt	Performance Measures
Consulting Services representing Santa Rosa County in activities concerning DoD, Dept. of the Navy, Dept. of the Air Force and any other armed forces	\$33,500	Define Scope of Work	X					Maintain and Improve relationships between military installations and the community
		Participate in the annual County Congressional and Pentagon delegation trip to Washington DC		X				
		Coordinate tasks and duties that sustain and grow the county's military presence.	X	X	X	X	X	
		Place the county in a BRAC ready position.	X	X	X	X	X	
		Better our relationship with military installations, state and other counties.	X	X	X	X	X	
		Monitor and interact as necessary concerning Navy and county progress with respect to initial phases of land swaps and other land dispositions.	X	X	X	X	X	
		Liaison and interact with military and prospect/existing industries as needed by Santa Rosa County.	X	X	X	X	X	Maintain or Improve total county impact and direct defense spending
		Liaison and interact with chamber military affairs committees.	X	X	X	X	X	
		Liaison and interact with congressional offices.	X	X	X	X	X	
		Provide support and interaction for the multi-county Defense Support Initiative.	X	X	X	X	X	
		Provide Coordination on updating and implementation of the SRC Joint Land Use Study.	X	X	X	X	X	
		Provide monthly (at minimum) reports complete with updates and recommendations to the Santa Rosa County Military Affairs Committee, the Board of County Commissioners and other entities as directed.	X	X	X	X	X	
Consulting Services to research, develop, and update Technical Skills Inventory	\$35,000	Define Objectives		X				Tangible resource for use by Econ Dev
		Develop Plan Outline			X			
		Develop Scope of Work			X			Increased interest from aviation maintenance industries
		Present Work Plan			X			
		Research and Develop Inventory			X	X		
		Create and Present Inventory					X	

1/31/2014

**DRG 14-  
Revised**

DRG 14-  
Santa Rosa County  
2013-2014

Note: Quarters based on State FY

Plan of Action								
Planned Activity	Budget Cost	Objective	Milestone					Outcome
			2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	Final Reprt	Performance Measures
Events, Functions and Materials that reinforce positive relations between the community and the defense facility	\$8,000	Sailor of the Quarter (SOQ) Recognition Breakfast		X	X	X	X	Reinforce positive relations between the military and civilian communities and their leadership
		Military Appreciation Month (MAM) Family Day Picnic			X			
		Combined MAM & SOQ Recognition Breakfast			X			
		Annual Fleet Fly-In Briefing & Breakfast					X	Increased social capital thru promoting sense of trust and partnerships
		Bi-Monthly Santa Rosa County Military Affairs Committee	X	X	X	X	X	
		Upgrade and republish Santa Rosa County and NAS Whiting Field partnership brochure		X				
		Annual County Congressional and Pentagon delegation trip to Washington DC		X				
		DRG Administration and Documentation	\$3,500	Contract Start Date: November 13, 2013	X			
2nd Quarter Status Report (Nov, Dec)	X							
3rd Quarter Status Report (Jan, Feb, Mar)				X				
4th Quarter Status Report (Apr, May, Jun)					X			
1st Quarter Status Report (Jul, Aug, Sep)						X		
Work Cutoff Date: November 12, 2014							X	
Final Project Report (Oct, Nov)							X	
Final Audit Report (SRC Annual Audit)							X	
<b>Total</b>	<b><u>\$80,000</u></b>							

February 10, 2014

**ADMINISTRATIVE COMMITTEE**

1. Discussion of two (2) proposed judicial facility sites, US90 represented by Coldwell Banker Realtors and Avalon Boulevard owned by JDL of Santa Rosa, LLC.
2. Discussion of contract with Davis, South, Barnette & Patrick Advertising for TDC Marketing Services.
3. Discussion of including Tourist Development Council (TDC) staff in county organizational structure.
4. Discussion of installation of saltwater well on Navarre Beach to support the Sea Turtle Conservation Center.
5. Discussion of Florida Department of Transportation US98 Highway Beautification Project Phase II.
6. Discussion of Interlocal Agreement with City of Milton for use of county owned property for effluent disposal.
7. Discussion of development of Community Development Block Grant (CDBG) application for installation of waterline and fire hydrant upgrade by Midway Water System in several neighborhoods as recommended by the Citizens Advisory Task Force (CATF).
8. Discussion of Navarre Beach Sea Turtle Center Amazing Race for Survival Saturday April 5, 2014 on Navarre Beach.
9. Discussion of Third Annual Surf Warriors Event on Navarre Beach Saturday, May 3, 2014 benefiting the Wounded Warriors Project sponsored by the Florida Surf Association.
10. Discussion of annual Marine Sanctuary Run for the Reef 5K race on Navarre Beach Saturday, October 18, 2014 sponsored by the Navarre Chamber Foundation.
11. Discussion of Second Annual Autism OdysSea event on Navarre Beach Saturday, April 12, 2014 hosted by the Navarre Beach Marine Science Station.

12. Discussion of Color Splash Beach Bash 5K Run on Navarre Beach Saturday April 19, 2014 sponsored by the Navarre High School Student Government Association (SGA).
13. Discussion of scheduling Thursday April 10, 2014 regular meeting in the Tiger Point Community Center.
14. Discussion of FY 2014/2015 Budget Calendar of Events
15. Information Only: Public Hearing items scheduled for 9:30 a.m. Thursday, February 13, 2014:

An amendment to Ordinance 2012-01 to include an exemption for tangible personal property to economic development incentive ordinance for qualified businesses.

Attached are three layouts that address the county's needs and in line with the county's desires.

Option A – Middle of the 45 Acres

This option centers the courthouse on the master parcel; it provides a right of way for both east and west entrances; provides for an additional 4 acres for future expansion and 2.85 acres for retention. Configuration allows for east road to extend to north if needed for future connector. There will be no impact to surrounding residential areas as the land surrounding site is commercial.

Courthouse Site Area – 12.00 Ac  
Retention Area Site – 2.85 Ac  
Right-of-Way Area – 4.70 Ac  
Option to purchase 4 Ac for future needs for 36 months at \$80,000  
Total Land Available to County – 23.55 Ac  
Total Price \$1,675,000 (if option is exercised) = Price per Ac of \$71,125

Other Considerations Provided to County:

1. County gets full boundary, topo, utility and FDOT survey for their use.
2. County gets Phase 1 ESA for entire site.

Option B – East Side of the 45 Acres

This option locates the courthouse to the east side of master parcel; it provides access to east entrance with an easement to future west entrance; provides for an additional 5.35 acres for future expansion and 2.85 acres for retention. There will be minimal impact to residential area to east with buffer.

Courthouse Site Area – 13.50 Ac  
Retention Area Site – 2.85 Ac  
Right-of-Way Area – 1.00 Ac  
Option to purchase 5.35 Ac for future needs for 36 months at \$107,000  
Total Land Available to County – 22.7 Ac  
Total Price \$1,452,000 (if option is exercised) = Price per Ac of \$63,965

Other Considerations:

1. County gets full boundary, topo, utility and FDOT survey for their use.
2. County gets Phase 1 ESA for entire site.

Option C – To Rear of the 45 Acres

This option locates the courthouse to the rear of master parcel; it provides a right of way for both east and west entrances; provides for an additional 4.2 acres for future expansion and 3.55 acres for retention. Configuration allows for east road to extend to north if needed for future connector. There will be no impact to surrounding residential areas as the land surrounding site is commercial.

Courthouse Site Area – 12.20 Ac

Retention Area Site – 3.55 Ac

Right-of-Way Area – 2.1 Ac

Option to purchase 4.2 Ac for future needs for 36 months at \$150,000

Total Land Available to County – 22.05 Ac

Total Price \$1,195,000 (if option is exercised) = Price per Ac of \$54,195

Other Considerations:

1. County gets full boundary, topo, utility and FDOT survey for their use.
2. County gets Phase 1 ESA for entire site.

Conditions:

A) A master parcel agreement will be used to address the access easements and retention for SRC and the remainder of property.

B) If the county can finalize its final site selection in a reasonable period of time, by the end of February, seller will provide a purchase option or within reason, a flexible purchase arrangement conditioned on the sales tax measure being approved. All we require is that you finalize the decision on the site and provide the schedule for vote and funding.







**Coldwell Site**  
**Opinion of Probable Construction Costs**  
 February 4, 2014



**Hatch Mott  
MacDonald**

HMM Project No. 334662

Basis: Conceptual Layout

Item No.	Description	Quantity	Unit	Unit Price	Amount
	Mobilization @ 5% of Construction Cost	1	LS	\$ 106,409.67	\$ 106,409.67
	Clearing and Grubbing	18.09	AC	\$ 9,760.85	\$ 176,573.78
	12" Stabilized Subgrade	22,200	SY	\$ 2.20	\$ 48,840.00
	FDOT Type B Stabilization	858	SY	\$ 2.20	\$ 1,887.60
	6" Graded Aggregate Base	22,200	SY	\$ 13.00	\$ 288,600.00
	FDOT Optional Base Group 9	858	SY	\$ 19.13	\$ 16,413.54
	Type SP-12.5 Asphalt	1,925	TN	\$ 78.92	\$ 151,921.00
	TYPE FC-12.5 Asphalt	71	TN	\$ 119.88	\$ 8,511.48
	FDOT Type F Curb & Gutter	10,590	LF	\$ 20.93	\$ 221,648.70
	Intersection signalization	1	LS	\$ 125,000.00	\$ 125,000.00
	Sod	8350	SY	\$ 1.88	\$ 15,698.00
	Seed and Mulch	34100	SY	\$ 0.47	\$ 16,027.00
	<b>Sub-total</b>				<b>\$ 1,177,530.77</b>
	Stormwater Pond Excavation	17000	CY	\$ 4.78	\$ 81,260.00
	FDOT Type F Ditch Bottom Inlet	25	EA	\$ 4,229.03	\$ 105,725.75
	FDOT Type 4 Curb Inlet	8	EA	\$ 4,837.45	\$ 38,699.60
	18" RCP	900	LF	\$ 41.63	\$ 37,467.00
	24" RCP	900	LF	\$ 51.01	\$ 45,909.00
	30" RCP	900	LF	\$ 57.90	\$ 52,110.00
	36" RCP	900	LF	\$ 73.85	\$ 66,465.00
	36" FDOT U-type Endwall with Energy Dissipator	1	EA	\$ 5,000.00	\$ 5,000.00
	24" FDOT U Type Endwall	1	EA	\$ 1,500.00	\$ 1,500.00
	<b>Sub-total</b>				<b>\$ 434,136.35</b>
	8" Dia. Lift station Complete	1	LS	\$ 150,000.00	\$ 150,000.00
	6" PVC Sanitary Sewer Lateral	393	LF	\$ 16.00	\$ 6,288.00
	4" PVC Forcemain	1367	LF	\$ 10.00	\$ 13,670.00
	4" Gate Valve	1	EA	\$ 600.00	\$ 600.00
	4" 90 Degree Bend	2	EA	\$ 200.00	\$ 400.00
	4" 45 Degree Bend	1	EA	\$ 200.00	\$ 200.00
	4" Jack and Bore with 10" Steel Casing	115	LF	\$ 100.00	\$ 11,500.00
	6"x4" Wet Tap	1	EA	\$ 2,900.00	\$ 2,900.00
	<b>Sub-total</b>				<b>\$ 185,558.00</b>
	6" PVC WATER LINE	1199	LF	\$ 18.00	\$ 21,582.00
	3" Meter Assembly and Vault	1	EA	\$ 14,000.00	\$ 14,000.00
	6"x6" Fire Hydrant	2	EA	\$ 3,200.00	\$ 6,400.00
	6" PVC Fire Protection Line	212	LF	\$ 25.00	\$ 5,300.00
	3" PVC Water Service	212	LF	\$ 10.00	\$ 2,120.00
	6"x6" Wet Tap	1	EA	\$ 3,800.00	\$ 3,800.00
	6" 90 Degree Bend	2	EA	\$ 300.00	\$ 600.00
	3" 90 Degree Bend	1	EA	\$ 110.00	\$ 110.00
	6"x6" Tee	1	EA	\$ 350.00	\$ 350.00
	6" Double Check Backflow Preventor	1	EA	\$ 7,500.00	\$ 7,500.00
	3" Backflow Preventor	1	EA	\$ 4,500.00	\$ 4,500.00
	<b>Sub-total</b>				<b>\$ 66,262.00</b>
	<b>Project Total Costs:</b>				<b>\$ 1,863,487.12</b>
	<b>20% Contingency:</b>				<b>\$ 372,697.42</b>
	<b>Property Acquisition Costs</b>				<b>\$ 1,350,385.00</b>
	<b>Total Estimated Costs:</b>				<b>\$ 3,586,569.54</b>



**JDL Site Opinion of Probable Costs**  
**Opinion of Probable Construction Costs**  
 February 4, 2014



**Hatch Mott  
MacDonald**

HMM Project No. 334662

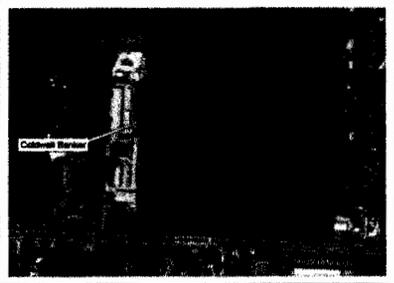
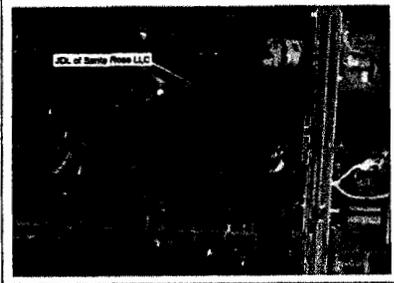
Basis: Conceptual Layout

Item No.	Description	Quantity	Unit	Unit Price	Amount
	Mobilization @ 5% of Construction Cost	1	LS	\$ 91,309.54	\$ 91,309.54
	Clearing and Grubbing	18.09	AC	\$ 9,760.85	\$ 176,573.78
	12" Stabilized Subgrade	22,250	SY	\$ 2.20	\$ 48,950.00
	FDOT Type B Stabilization	4,805	SY	\$ 2.20	\$ 10,571.00
	6" Graded Aggregate Base	22,250	SY	\$ 13.00	\$ 289,250.00
	FDOT Optional Base Group 9	4,805	SY	\$ 19.13	\$ 91,919.65
	Type SP-12.5 Asphalt	2,365	TN	\$ 78.92	\$ 186,645.80
	TYPE FC-12.5 Asphalt	337	TN	\$ 119.88	\$ 40,399.56
	FDOT Type F Curb & Gutter	11,325	LF	\$ 20.93	\$ 237,032.25
	FDOT Type E Curb & Gutter	382	LF	\$ 22.42	\$ 8,564.44
	Concrete Traffic Separator	270	SY	\$ 81.97	\$ 22,131.90
	Sod	8350	SY	\$ 1.88	\$ 15,698.00
	Seed and Mulch	34600	SY	\$ 0.47	\$ 16,262.00
	<b>Sub-total</b>				<b>\$ 1,235,307.91</b>
	Stormwater Pond Excavation	17000	CY	\$ 4.78	\$ 81,260.00
	FDOT Type F Ditch Bottom Inlet	25	EA	\$ 4,229.03	\$ 105,725.75
	FDOT Type 4 Curb Inlet	8	EA	\$ 4,837.45	\$ 38,699.60
	18" RCP	900	LF	\$ 41.63	\$ 37,467.00
	24" RCP	900	LF	\$ 51.01	\$ 45,909.00
	30" RCP	900	LF	\$ 57.90	\$ 52,110.00
	36" RCP	900	LF	\$ 73.85	\$ 66,465.00
	36" FDOT U-type Endwall with Energy Dissipator	1	EA	\$ 5,000.00	\$ 5,000.00
	24" FDOT U Type Endwall	1	EA	\$ 1,500.00	\$ 1,500.00
	<b>Sub-total</b>				<b>\$ 434,136.35</b>
	8' Dia. Lift station Complete	1	LS	\$ 150,000.00	\$ 150,000.00
	6" PVC Sanitary Sewer Lateral	506	LF	\$ 16.00	\$ 8,096.00
	4" PVC Force-main	815	LF	\$ 10.00	\$ 8,150.00
	4" Gate Valve	1	EA	\$ 600.00	\$ 600.00
	4" 90 Degree Bend	2	EA	\$ 200.00	\$ 400.00
	4" 45 Degree Bend	1	EA	\$ 200.00	\$ 200.00
	6"x4" Wet Tap	1	EA	\$ 2,900.00	\$ 2,900.00
	<b>Sub-total</b>				<b>\$ 170,346.00</b>
	8" PVC WATER LINE	1283	LF	\$ 20.00	\$ 25,660.00
	3" Meter Assembly and Vault	1	EA	\$ 14,000.00	\$ 14,000.00
	8"x6" Fire Hydrant	2	EA	\$ 3,200.00	\$ 6,400.00
	6" PVC Fire Protection Line	308	LF	\$ 25.00	\$ 7,700.00
	3" PVC Water Service	308	LF	\$ 10.00	\$ 3,080.00
	10"x8" Wet Tap	1	EA	\$ 5,400.00	\$ 5,400.00
	Cut and Patch Asphalt Roadway	30	SY	\$ 50.00	\$ 1,500.00
	8" 45 Degree Bend	3	EA	\$ 300.00	\$ 900.00
	6" 45 Degree Bend	2	EA	\$ 250.00	\$ 500.00
	3" 45 Degree Bend	2	EA	\$ 110.00	\$ 220.00
	8"x6" Tee	1	EA	\$ 350.00	\$ 350.00
	6" Double Check Backflow Preventor	1	EA	\$ 7,500.00	\$ 7,500.00
	3" Backflow Preventor	1	EA	\$ 4,500.00	\$ 4,500.00
	<b>Sub-total</b>				<b>\$ 77,710.00</b>
	<b>Project Total Costs:</b>				<b>\$ 1,917,500.26</b>
	<b>20% Contingency:</b>				<b>\$ 383,500.05</b>
	<b>Property Acquisition Costs</b>				<b>\$ 1,030,000.00</b>
	<b>Total Estimated Costs:</b>				<b>\$ 3,331,000.32</b>

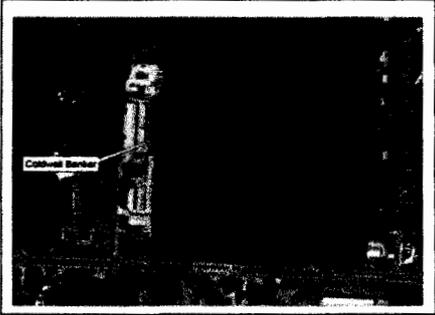
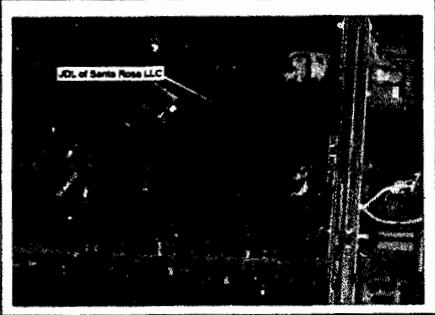




Site Selection Matrix - Santa Rosa County Judicial Center

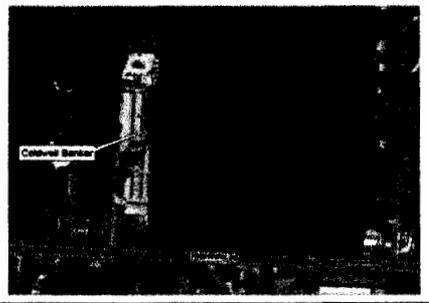
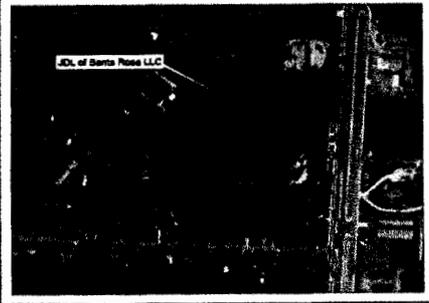
	Site #2 Coldwell Bankers Commercial	Site #3 JDL of Santa Rosa, LLC
Site Aerials		
<b>Parcel Information</b>		
Ownership Information	Charter Bank 1233 O G Skinner Dr. West Point, GA 31866	JDL of Santa Rosa, LLC P.O. Box 3717 Pensacola, FL 32516
Parcel ID	07-1N-28-0000-01500-0000	19-1N-28-0000-01213-000
Acreege	10 acres Note: See RFP backup as pricing structure varies depending on the location of the 10 acres chosen.	10 acres Note: The entire parcel available is 18.463 acres per SRC GIS maps.
Option for Additional Acreege	Yes	Yes
Existing Land Use	Undeveloped parcel	Undeveloped parcel
Adjacent Land Use	North - Vacant (Zoned Residential) East - Majority Residential South-Highway 90 West-Commercial (Warehouse)	North - Commercial East - Avalon Blvd. South-Residential West-Mulat Road (Mixed Residential)
<b>Santa Rosa Land Development Code &amp; Comprehensive Plan</b>		
Zoning / Compatibility	HCD - Highway Commercial Development District Requires Conditional Use Approval	Split Zoning: HCD - Highway Commercial Development District Requires Conditional Use Approval  R1 - Single Family Residential District Requires Conditional Use Approval
Future Land Use / Compatibility	Commercial	Split FLU - Commercial / Single Family Residential
Historical / Environmental Considerations Excluding Wetlands (from FDEP GIS and Oculus website)	No apparent concerns.	No apparent concerns.
Adjacent Land Use Compatibility	Potential compatibility issue with existing adjacent residential.	Potential compatibility issue with existing adjacent residential.

### Site Selection Matrix - Santa Rosa County Judicial Center

	Site #2 Coldwell Bankers Commercial	Site #3 JDL of Santa Rosa, LLC
<b>Site Aerials</b>		
<b>General Site Information</b>		
<b>Configuration</b>	Rectangular (Near square)	Irregular
<b>Orientation</b>	Slight North-South Orientation for overall parcel (44.68+/- acres)	East-West Orientation
<b>Wetlands</b>	No wetlands indicated on SRC GIS website or National Wetland Inventory website	No wetlands indicated on SRC GIS website or National Wetland Inventory website
<b>Soils Type</b>	Troup Loamy Sand 0-5% Slopes	Troup Loamy Sand 0-5% Slopes
<b>Topography</b>	Flat to gently sloping (roughly 0-5%) from south to north	Flat to gently Sloping (0-5%)
<b>Existing Site Constraints</b>	No apparent site constraints.	Conditional use approval for residential zoning may be more problematic.
<b>Stormwater Management / Drainage Considerations</b>	Site is bisected by ridge running along dirt road entire depth of site. Site drains in three directions east, west and north. No defined outfall other than overland flow. Southern portion of site considered to be in a closed basin.	Site appears to be within a closed basin.
<b>Future Development Acreage</b>	34.68 +/-	6.09 +/-
<b>Additional Site Acreage Available for Increased Compatibility?</b>	34.68+/-	6.09+/-
<b>Potential for Future Economic Development in Area</b>	Yes	Yes

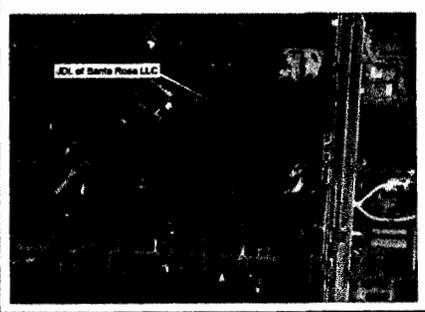


**Site Selection Matrix - Santa Rosa County Judicial Center**

	<b>Site #2 Coldwell Bankers Commercial</b>	<b>Site #3 JDL of Santa Rosa, LLC</b>
<b>Site Aerials</b>		
<b>Site Access Information</b>		
<b>Primary Access Road</b>	Highway 90	Avalon Boulevard
LOS for Primary Access Road	C	C
Maximum Volume (AADT)	36,700	16,500
FDOT Traffic Count (AADT)	31,000 (FDOT 2012 Data)	15,000 (FDOT 2012 Data)
<b>Secondary Access Road</b>	None	Mulat Road
LOS for Secondary Access Road	N/A	Not Available
<b>Potential for Full Movement Access</b>	High	Low
<b>Signalization Availability / Potential</b>	No Current Signalization. Potential for signalization at intersection of Highway 90 and Chantilly Way is high.	Signal existing to the North @ Mulat Road / Avalon Intersection and to the South at the Mulat Road / Sterling Way
<b>Median Breaks Availability / Potential</b>	Two full median openings exist.	Minimal probability for full median cut.
<b>Turn Lane Requirements</b>	Right and left turn lanes likely required.	Southbound right turn on Avalon likely required with good potential for a northbound turn lane off Avalon.

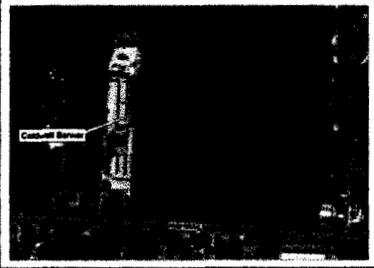
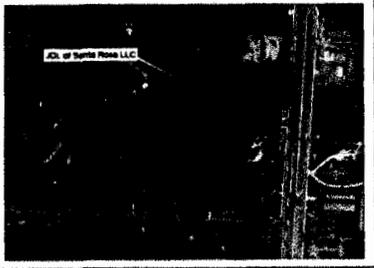


**Site Selection Matrix - Santa Rosa County Judicial Center**

	<b>Site #2 Coldwell Bankers Commercial</b>	<b>Site #3 JDL of Santa Rosa, LLC</b>
<b>Site Aerials</b>		
<b>Site Utility Information</b>		
<b>Potable Water System Provider</b>	Pace Water System, Inc.	Pace Water System, Inc.
Potable Water Line Sizes / Locations	6" main on north side of Highway 90 6" main on south side of Highway 90	6" main on east side of Mulat 10" main on the west side both Mulat 6" main on the west side of Avalon 10" main on the east side of Avalon
Offsite Improvements Required?	Unknown	Unknown
<b>Wastewater System Provider</b>	Pace Water System, Inc.	Pace Water System, Inc.
Wastewater Line Sizes / Locations	10" FM on south side of Highway 90.	6" FM on east side of Avalon 4" FM on west side of Avalon
Offsite Improvements Required?	Unknown with low potential	Unknown with low potential
<b>Natural Gas System Provider</b>	Not Addressed in RFP Response	Not addressed in RFP Response
<b>Electrical Service Provider</b>	Gulf Power	Gulf Power



Site Selection Matrix - Santa Rosa County Judicial Center

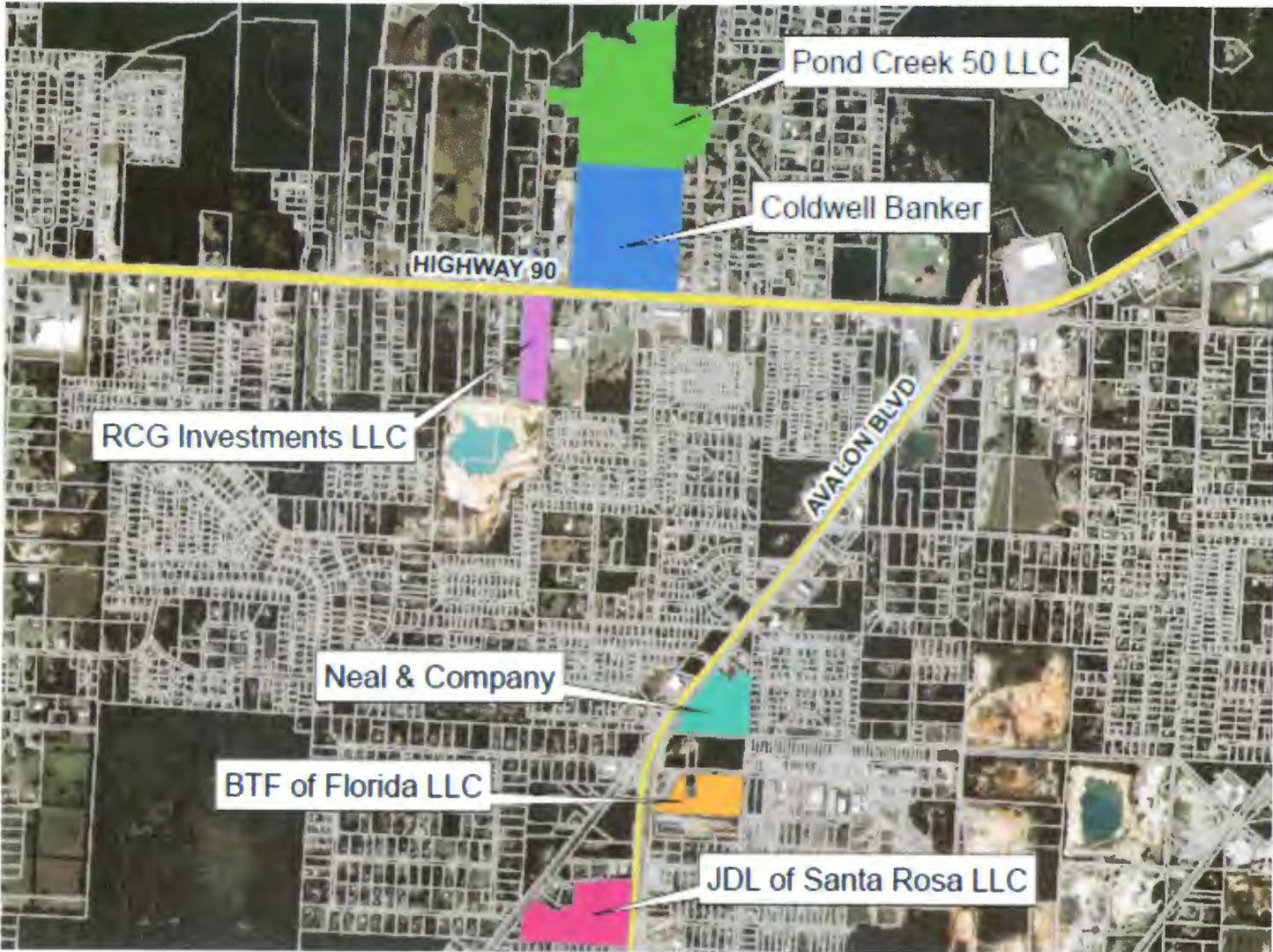
	Site #2 Coldwell Bankers Commercial	Site #3 JDL of Santa Rosa, LLC
Site Aerials		
<b>Development Cost Considerations</b>		
Parcel Cost	Varies \$16,750/Ac. - \$134,000/Ac.	\$70,000/Ac. (\$700,000 Total)
Parcel Cost for Additional Acreage	Varies \$16,750/Ac. - \$134,000/Ac.	\$330,000
Demolition / Site Clean Up	None	None
Offsite Utility Requirements	Indeterminate	None likely
Access Roads / Signalization	Right and Left Turn Lanes on US 90	Right Turn Lane / Directional Left on Avalon
Right of Way / Easements Required	None	None
<b>Summary Comments</b>	<p>The subject property is the only site considered on US HWY 90. A traffic signal will be required at what will be the main entrance to the facility at the intersection of Chantilly Way (to the south) and US HWY 90. An additional directional access on the west side of the complex may be located across from West Florida Baptist Church (to the south). Each access point will require appropriate turnlanes and median work. This site lies in a very, very flat section of US HWY 90. The parcel begins to fall to the north from about the mid point of the site, but is very flat along the southern half along Hwy 90. This area has been traditionally treated as a closed basin, therefore any discharge to the FDOT right of way would be very limited (if allowed at all). There is a tiered pricing structure for this property that decreases per acre the farther the site is located from Hwy 90. However, infrastructure (access road, utilities) costs will increase the farther away from HWY 90 the site is located. There are layouts included that arrived with the response from the RFP.</p>	<p>The subject property sits on the west side of Avalon Blvd a few blocks south of Commerce Road. There could be access on Avalon and on Mulat Rd to the west, provided SRC bought the whole parcel or gained an access easement all the way to Mulat. The layouts shown from 2007 were conducted prior to the widening of Avalon to 4 lanes. The access to Avalon shown would likely need to be shifted to the far northern end of the property. This access may be required to be limited directionally, however there is access to two traffic signals from Mulat, southward to Avalon and Sterling Fibers Way and northward to Avalon and Mulat (Commerce). It is doubtful a new traffic signal on Avalon would be permitted due to the proximity of nearby existing signalized intersections. This area has been traditionally treated as a closed basin, therefore any discharge to the FDOT right of way or Mulat right of way would be very limited (if allowed at all). The layout from 2007 considers no discharge at all from the retention pond.</p>

## SITE #2 COLDWELL BANKER on HWY 90



SITE #3 JDL of Santa Rosa LLC on Avalon Boulevard





**MARKETING SERVICES  
AGREEMENT**

**THIS AGREEMENT** made and entered into by and between Santa Rosa County, having its principal office at 8543 Navarre Parkway; Navarre, Florida, 32566 (hereinafter the "COUNTY"), and Davis, South, Barnette & Patrick, an Alabama limited liability company, having its principal office at \_\_\_\_\_ (hereinafter the "DSB&P").

**WHEREAS**, the DSB&P is in the business of providing marketing programs, including brand development and marketing consultation services, and of planning, creating, establishing and monitoring marketing communications programs on behalf of retained clients; The COUNTY hereby appoints the DSB&P, and the DSB&P hereby agrees to serve as the COUNTY's Agency of Record for advertising, marketing and public relations. The DSB&P is hereby authorized to purchase media and outside services on the COUNTY's behalf as the COUNTY's Agent, pending the COUNTY's approval of such purchases. The DSB&P shall devote its best efforts to further the COUNTY's interests and endeavor to make their communications successful. The DSB&P shall supervise mutually agreed upon media, graphic design, packaging, collateral and promotional materials for appearance, accuracy, timeliness, position, size and mechanical reproduction. The DSB&P shall credit and pay all bills incurred on behalf of the COUNTY's account, insuring timeliness and meeting vendor payment obligations, and shall make no commitments or incur obligations for the COUNTY's account without authorization or approval from the COUNTY.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Appointment and Authorization of DSB&P.**

The DSB&P is hereby retained, appointed and engaged to represent the COUNTY in carrying out certain of its marketing programs, subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "marketing programs" shall include those specific services of the DSB&P set forth more specifically on Addendum "A" attached hereto and made an integral part hereof, as the same may be modified and amended from time to time by mutual agreement of the DSB&P and COUNTY.

**2. DSB&P Exclusivity.**

During the term of this Agreement, without the full knowledge and written consent of the COUNTY, the DSB&P shall not represent any other client in connection with providing products or services which are directly competitive with the COUNTY's products or services.

**3. DSB&P Services.**

The DSB&P shall act as the COUNTY's marketing program representative, to research, plan, create, establish and monitor its designated marketing programs. In the course of carrying out such marketing programs, or any element thereof, the DSB&P may perform, upon mutual

agreement by the COUNTY in the manner set forth hereinafter, such services as the DSB&P and COUNTY shall deem necessary or appropriate to fulfill COUNTY's needs, including, but not necessarily limited to those services of the DSB&P set forth on Addendum "A".

#### **4. Duration and Extension of the Agreement.**

- A. The initial term of this Agreement shall be for a period of 12 months, commencing February 14, 2014 (the "Commencement Date") and continuing through and including February 13, 2015.
- B. Unless terminated by either party in the manner provided for hereinafter, this Agreement shall, unless mutually agreed upon, automatically renew for one (1) additional term of one (1) year, commencing on the day after the date of expiration of the then current initial or renewal term, and expiring one (1) year thereafter.

#### **5. DSB&P Capacity.**

DSB&P and all its employees, agents and servants are, and shall, in the performance of the services under this Agreement, independent DSP&B s and not employees of the COUNTY. DSB&P shall exercise direct control over the means and manner in which it and its employees, agent and servant perform the services. DSB&P does not have the power or authority to, and agrees that it will not attempt to, bind the COUNTY in any promise, agreement or representation other than as specially provided for in this Agreement.

#### **6. DSB&P Disclaimers.**

In addition to any other disclaimers of the DSB&P specifically provided for in the Agreement, and notwithstanding any other provision set forth in this Agreement to the contrary, it is further specifically acknowledged and agreed to by the COUNTY, that in the event DSB&P is requested to assist in obtaining the services of a third party internet-based online service provider, web site host server, or other third party provider of internet based web page or web site hosting services (collectively an "ISP"), for the purpose of advertising and promoting the COUNTY's products and services to its customers and the general public via the internet, all services provided by such ISP shall be subject to the following DSB&P disclaimers:

- A. DSB&P expressly disclaims all express or implied warranties or representations regarding the services provided, or to be provided, by any ISP, of any nature whatsoever, including without limitation, any warranties of merchantability, fitness for a particular purpose, security or accuracy; and
- B. DSB&P does not warrant or represent, in any manner whatsoever, that access to, or the use of, the online services to be provided by or through such ISP will be uninterrupted or error-free, or that such ISP services will meet any particular criteria of performance or quality; and
- C. DSB&P shall not be liable for damages, including consequential or special damages, arising out of COUNTY's use, or inability to use, the services of any ISP, and hereby

waives any claims against DSB&P with respect thereto, whether such claims are or may be based on contractual, tort or other legal grounds, and hereby releases and discharges DSB&P from any and all liability therefore.

## **7. Prior Approval of COUNTY.**

- A. The DSB&P shall not incur any obligations or provide any services for the COUNTY's account for any marketing programs without first obtaining written approval from the COUNTY's designated representatives or any other person or persons duly identified by the COUNTY in writing. The COUNTY's designated representatives shall be set forth on Addendum "B" attached hereto and made an integral part hereof, as the same shall be modified or amended by the COUNTY, from time to time, by written instrument delivered to the DSB&P.
- B. In order to obtain the COUNTY's approval, the DSB&P shall submit written proposals to the COUNTY containing descriptions of the proposed services, together with estimates of the costs of the obligations or services involved, including media costs, cost of preparation, costs of production and any additional costs, such as for travel (subject to State of Florida and COUNTY guidelines), mailing, postage and similar activities. DSB&P shall not be responsible for missed deadlines caused by the delay of the COUNTY in providing any approval required herein.

## **8. DSB&P Compensation.**

The basis of DSB&P's compensation for its services rendered for and on behalf of COUNTY in accordance with this Agreement shall be as set forth on Addendum "C" attached hereto and made an integral part hereof.

## **9. COUNTY Billing and Reimbursement of DSB&P Costs and Expenses.**

The terms and provisions for billing by, and payment to the DSB&P for services provided for and on behalf of the COUNTY in accordance with this Agreement, and for reimbursement of costs and expenses incurred by the DSB&P in the course of providing such services, shall be as specifically set forth on Addendum "D" attached hereto and made an integral part hereof.

## **10. Termination of Agreement.**

- A. The DSB&P or COUNTY may terminate this Agreement without cause by written notice to the other party in the form and manner specified hereinafter, which notice shall be given not less than forty-five (45) days prior to the effective date of such termination. In the event such notice of intention to terminate is given by either party as provided herein, such notice shall specify the proposed date of termination, and this Agreement shall be deemed to remain in full force and effect from and after the date of such notice through the effective date of such termination.

B. Notwithstanding the giving of notice to terminate this Agreement as provided hereinabove, nor the specified date of termination as set forth therein, this Agreement shall in any event continue in full force and effect for the period of time necessary to complete all work which shall have been approved by COUNTY in the manner set forth in Section 7 hereinabove.

#### **11. Rights and Duties upon Termination of Agreement.**

- A. Upon the giving or receipt of notice of termination, the DSB&P shall not commence any new work, but it shall complete and place all work on marketing programs previously approved by the COUNTY. All other rights and duties of the parties shall continue through the effective date of termination, and the COUNTY shall be responsible for payment to the DSB&P for any contract obligation incurred with third parties during this period.
- B. Upon the giving of notice to terminate this Agreement by the COUNTY, the DSB&P shall remain entitled to receipt of payment for, and COUNTY shall pay when due as hereinabove provided, that portion of any annual fee due and payable to the DSB&P from the date of the DSB&P's receipt of such notice of termination through the actual date of termination.
- C. Upon termination by the COUNTY prior to expiration of the initial term of this Agreement, any unpaid hourly fees for work completed to that date will be paid based on a rate of \$115.00 per hour. All work completed after the notice of termination and previously approved by COUNTY will be paid for as specified.
- D. Upon termination of this Agreement, the DSB&P shall assign to the COUNTY all rights in contracts, agreements, arrangements or other transactions made with third parties for COUNTY's account, effective on the date of termination or on such other date as may be agreed upon by the parties; and the COUNTY shall assume all obligations and hold the DSB&P harmless from all liability thereunder. In the event any such contracts are nonassignable, or consent to assignment is refused, or the DSB&P cannot obtain a release from its obligations, the DSB&P shall continue performance, and the COUNTY shall meet its obligations including its obligations to pay to the DSB&P as though this Agreement had not terminated.
- E. Upon termination of this Agreement, pursuant to notice from one party to the other as herein provided, the DSB&P shall bill the COUNTY for all amounts not previously billed and which remains due the DSB&P through the date of termination. The DSB&P shall be entitled to payment, and COUNTY shall pay, for all costs and services related to the portion of the marketing programs commenced and approved by the COUNTY prior to the receipt of such notice and, with the prior express written consent of the COUNTY, for all costs and services related to that portion of the marketing program approved by COUNTY after receipt of such notice through the actual date of termination.

#### **12. Disposition of Property and Materials upon Termination.**

- A. Upon termination of this Agreement, DSB&P shall transfer, assign and deliver to COUNTY all property and materials prepared or purchased for or on behalf of COUNTY and all information, documents, studies and records regarding its advertising, upon payment of any outstanding invoices to DSB&P.
- B. All plans, preliminary outlines, sketches, copy, and other property and materials produced under this Agreement which are rejected or disapproved by the COUNTY and for which COUNTY did not pay shall remain the property of the DSB&P and may be used by the DSB&P as it sees fit for any other County or purpose.
- C. DSB&P shall not be responsible for the return of publication reproduction materials after their use in publications unless their return is specifically required prior to sending for publication.
- D. DSB&P shall take all reasonable precautions to safeguard any of COUNTY's property entrusted to its custody or control. Except as required with respect to designated confidential information as provided for in Section 13 hereinafter, in the absence of willful negligence on the part of the DSB&P, it shall not be responsible for loss, damage, destruction or unauthorized use thereof.

### **13. Self-Promotion Rights of DSB&P.**

DSB&P reserves the right to utilize materials (ads, literature, websites, etc.) produced by DSB&P on behalf of COUNTY for self-promotion of DSB&P'S services to potential clients and employees so long as such materials are not of a confidential or proprietary nature.

### **14. County non-liability.**

DSP&B agrees to exercise its best judgment in the preparation and placing of all advertising, with a view to avoiding claims, proceedings or suits being made or instituted as a result thereof. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify or hold DSP&B harmless against any loss or damage which DSP&B may incur as a result of any claim, suit, or proceeding made or brought against DSB&P, based upon advertising or publicity prepared by DSP&B for the COUNTY when such claim, suit or proceeding is for damages due to the fault or negligence of DSP&B or its DSP&B s, or arises out of DSP&B's obligations under applicable codes, laws or contracts related to the production or advertising.

### **15. Insurance.**

- A. DSP&B shall comply with the insurance requirements specified in Addendum E, attached hereto.
- B. In addition to any other indemnification obligation in this Agreement, DSP&B agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any

character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of DSP&B; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of actual or claimed trademark, patent or copyright infringement or litigation based thereon, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY

- C. Neither the COUNTY nor DSP&B shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party except as otherwise authorized in this Agreement. Neither the COUNTY nor DSP&B shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by DSP&B of its business, whether caused by DSP&B 's negligence or willful action or failure to act.
  
- D. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon DSP&B or DSP&B 's assets, or upon the COUNTY in connection with Services performed or business conducted by DSP&B . Payment of all such taxes and liabilities shall be the sole responsibility of DSP&B .

**16. Assignment and Delegation.**

Except as herein specifically provided, neither party may assign or delegate any duties hereunder without the express prior written consent of the other.

**17. Modification.**

This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and no other representations are made or relied upon by either party, except as expressly set forth herein. This Agreement may not be altered, amended, modified or revoked except in writing and signed by duly authorized representatives of the parties hereto.

**18. Binding Effect and Controlling Law.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. This Agreement shall be governed and construed under the laws of the State of Florida.

**19. Waiver.**

No failure on the part of any party to this Agreement to take affirmative action with respect to any breach of the terms of this Agreement shall be construed as a waiver thereof, or of any future breach by such party.

**20. Execution.**

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**21. Notice.**

Any notice required herein shall be in writing and sent to the party entitled to receive such notice by certified or registered mail, postage prepaid and return receipt requested. Any such notice shall be deemed effective when delivered to the party entitled to receive such notice at the following addresses:

If to COUNTY, at: County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite D  
Milton, Florida 32570

If to DSB&P, at: \_\_\_\_\_  
Davis, South, Barnette & Patrick  
\_\_\_\_\_  
\_\_\_\_\_

**21. Addenda.**

The following Addenda, if any, are attached hereto and by this reference made a part hereof and shall control in the event of a conflict with any of the terms and provisions set forth in this Agreement:

- ADDENDUM "A" - DSB&P SERVICES
- ADDENDUM "B" - COUNTY'S DESIGNATED REPRESENTATIVES
- ADDENDUM "C" - DSB&P COMPENSATION
- ADDENDUM "D" - TERMS FOR PAYMENT
- ADDENDUM "E" - INSURANCE REQUIREMENTS

**22. Effective Date.**

This Agreement shall become binding as of the last date of execution by the parties as provided for hereinafter, and shall be deemed effective as of the Commencement Date set forth in Section 4. A. hereinabove.

**IN WITNESS WHEREOF**, the DSB&P and COUNTY, have caused this Agreement to be executed by their duly authorized representatives on the date affixed next to their respective signatures below.

Signature for the COUNTY:

\_\_\_\_\_ Date: BCC approved \_\_\_\_\_, 2014  
Printed Name: Jim Melvin  
Title: Chairman

Attest: \_\_\_\_\_  
Donald Spencer, Clerk

Davis, South, Barnette & Patrick

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

## **ADDENDUM "A"**

### **DSB&P SERVICES**

The DSB&P shall perform the following services for the DSB&P's stated fee as in ADDENDUM C, Paragraph A, upon authorization by the COUNTY in the manner set forth in the Agreement:

- Research, Strategy, Planning and On-going Consulting
  - Deliverables:
    - Yearly planning meeting
    - Yearly marketing analysis/review of available research data
    - Development of Marketing and Brand Development Plan
    - Development of Marketing Budget
    - Monthly meeting with TDC
    - On-going review; strategic marketing/branding consulting
    - Telephone calls and meetings with the TDC executive director as needed
- Account Management
  - Deliverables:
    - Implementation of marketing and brand development plan as approved by the TDC
    - Weekly management reports to TDC executive director
    - Monthly reports and meetings with North and South end marketing committees
    - Monthly reporting and meeting with TDC
    - Respond to management needs of the TDC and or executive director
    - Research and coordinate statistical reports regarding marketing and brand activities
- Creative Development
  - Deliverables:
    - Create yearly TDC ad campaign concepts in alignment with defined objectives
    - Produce master design templates (including print, web and outdoor ads)
    - Resize and finalize each campaign ad (including print, web and outdoor ads) for publication for master campaign theme
    - Program online ads for master campaign theme for specific media outlets and websites as needed
    - Design e-newsletter template; update to reflect campaign theme
    - Design and program micro site for master campaign theme
    - Script concepts for television and radio (does not include writing the final script)
- Public Relations
  - Deliverables:
    - Create public relations strategy in alignment with stated objectives
    - Manage and respond to all media inquiries
    - Work with TDC director and assist on collecting seasonal and topic related information for press releases, events calendars, and newsletters
    - Write and distribute press releases in conjunction with push campaigns
    - Manage "Back to the Island Media Day" strategy and planning
    - Provide on-going public relations consultation

- Provide strategic support and ideas for FAM tours
  - Assist TDC director in press relations
  - Develop and maintain an up-to-date press kit
  - Provide PR activities report to the TDC director monthly
  - Meetings and telephone calls as needed
- Media Management
    - Deliverables:
      - Develop conceptual integrated media plan in alignment with marketing and brand development goals
      - Manage all media placement pertinent to master campaign theme
      - Evaluate media opportunities, make recommendations as needed
      - Act as liaison between media and TDC director
      - Negotiate media contracts pertinent to master campaign theme

## **ADDENDUM "B"**

### **COUNTY'S DESIGNATED REPRESENTATIVES**

As provided for in Section 7 ("Prior Approval of County") of the Agreement, the following individuals shall constitute the COUNTY's designated representatives:

Kate Wilkes or Executive Director

## ADDENDUM "C"

### DSB&P COMPENSATION

The basis of DSB&P's compensation shall be as follows:

- A. The monthly payment of \$6,750 (six thousand seven hundred fifty) will be paid for the entire 12 months within the period unless a new contract amount has been negotiated according to ADDENDUM C Section D. In the event that a new contract amount has been negotiated then the renegotiated contract amount will be paid as an amount due every 30 days with the amount being equal to 1/12 of the entire contract amount.
- B. DSB&P will receive a 5% commission on all paid media time or space placed on behalf of COUNTY.
- C. For projects that are outside those listed in Addendum A, the DSB&P will submit, for COUNTY's approval, cost estimates which shall include the DSB&P's compensation for services rendered to execute the project (such as idea generation, writing, design, layout, proofing, etc.), as well as all third party supplier costs.
- D. During the period beginning ninety (90) days prior to the expiration of the current term of this Agreement, the COUNTY and DSB&P agree to review the fees to be paid as compensation to the DSB&P, to determine the appropriateness of such fees based upon work performed by the DSB&P to date, and work anticipated by the COUNTY during the next renewal term of this Agreement. COUNTY and DSB&P agree that during such ninety (90) day period, they shall make a good faith effort to reach a mutually satisfactory agreement regarding any appropriate adjustment to such fees for the next renewal term. In the event the parties are unable to reach such an agreement prior to the expiration of the then current term, it is agreed that the fee structure in effect immediately prior to the expiration of the preceding term, shall continue to be paid for an additional thirty (30) day period, during which time the COUNTY and DSB&P shall continue their efforts to reach a mutually satisfactory fee agreement. Any such agreement shall be retroactive to the date of commencement of the new annual renewal term then in effect. In the event the parties are unable to reach an agreement regarding such fee structure by the end of such thirty (30) day extension period, the fee structure in effect immediately prior to the expiration of the preceding term shall remain in effect for the remainder of the renewal term or earlier termination as provided for in Section 10 of the Agreement.

## ADDENDUM "D"

### TERMS FOR PAYMENT

#### County Billing:

- A. Estimates for DSB&P services and third-party purchases will be provided to COUNTY for all approved projects in the marketing program, and COUNTY will be billed for work in progress as such work progresses or is completed.
- B. DSB&P will invoice COUNTY for commissions earned for media time or space in accordance with the agreement of the parties as set forth on Addendum "C".
- C. DSB&P will invoice COUNTY for all third-party supplier purchases made on behalf of COUNTY in accordance with Addendum "C".
- D. The DSB&P shall invoice the COUNTY on the once monthly for all charges incurred on a monthly basis, unless different arrangements are agreed upon in writing and in advance by the parties.
- E. The COUNTY shall pay DSB&P invoices in such manner that amounts due thereunder are received by the DSB&P no later than thirty (30) days after the date of billing.
- F. COUNTY will be invoiced in advance for any prepayments required by third party suppliers to execute a project on behalf of COUNTY for such items as postage, printing, photography, broadcast production or promotional materials purchased on behalf of COUNTY.
- G. H. If as a result of the COUNTY's failure to pay the DSB&P's invoices in a timely manner, it becomes necessary that the DSB&P institute collection proceedings, the COUNTY shall be responsible for and pay all reasonable costs incurred by the DSB&P as a result of such collection proceedings, including court costs and reasonable attorneys fees.
- I. The COUNTY shall be entitled to proof of payment by the DSB&P of all sums expended on behalf of the COUNTY.
- J. So long as the DSB&P has received the necessary payments from the COUNTY, the DSB&P shall make all payments to third parties entitled thereto by the term of this Agreement, less any applicable commissions and discounts. Notwithstanding the foregoing, the DSB&P reserves the right to discontinue making any such third party payments if the COUNTY has failed to make any payment to the DSB&P as required by the terms of this Agreement, or is otherwise in default of any of the terms hereof.

**Reimbursement of Expenses:**

In addition to any annual fee paid as compensation to the DSB&P as provided for on Addendum "C", the COUNTY agrees to pay and reimburse the DSB&P for its costs and expenses in the following manner:

- A. The COUNTY shall be billed for and pay the DSB&P for its direct costs of mailing, packaging, shipping, courier services, taxes and duties incurred by the DSB&P in connection with the performance of this Agreement.
- B. In the event media or other charges increase or decrease after the DSB&P has submitted an estimate, the COUNTY shall be billed for and pay for such increases or be given a credit for such reduction, as the case may be. In the event the amount of space or time or other advertising services actually used is less than those previously contracted for, the COUNTY shall be billed for and pay any increased rate charged by the media due to loss of volume discount or because of higher scheduled rates; in the event additional space, time or services are so used, thereby resulting in a lower rate, the COUNTY shall be billed for and pay at such lower rate.
- C. In the event the COUNTY, after having approved any marketing program, cancels all or any part thereof, the COUNTY shall be billed for and pay all costs incurred by the DSB&P for such programs prior to the date of cancellation, and any unavoidable costs incurred thereafter, including any noncancellable commitments for advertising time or space.

## ADDENDUM "E"

### INSURANCE REQUIREMENTS

The term "Contractor" as used in this Addendum "E" shall mean DSP&B.

Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A-vm or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Santa Rosa County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Santa Rosa County, 6495 Caroline Street, Suite B, Milton, Florida 32570; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(4) All policies shall be written on a primary, non-contributory basis.

(5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Santa Rosa County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury, including Advertising Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident

\$1,000,000

(D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

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

TO: Board of Commissioners

FROM: *HW* Hunter Walker, County Administrator

DATE: February 5, 2014

SUBJECT: Tourist Development Council Staff

Commissioner Melvin inquired about moving the current Tourist Development Director and staff fully into the county organization chart and structure. I have discussed this matter with Kate Wilkes and TDC Chairman Jack Sanborn and they were amenable to the concept.

The current arrangement with TDC Director and staff paid through Landrum Staffing and reporting to the TDC was developed in the early 90's when the ordinance establishing the TDC was enacted. In my judgment the reasoning was twofold for not establishing the position as an employee of the county. First, at that time the County had a rigid, civil service system in place and the Board was concerned that more flexibility was needed in case of a poor or incompatible hire then or in the future. Secondly, by setting up positions outside of county employment, FRS contribution and health insurance payment by county would be avoided and thereby minimize administrative costs and maximize TDC revenue for marketing/promotion.

If the Board is supportive of proceeding with this concept a number of actions need to be taken. First, the proper placement within the county organization need be determined with lines of authority and responsibility defined. Secondly, the role of the Tourist Development Council relative to the realignment. Job descriptions, etc would be developed and the agreement with the Navarre Chamber amended.

This matter will be on the agenda for Monday Committee meeting.

**Hunter Walker**

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**From:** Commissioner Jim Melvin  
**Sent:** Tuesday, February 04, 2014 10:35 AM  
**To:** Hunter Walker  
**Cc:** 'cnighthawf@bellsouth.net'  
**Subject:** FW: Saltwater Well Meeting Reminder  
**Attachments:** 100 SCALE.pdf; 200 SCALE.pdf

Hunter, please put this discussion item on the agenda for the next set of meetings.  
Thaks,  
Jim

---

**From:** Cathy Holmes [mailto:cnighthawk@bellsouth.net]  
**Sent:** Tuesday, February 04, 2014 9:38 AM  
**To:** Commissioner Jim Melvin; Commissioner Jim Melvin  
**Subject:** Fw: Saltwater Well Meeting Reminder

Mr. Henderson is the owner of Henderson Engineering. He is the engineer who put together the plans for the facility on Okaloosa Island that will be a aqua farming company. He has been doing this for a long time and definitely knows saltwater wells, injection wells and monitoring requirements. He has already put in the DEP application for the Okaloosa facility and knows exactly what they are looking for.

Pulling water out of a saltwater well will be the best quality water we can provide for our turtles. Plus we don't have to worry about large fluctuations in temperature.

I would like to get this on Monday's agenda so discussion can start. Since the utility line is no longer an issue we are ready to move ahead:) Thank you!

Cathy Holmes  
Project Director  
Navarre Beach Sea Turtle Conservation Center

"So God created great sea creatures and every living thing that moves, with which the waters abounded, according to their kind...and God saw that it was good." - Genesis 1:21

"A good man is the friend of all living things." - Gandhi

"When one tugs at a single thing in Nature, (s)he finds it attached to the rest of the World." - John Muir

----- Forwarded Message -----  
**From:** John Henderson <johnhenderson@mediacombb.net>  
**To:** Cathy Holmes <cnighthawk@bellsouth.net>  
**Sent:** Thursday, January 9, 2014 5:41 PM  
**Subject:** Re: Saltwater Well Meeting Reminder

Hey Cathy, It was a pleasure meeting you yesterday. Here are 2 aerial photos with the supply and injection well locations that we discussed. You can use these to ask the county for permission. I can go to the meeting with you if necessary to explain the separation requirements.

My normal billing rate is \$125/hr. I'll do this for \$85/hr. I'll also donate a few hours. We can just do it hourly as needed or I can give you a lump sum proposal for a specific scope. Let me know what you prefer.

Thanks  
John Henderson

**From:** Cathy Holmes  
**Sent:** Monday, January 06, 2014 8:38 AM  
**To:** johnhenderson@mediacombb.net ; chuck brown ; Christopher Kadletz ; Maureen Simmons  
**Subject:** Saltwater Well Meeting Reminder

Good morning,

Just a reminder of our meeting scheduled for Wednesday, January 8th, 10:00 am at the Navarre Beach Sea Turtle Conservation Center.  
8740 Gulf Blvd., Navarre Beach. It's going to be cold!

Thank you.

Cathy Holmes  
Project Director  
Navarre Beach Sea Turtle Conservation Center

"So God created great sea creatures and every living thing that moves, with which the waters abounded, according to their kind...and God saw that it was good." - Genesis 1:21

"A good man is the friend of all living things." - Gandhi

"When one tugs at a single thing in Nature, (s)he finds it attached to the rest of the World." - John Muir

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



500' - 2" HDPE  
DIRECTIONAL BORE

4" SALT WATER  
SUPPLY WELL

NAVARRRE I  
CONSERVA



## Hunter Walker

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**From:** Sheila Harris  
**Sent:** Wednesday, February 05, 2014 9:17 AM  
**To:** Hunter Walker  
**Cc:** Angie Jones; Don Richards; Commissioner Lynchard; Stephen Furman  
**Subject:** UPA Landscape Project Phase II - Bayshore Dr to Sanibel Ln  
**Attachments:** Maintenance Plan.pdf; AgendaItemGrandePointeVillaVenyceBeautificationProject.pdf; MOU Feb 2014 DRAFT.doc

Angie/Hunter,

As you may recall, the county entered into a JPA with FDOT in September, 2012 to complete the beautification project in partnership with the United Peninsula Association (UPA) as part of their Phase II project (Hwy 98 - Bayshore Drive to Sanibel Lane). The Board accepted the responsibility as project sponsor through the JPA process contingent upon UPA's acceptance of responsibility for long term maintenance of the project, a requirement of the grant (see attached maintenance plan).

Bids were opened on December 17, 2013 and the low bid was in the amount of \$74,337 which exceeded available grant funds in the amount of \$60,000.

There are currently two concerns to be addressed before this project can move forward:

- 1) The ability/willingness of UPA to acceptance maintenance for the project upon completion and approval of a MOU (see attached draft). It is estimated that contract maintenance for this project would be between \$8,000-\$12,000 per year. Additionally, the MOU may need to include the responsibility for power bills associated with the irrigation (Estimated at \$50-\$75 per month).
- 2) A discussion of the low bid exceeding available grant funds.

Would you add this to next week's agenda for discussion? Please let me know if you need additional information or have any questions.

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

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

August 12, 2011

To: Hunter Walker, Santa Rosa County Administrator

From: Russell Silver, United Peninsula Association Secretary

Mike Handler, United Peninsula Association Member

Copy: County Commissioner Lane Lynchard, Sheila Harris, Grants Coordinator

**SUBJECT: PROPOSED GRAND POINTE/VILLA VENYCE BEAUTIFICATION PROJECT**

Dear Mr. Walker,

We have been working with Sheila Harris of Santa Rosa County and have received support from Pat Bowman of the Santa Rosa County staff in putting this proposal together. We really appreciate their hard work and assistance. We are asking that this project proposal be placed on the August 22, 2011 agenda for the Board of County Commissioners and we are asking that the B.O.C.C. consider becoming a Sponsoring Agency for our project going forward. This will be the next step in our process of gaining approval for our project. Without the County Commissioners backing we will be unable to move forward.

We are members of the United Peninsula Association and also active members of the Grand Pointe Homeowners Association. We have been active members within our community and spend a great deal of our time working on subdivision and U.P.A. projects. We were two of the original members, along with Don Richards and Paul Rollins, spearheading the U.P.A. Scenic Initiative. Don and Paul are working closely with Santa Rosa County and the Florida Department of Transportation on the efforts to beautify the Garcon Point Highway 98 median areas. We are the lead team that is working with Sheila Harris and Pam Minor in an effort to beautify the Grand Pointe/Villa Venyce median area of Highway 98.

We feel, along with the board members of U.P.A. that this area of Highway 98 needs to be beautified especially since individuals traveling on this roadway, estimated to carry around 40,000 automobiles a day, have traveled through Gulf Breeze Proper and the Naval Live Oaks area and come onto an unkempt stretch of roadway that reflects poorly on the county and citizens who live in the immediate area. We also have a major corporation that will be locating into this particular stretch of the highway and a beautification project will reflect favorably on

the anticipated beauty of their new building and the anticipated attractive landscaping that they plan to install. We in Grand Pointe, along with the Grand Pointe East and Villa Venyce subdivisions, have been doing our part to maintain the look along our stretch of Highway 98. We would like to beautify the median area of highway 98 to a point where the citizens can be proud of that stretch of roadway.

The area to be beautified, with approvals, will stretch from Bayshore Road to Sanibel Lane. This is approximately 6/10 of a mile and fronts the subdivisions mentioned as well as the new Avalex corporate office, Regions Bank, the IHOP restaurant, Enterprise Rent A Car and several other merchants. Our attached Overview outlines details of our effort. We are asking the F.D.O.T. to fund our estimated expense of \$60,000 that will allow for water pumps, boring, piping, sprinkler heads and plants. This is our initial effort and details of our project may change as the process continues; however, we are very creative and have a sincere desire to conform to all of the particular requirements of the F.D.O.T. as well as Santa Rosa County agencies. We have been particularly sensitive to billboard locations and the particular type of plants proposed. Attached are our location maps which show some of the details we are currently proposing. Once the project is completed, we expect that the long term maintenance of the median area will be maintained by the adjoining subdivisions and merchants. At present, we are securing their support of this effort.

Thank you for your consideration of our project proposal.

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Russell Silver, U.P.A.

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Michael Handler, U.P.A.

# Grand Pointe/Villa Venyce Beautification Project

## Overview

**Phase 1: This is an effort on the part of the United Peninsula Association, with a sponsorship from the Santa Rosa County Commission, to beautify the median area from the eastern end of the Naval Live Oak area beginning at the Bayshore Road intersection and continuing for approximately 6 tenths of a mile to Sanibel Lane.** Install a water pump inside the retention pond along Highway 98 just west of Grand Pointe East. Electrical service is available through a line that is already installed within the retention pond. Extend a water line along the area from the Bayshore intersection through the Grand Pointe intersection and continuing to the Sanibel intersection. This includes boring under HWY 98 once and three cross roads. The first cross road is located at the Grand Pointe/Villa Venyce intersection, the second is the turning cut through at the Aloha Wine and Spirits entrance and the third is the entrance to Grand Pointe East and the new Avalex corporate office. The appropriate width of the water lines and code required electrical lines from the north side of HWY 98 (identified above at the retention pond) will be installed. Water for the plants will be supplied by installing a water pump and well in the retention pond. Electrical expenses and maintenance of the water lines and sprinkler heads will be paid by the adjoining merchants and homeowners associations. We prefer to use a drip irrigation system on all trees and spray heads for the shrubs. We do not plan to have a spray system for the sod areas at this time, however, this may be provided with a later grant or with contributions from merchants and HOA's.

**Phase 2:** Addition of appropriate height plants to accommodate signage. Allow for appropriate sight window at intersections. We would like to install Crepe Myrtles (single trunk, 4 inches measured at 6 inches above ground, 100 gallon allowing for foliage beginning no less than 5 feet above the sight line) and Sable palms in appropriate sightline areas that do not block existing signage nor sight windows, yet enhance the beauty of the medians and entrances along this stretch of HWY 98. Distances have been calculated between outdoor signs and appropriate locations will be identified for appropriate plant heights. Current outdoor signs are located at the northeast corner of the Bayshore Rd. intersection and just east of the Grand Pointe East subdivision on the north side of HWY 98. Given the current distance requirements for outdoor signs, no other signs will be allowed within this area. Appropriate plants can be installed in the area of beautification that will accommodate the outdoor sign locations currently in place.

In addition, the sightline for the "Grand Pointe East" outdoor sign faces to the east and does not show to the west. Unless there is a change in the sign ordinances, no sightline blockage will occur with our beautification project. We will also allow for the appropriate sight line before intersections. We are looking to install palm/crepe myrtle islands of four to six plants (no closer than 20 feet) where allowed. Miniature yaupon bushes (18" tall) planted in each island with artificial colored mulch (3 inches) will provide a pleasant green shrub beneath the natural palm/crepe myrtle island. Each island will be roughly 10 to 12 feet in diameter (oblong shape).

**Phase 3:** Additional Crepe Myrtle trees will be added every 50 to 100 feet between the islands or in cluster strip 3-5 to a strip. Mulching of Crepe Myrtles will also take place as is the case with the islands.

**On-going Maintenance:** On-going maintenance will be provided by UPA through grants and corporation donations of the merchants and homeowners associations adjacent to the median in question. A JPA will be entered into with Santa Rosa County if the Florida Department of Transportation grant stipulates such.

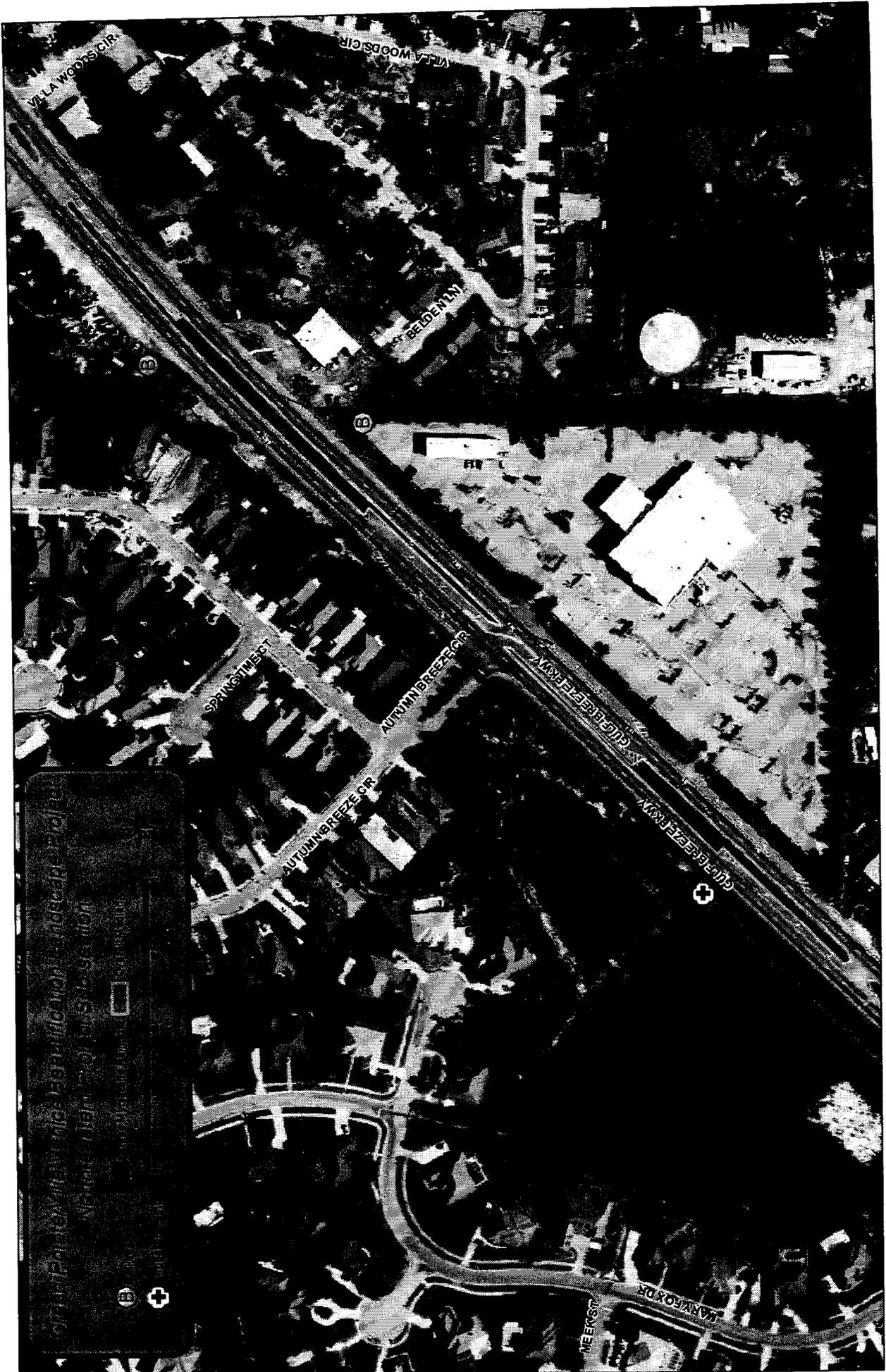
**Summary:** The three phase project will be the second by the United Peninsula Association's beautification efforts of HWY 98 from Naval Live Oak on the west end to the Santa Rosa/Okaloosa County line on the east. The initial Garcon Point Intersection project is currently pending final approval and includes roughly 1,200 feet of median improvements beginning at the Tiger Point Blvd. West intersection and continuing to the Tiger Park Lane intersection on the east end.

Depending on the level of grants received, we will either provide six palm/Crepe Myrtle islands or four islands. Each island will also contain miniature yaupon bushes as the hedge/shrub.

The final touch will be the addition of red and white alternating flowering Crepe Myrtle trees every 50 to 100 feet in the middle of the median between the islands. The grass area will be maintained by the merchants and HOA's every week during growing season and every other week during the dormant season. Mulching and weeding around the trees will be provided by the merchants and HOA's.

**Total Project Estimate: \$60,000. Maintenance provided by merchants, HOA's and corporate sponsorship.**





VILLA WOODS CIR

VILLA WOODS CIR

SPRINGMEAD

SPRINGMEAD

AUTUMNBREEZE CIR

AUTUMNBREEZE CIR

AUTUMNBREEZE CIR

AUTUMNBREEZE CIR

MEKSI

LA FLORE

of the Pointe Village  
Newport News (VA) Post Office  
Post Office



**Exhibit "A"**  
**MAINTENANCE PLAN**

**US 98 from Bayshore Road to Sanibel Lane**  
**Santa Rosa County**

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

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

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is made this \_\_\_\_ day of February, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "County" and the United Peninsula Association, Inc., a Florida corporation, hereinafter called "UPA".

**WHEREAS**, United Peninsula Association (UPA) solicited a Florida Department of Transportation (FDOT) Landscape Program Grant for landscaping improvements to Hwy 98 between Bayshore Drive and Sanibel Lane;

**WHEREAS**, FDOT awarded a \$60,000 grant requiring Santa Rosa County to be project sponsor through a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT);

**WHEREAS**, the County approved Resolution No. 2012 - 39 authorizing the execution of said JPA for the Highway 98 Roadside beautification project on September 27, 2012;

**WHEREAS**, the JPA between the FDOT and Santa Rosa County requires that Santa Rosa County agree to maintain the project permanently and includes a required Maintenance Plan; and

**WHEREAS**, UPA has agreed to provide the required annual maintenance and associated costs of annual maintenance.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows:

1. The County and UPA agree to the above provisions providing for the annual maintenance of the landscaping improvements to the section of Hwy 98 between Bayshore Drive and Sanibel Lane as set forth in the Maintenance Plan attached hereto as Exhibit A.
2. All costs associated with said maintenance will be provided by UPA.
3. This agreement is for routine maintenance of the improvements and does not include

costs or maintenance associated with repair of unexpected landscape damage from vehicle incursion, storm damage, flood, fire, or similar causes.

4. The parties shall, through their authorized officers, enter into this agreement in the form set forth herein.

**IN WITNESS WHEREOF**, this Memorandum of Understanding has been executed by and on behalf of Santa Rosa County and the United Peninsula Association, Inc., a Florida Corporation.

**SANTA ROSA COUNTY**

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

**ATTEST:**

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

**UNITED PENINSULA ASSOCIATION, INC.**

By: \_\_\_\_\_  
Don Richards, President

**WITNESSES:**

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

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

6

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY,  
FLORIDA AND THE CITY OF MILTON, FLORIDA FOR THE USE OF  
REAL PROPERTY FOR EFFLUENT DISPOSAL**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 6495 Caroline Street, Suite M, Milton, Florida 32570, and the City of Milton, Florida, acting through its City Council, with an administrative address of \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Santa Rosa County owns a parcel of real property in Santa Rosa County, Florida consisting of approximately 113.38 acres ("the property"), said parcel being more particularly described in Exhibit "A," attached hereto; and

**WHEREAS**, City of Milton is in need of a location for effluent disposal and is desirous of using the property for such purpose; and

**WHEREAS**, use of the property by the City of Milton for effluent disposal will permit the City of Milton, through its wastewater treatment facilities, to provide wastewater treatment support for new residential, commercial and industrial development; and

**WHEREAS**, it is in the best interest of the public that Santa Rosa County and the City of Milton enter into this agreement for the use of the property as described herein.

**NOW THEREFORE**, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

**Section 1. Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Purpose of the Agreement.** This Agreement establishes the conditions, extent, and terms whereby the City of Milton shall be permitted the use of the property for effluent disposal.

**Section 3. Responsibilities of the Parties.** The parties hereto agree that the City of Milton may construct upon the property rapid infiltration basins (RIB's) and upon completion may use the said RIB's to dispose of up to five (5) million gallons of effluent per day. Said project may entail surface clearing and grading, earthwork, piping and site security for the construction of the RIB's. The project may be constructed in

phases; however, the maximum amount of daily effluent disposal shall not exceed five (5) million gallons daily.

Santa Rosa County shall be permitted to remove from the property up to 600,000 cubic yards of fill material for use in construction of Whiting Aviation Park.

**Section 4. Time.** The parties acknowledge that it is uncertain which of them may first begin fulfillment of the responsibilities outlined in Section 3. Therefore,

- a. In the event that the City of Milton begins construction of the RIB's prior to Santa Rosa County's commencement of fill removal, Santa Rosa County shall clear a site at the Aviation Park, at its own expense, on which the City of Milton shall dispose of and stockpile up to 600,000 cubic yards of fill dirt from its RIB construction project.
- b. Should Santa Rosa County fail to provide a site at the Aviation Park, the nearby site known as Parcel no.: 26-3N-28-0000-00400-0000 consisting of approximately 40 acres, shall be used to dispose of and stockpile the said fill material.
- c. Regardless of disposal location, it shall be the responsibility of Santa Rosa County to maintain the fill material for its usage.
- d. In the event that Santa Rosa County requires the fill material for use at the Aviation Park prior to the City of Milton's commencement of the RIB construction project, Santa Rosa County may remove the fill material to a site of its choosing, at its own cost and expense.

**Section 5. Property Ownership.** Santa Rosa County hereby agrees that the City of Milton may use the property for effluent disposal as described herein until such time as up to 600,000 cubic yards of fill material have been removed by or on behalf of Santa Rosa County. After such time, Santa Rosa County hereby agrees to transfer the property to the City of Milton. Santa Rosa County reserves the right to transfer the property to the City of Milton prior to removal of the permitted fill material. The City of Milton agrees to accept the property.

#### **Section 6. Miscellaneous Provisions.**

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

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

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

Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

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

Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

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

City of Milton:  
Mayor  
City of Milton  
\_\_\_\_\_  
Milton, FL 32570

Prior Agreements Superseded. This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Santa Rosa County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

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

**Santa Rosa County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

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

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

BCC Approved: \_\_\_\_\_

**ATTEST:** Don C. Spencer  
Clerk of the Circuit Court

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

(Seal)

## Hunter Walker

---

**From:** Sheila Harris  
**Sent:** Wednesday, February 05, 2014 2:12 PM  
**To:** Hunter Walker  
**Cc:** 'Robin Phillips'  
**Subject:** FFY 2013 CDBG Application - Agenda Item  
**Attachments:** FFY 2013 CDBG Potential Project Scores.pdf; MidwayWaterSystemCDBGNomination.pdf

Hunter,

Applications are due on March 12, 2014 for the current CDBG grant application cycle. On January 8, 2014 I notified each of the utility systems and jurisdictions in Santa Rosa County of the upcoming dates and requested nominations for potential projects. We recieved three proposals as follows:

City of Milton - Bagdad Sewer West (Bushnell, School & Limit Sts)  
Midway Water System - Waterline & Fire Protection (Evergreen Shores/Barbarosa Areas & New Hope Area)  
Pace Water System - Legend Creek Gravity Sewer project (located off Guernsey Rd)

The first public hearing was held on Thursday Jan 23rd @ 9:30 am. There was no public comments recieved.

The Citizen Advisory Task Force (CATF) met on Wed, Feb 5 at 1:30 pm to discuss the projects and the proposed application. Based on an initial analysis of each proposal and projected scoring, the CATF supports application development for the Midway Water System for installation of waterline & fire protection for New Hope, Green Acres and Barbarosa Estates, located within Midway Water System. Specific details of the proposed application including final service areas, beneficiary numbers and income data will be provided at the final public hearing in March once preliminary income surveys have been conducted and plans and specs reviewed.

The second and final public hearing will be held on Monday, March 10 @ 9:30 am. This will be the opportunity for the public to comment on the proposed application. The board will also be asked to approve a resolution supporting the submittal of the application and interlocal agreement with Midway System on on that date.

Attached is the projected application scoring as well as the proposed project for Midway Water System. In order to have sufficient time for application development and income surveys, please add this to next week's agenda for board discussion.

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



# Midway Water System

January 14, 2013

Ms. Sheila Harris  
Grant Coordinator  
Santa Rosa County  
6495 Carolina Street  
Milton, FL 32570

RE: Santa Rosa County Fiscal Year 2014 Community Development Block Grant  
Project Nomination Form

Dear Ms. Harris:

Please find attached a completed project nomination form and supporting documentation for the 2013 Waterline & Fire Protection Improvement Project for Midway Water System. We appreciate the opportunity to be considered. Midway Water System has specifically undertaken this project in an attempt to obtain CDBG funding. The project will provide for the replacement of the failing, aged lines and provide for fire protection in these areas. The service areas represent some of the most financially disadvantaged areas in southern Santa Rosa County.

To that end we would like to point out the following:

1. The construction plans are completed. This allows for maximum additional points in the CDBG scoring which increases the possibility of an award to Santa Rosa County.
2. We have not yet applied for the FDEP permit but will do so in advance of the CDBG application. Again resulting in the maximum additional points in the CDBG application and increasing the possibility of an award to Santa Rosa County. The permits do not need to be in hand to score the maximum points. They must only be applied for. We do not want to start the permit clock until we have to.
3. Midway Water System will contribute up to \$125,000 in match funds to obtain the maximum CDBG additional scoring points.

4. Midway Water System is willing to complete or pay for the completion of an income survey for the proposed service areas to delineate the service area that will result in the maximum CDBG scoring points. The attached maps outline a project greater in scope than \$750,000 as indicated on the attached project cost estimate. The project scope would be cut back to a project that provides for maximum scoring.

5. We are confident that the service area will result in a high percentage of Low to Moderate Income households and will not yield a project that could be borderline with regards to required CDBG beneficiaries.

In summary, we believe that this project will result in the maximum number of CDBG application points resulting in a project that maximizes Santa Rosa County's possibility of being awarded a project and again providing much needed financial assistance to a local community.

Obviously, from the nomination form and from public comments from Santa Rosa County elected officials, stormwater projects may be preferred. While stormwater projects are notoriously hard to obtain grants for due to the income and service area requirements, we would suggest that perhaps combining a water project with a stormwater project could be a possibility. Since plans must be completed prior to the CDBG application, the plans would have to be expeditiously modified to meet the CDBG application deadline. In any event, we trust that Santa Rosa County will elect to apply for the project which provides for the greatest possibility of funding.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

**MIDWAY WATER SYSTEM, INC.**



Bobby A. Cooley  
General Manager

Attachments



## PROJECT NOMINATION FORM

Santa Rosa County is currently reviewing potential projects for the upcoming CDBG grant cycle for consideration of Neighborhood Revitalization (NR) funding (FFY 2013). Applications are due to the state March 12, 2014; therefore project nominations are due no later than Jan 23, 2014 to allow sufficient time for the selection and development of a project application.

Projects funded with CDBG funding must meet a national objective by serving at least 51% low and moderate income (80% area media income) beneficiaries. Eligible projects under the NR program include water & sewer, street, flood & drainage, fire protection, some public facilities including community centers and parks & playgrounds.

To submit a project for consideration in an upcoming cycle, please complete the following information and submit **no later than January 23, 2014**. Please note, should your proposed project be selected for application submittal, your assistance will be needed to develop the grant application and conduct income surveys of residents in the proposed service area.

Name of Agency/Organization: **Midway Water System**

Contact Name: **Bobby Cooley**

Contact Title: **General Manager**

Contact email: **bcooley@midwaywater.com** Contact Phone: **(850)932-5188**

Name of Project: **2013 Waterline & Fire Protection Improvements**

Brief Description of the Project: (use as much space as needed to describe the project). **See cover letter also. This project is designed to repair by replacement a large amount of the original water service lines installed in Midway Water System in financially disadvantaged communities. The project will also provide much needed fire protection to these areas.**

Amount of CDBG Funding Requested: **\$750,000** (Max of \$750,000)

Amount of Matching Funds for this Project: **\$125,000**

Source of Matching Funds: **Cash Reserves or Short Term Loan**

Service Area: **Please see the attached Service Area drawings. Please note that the service area shown results in a project that is greater than \$750,000. Midway Water System is willing to participate, or provide, the income surveys to determine the exact service area such as to provide for a project that results in maximum CDBG application scoring.**

Has the proposed project been designed/permitted? (Preference will be given to projects that have already been designed/permitted).

**Design is completed for this project. The design was specifically undertaking to provide for a project that results in the maximum CDBG application score. The project has not been permitted but a permit may be applied for in advance of the CDBG application again resulting in the maximum score on the CDBG application.**

Has the project been cited in writing by a State or Federal agency for any reason? **No.**

Has the project been the subject of any FEMA damage survey report?

**No. Not that we are aware of. It should be noted that these areas represent poor drainage areas however. The water line job could possibly be tied to drainage improvements in this area to take advantage of Maximum CDBG scoring.**

Will the proposed project correct the deficiencies specified in an existing enforcement action (administrative order, consent order, judicial proceeding or order by a state or federal agency)? **No.**

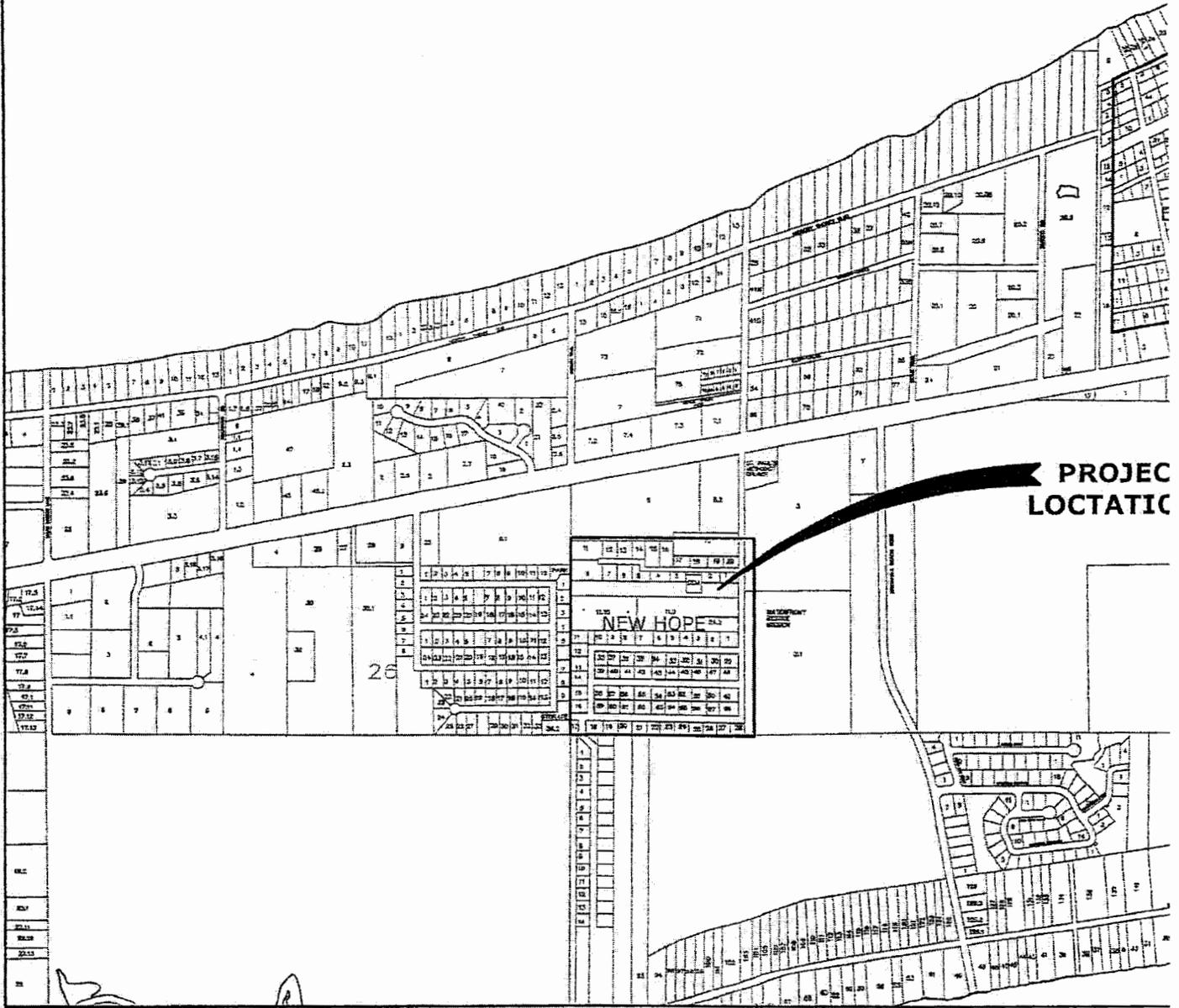
What is the approximate number of persons or households that will benefit from this project?

**Approximately 400 households are indicated on the service area drawings. A \$750,000 project would most likely serve approximately 250 of those households.**

**Specify** whether your number is **persons(p)** OR **households (hh)**.

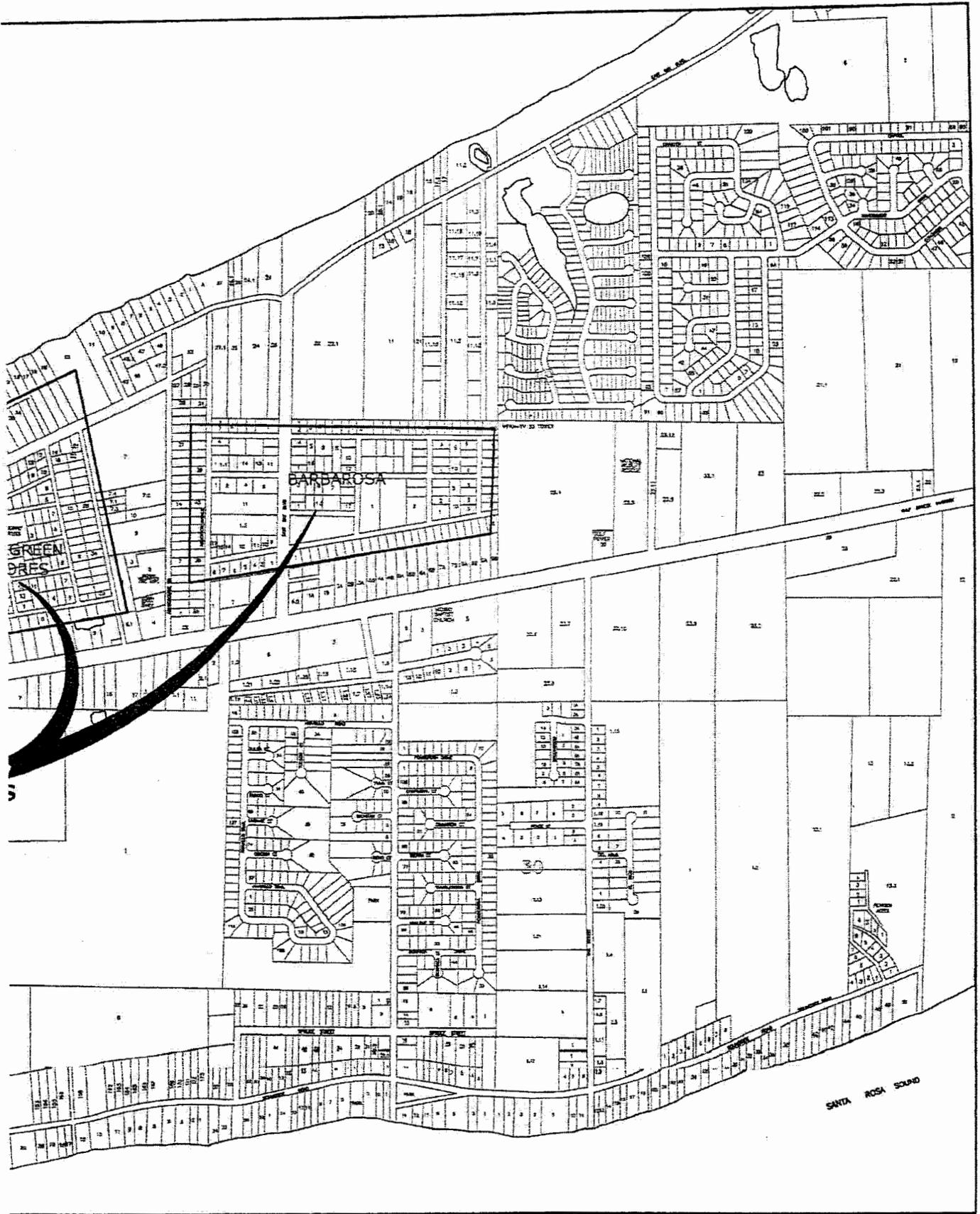
	Number to be served
Total Number of People (p) OR Household (hh) served	<b>250 hh</b>
Number that are Low/Moderate Income (No more than 80% of the area median income).	<b>187 hh</b>
% Low/Moderate	<b>75%</b>

For questions regarding this form, please contact Sheila Harris, Santa Rosa County Grants Director at [sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov) or 850-983-1848. Please email the completed form and any backup documentation **no later than January 23, 2014** and you will receive a confirmation email. Additional information may be requested as a result of project nominations.



**PROJECT  
LOCATION**

**VICINITY**



MAP

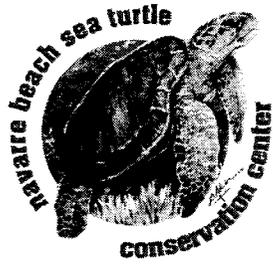
SRC 2014 CDBG Project Proposals

	Pace	Midway		(Phase I & 2)
Amount requested:	\$ 750,000.00	\$ 750,000.00	\$ 230,300.00	\$ 750,000.00
Matching Funds:	\$ 751,488.00	\$ 763,000.00	\$ 18,000.00	\$ 81,000.00
Matching Funds Score:	25	25	3.6	16.2
Activity Score:	50	40	50	50
VLI Beneficiary Impact:	10	10	10	10
LMI Beneficiary Impact:	135	135	120	135
Avg. Cost per LMI Beneficiary:	40	40	0	0
Avg. Cost per LMI Household:	100	100	0	-100
Plans and Specs:	*	100	100	0
Health and Safety:	25	0	25	25
<b>Total:</b>	<b>385</b>	<b>450</b>	<b>308.6**</b>	<b>136.2</b>
Funds requested:	750000	750000	230300	750000
VLI beneficiaries:	30	55	2	6
LMI beneficiaries:	264	411	9	40
Total beneficiaries:	297	550	13	57
LMI households:	120	187	4	18
Total households:	135	250	6	26

\* not designed. Pace has indicated that they might be able to design and submit for permitting it before March, 2014 deadline -- very tight

\*\* project would have to be combined with another project to be viable

County has applied for and received funding for 3 sewer projects in Pace since 1998  
 The County has never applied for funding on behalf of Midway Water System  
 County has applied for and received funding for 2 sewer projects in Bagdad since 2004



8740 Gulf Blvd., Navarre Beach, FL 32566  
info@navarrebeachseaturtles.org

January 17, 2014

Mr. Hunter Walker, Administrator  
6495 Caroline Street, Suite M  
Milton, FL 32570

**Delivered Via Email**

Dear Mr. Walker:

On behalf of the Navarre Beach Sea Turtle Conservation Center, I am submitting the following request for our First Amazing Race for Survival event.

**Date:** Saturday - April 5, 2014

**Time:** 8:00am-5:30pm

**Location:** Inside the Navarre Beach Park and the Navarre Beach Fishing Pier

**Parking:** Request use of the SR County parking lot directly behind and east of the Rocco's Restaurant and the Snowy Plover parking lot located on the north side of the park

**Pavilions:** Request use of Black Skimmer and Sea Turtle Pavilions for challenge stations. We will require use of these pavilions all day.

**Food Booth:** Request permission to have a food/drink booth.

Event insurance will be purchased. Thank you for supporting our sea turtle conservation endeavor!

Sincerely,

*Cathy Holmes*

Cathy Holmes  
Project Manager

## Hunter Walker

---

**From:** CJ Stein <surfncj@gmail.com>  
**Sent:** Friday, January 17, 2014 11:10 AM  
**To:** Hunter Walker; DeVann Cook; Emily Spencer  
**Cc:** the boekel; Michele Tucker; Paul West; Kelley Body  
**Subject:** Navarre Surf Warriors May 3 request for event approval

Mr. Hunter Walker and Mr. Devan Cook,

The Wounded Warrior Project is coming to Northwest Florida on May 3, 2014! As project manager of Navarre Beach Surf Warriors of Navarre we have selected Navarre Beach to host the third 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. We have brought on two key volunteers that you from our community to assist with this year's project. Firstly, Michele Tucker with Century 21 Realty has been a long time Navarre resident and is deeply embedded in the community and will be our land operations coordinator. Also, we have brought on Neil Boekel who is an expert waterman and will be overseeing the water safety/wavemaster and participant coordination. These two volunteers will add to the quality we can provide for our participants and spectators. 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 ~150 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. Thank You Kindly!! Pending approval, we will obtain insurance documentation and provide this upon request.

Warmest Regards,

CJ Stein, Navarre Beach Surf Warriors, Navarre, FL



Navarre Chamber Foundation  
 8668 Navarre Parkway #142  
 Navarre, FL 32566  
 850-939-3267  
 Navarrechamberfoundation.org

February 3, 2014

Santa Rosa County Board of Commissioners  
 6495 Caroline St, Suite M  
 Milton FL, 32570-4592

Subject: Annual Marine Sanctuary Run for the Reef 5K race

Request permission to conduct our annual marine sanctuary Run for the Reef 5K race on Navarre Beach Saturday, October 18, 2014. The event will be run on Gulf Blvd, Arkansas, and White Sands starting at 0730 and the course will close at 0900. The multi use path along Gulf Blvd and in the park will also be used for walkers and children. Awards ceremony will take place near the Navarre Pier and has been coordinated with the new management team.

Event insurance will be secured and off duty deputies will be hired.

The event will be part of Beaches to Woodlands and will not disrupt the normal operations at Navarre Pier.

Please contact me if you have additional questions, 939-6973, mjsandler@bellsouth.net.

Sincerely,

*Mike Sandler*

Mike Sandler  
 Foundation Board President



Navarre Beach Marine Science Station  
Santa Rosa County School District  
8638 Blue Heron Court  
Navarre Beach, FL 32566  
(850) 261-2141  
(850) 936-6088 Fax  
[www.navarrsciencestation.org](http://www.navarrsciencestation.org)

January 31, 2014

Mr. Walker,

The second annual Autism OdysSea event is scheduled for Saturday, April 12<sup>th</sup> from 10am-2pm. This special day is just for families affected by Autism Spectrum Disorders. Teachers, trained volunteers, and students from the Navarre Beach Marine Science Station are excited to host this popular program.

We are requesting that the Board of Commissioners approve this event. Two sound side pavilions will be rented for activities.

Sincerely,

Charlene Mauro  
Director  
Navarre Beach Marine Science Station

**NAVARRE HIGH SCHOOL****8600 HIGH SCHOOL BLVD.****NAVARRE, FL 32566****(850) 936-6080****(850) 936-6088 FAX****<http://www.santarosa.k12.fl.us/nhs>****Brian Noack, Principal****Donna Doughty, Assistant Principal  
Timothy W. Short, Assistant Principal  
Brian Howell, Assistant Principal**

Dear County Commissioners of Navarre,

The Navarre High School Student Government Association would like to set up a meeting to request permission and discuss a 5K run on Navarre Beach on April 19, 2014. The plan is to have a "Color Splash Beach Bash 5K" on the beach road that will be held in honor of a beloved teacher Mrs. Aydelott, whose passing has affected our entire community along with the community of Gulf Breeze. Funds collected would go to The Sharon Hill Aydelott Memorial Scholarship Fund. As we stated earlier, we would like to host this on April 19, 2014 from approximately 7 A.M. to 3 P.M. We would like to discuss details and permits with you as soon as possible, for we need to send out scholarship letters and advertise to the community. Please contact our advisors Jenna Hughes and/or Marissa Falzone to schedule a meeting and date time.

Thank you,  
Navarre SGA

**Hunter Walker**

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**From:** Commissioner Lynchard  
**Sent:** Tuesday, February 04, 2014 3:38 PM  
**To:** Hunter Walker  
**Subject:** Community center

Hunter,

I would like to schedule a BOCC meeting in the Tiger Point Community Center in the first half of this year. Do you think that would be feasible for a Monday meeting in April ?

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

**Public Records Notice**

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

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

# **FY 2014/2015 BUDGET CALENDAR OF EVENTS**

## **April 1 through April 30**

Budget Office provides technical assistance in preparing budget submittals

## **May 2**

All budgets due to Budget Office from BCC Departments, Cities, State & Non-Profit Agencies

## **May 23**

Constitutional Officers Budget Requests due to Budget Office

## **May 12 through May 23**

County Administrator/Budget Director holds BCC Departmental budget reviews

## **June 2**

Property Appraiser provides estimate of total assessed value of non-exempt property

## **June 9 @ 1:30pm**

Pre-Budget Workshop –All Constitutional Officers & Board Directors

## **June 16 - 20**

County Administrator meets with Constitutional Officers on their Budget Request

## **June 27 – July 1**

Property Appraiser provides Board with Certificate of Property Value

## **July 14**

County Administrator presents Tentative FY 2014-2015 Budget to Commission

## **July 22 @ 9:00 am & 1:30 pm**

Budget Presentations – All Constitutional Officers (morning) & BCC Departments (afternoon)

**FY 2014/2015 BUDGET  
CALENDAR OF EVENTS (Continued)**

**August 1 (or before)**

Advise Property Appraiser of the Board of County Commissioners'

1. Maximum Millage Rate
2. Rollback Rate
3. Date, Time, Place of First Public Hearing

**On or Before August 14**

Property Appraiser mails proposed property tax

**Tuesday August 26 @ 6:00 pm**

Public Hearing on MSBUs

**Thursday September 4 @ 6:00 pm**

First Public Hearing on Tentative FY 2014-2015 Budget

**Week of September 11 – 13**

Budget Ad in Newspapers

**Tuesday September 16 @ 6:00 pm**

Final Public Hearing on Proposed FY 2014-2015 Budget

**Wednesday September 17**

Submit to Tax Collector, Property Appraiser, and Department of Revenue the resolutions adopting budget and millage rate (FS 200.065)



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS



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

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

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

## MEMORANDUM

**TO: EMILY SPENCER**

**FROM: ANGELA J. JONES**

**DATE: JANUARY 16, 2014**

**SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING**

The following is the heading for the advertisement of the ordinance amending the Economic Development Incentive Ordinance 2012-01 which is to be heard at the public hearing beginning at 9:30 a.m., February 13, 2014 at the Regular Meeting of the Board of County Commissioners.

**AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA;  
AMENDING ORDINANCE 2012-01 THE SANTA ROSA COUNTY  
ECONOMIC DEVELOPMENT INCENTIVE ORDINANCE AMENDING  
SECTION 2 ADDING TANGIBLE PERSONAL PROPERTY TAXES;  
PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE  
DATE.**

ORDINANCE NO. 2014 - \_\_\_\_\_

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING ORDINANCE 2012-01 THE SANTA ROSA COUNTY ECONOMIC DEVELOPMENT INCENTIVE ORDINANCE; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** Section 2(c) of Santa Rosa County Ordinance 2012-01 is amended to read as follows: (Language added is printed in type which is **bold underline** type, and language deleted is printed in ~~struck through~~ type.).

**SECTION 2. PURPOSE AND INTENT.**

(c) Rebates may be awarded for ad valorem property taxes **and tangible personal property taxes** that were paid to the county for the year that the business enterprise created the jobs giving rise to the rebate. Nothing herein shall be construed to obligate Santa Rosa County to approve the maximum rebate. The Board of County Commissioners shall have sole discretion to approve each rebate application and the amount of the rebate. Approval of any rebate shall be subject to lawfully available and budgeted funds.

**SECTION 3. 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", "Ordinance", or any other appropriate word.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect upon filing of a certified copy of this Ordinance with the Department of State within ten (10) days after enactment.

**PASSED AND ADOPTED** by a vote of \_\_\_ yeas and \_\_\_ nays and \_\_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the \_\_\_ day of \_\_\_\_\_, 2014.

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

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

ATTEST:

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

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy filed via electronic delivery to the Secretary of the State of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



# SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary  
Engineers Report  
February 10, 2014

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 13, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of RFQ consultant ranking for the Holley by the Sea master drainage plan.  
(Attachment A)
2. Discussion of the engineer's proposal from Ken Horne & Associates for the Settlers Colony HMGP project. (Attachment B)
3. Discussion of RFQ consultant ranking for the Jeff Ates Road industrial site certification process.  
(Attachment C)
4. Discussion of RFQ consultant ranking for the I-10 industrial site certification process.  
(Attachment D)
5. Discussion of East Milton Water System request to cost share ½ mile of water line, for Airport Hanger fire protection at a cost of \$12,561.79. (Attachment E)
6. Recommend approval of Final Plat for Pace Mill Creek Phase Two, a private 27 lot subdivision of a portion of Section 33, Township 2 North, Range 29 West, Santa Rosa County, Florida.  
(Working District 1)

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

**ENGINEERING RFP EVALUATION CRITERIA**  
**Santa Rosa County**

HOLLEY BY THE SEA - MASTER DRAINAGE STUDY

Evaluation Factors

	Points Available										
		Baskerville-Donovan	DRMP	Fabre Engineering	Hatch Mott MacDonald	Preble-Rish	Sigma				
Familiarity with the project area, conditions, and needs that exist within the project area	15	14	14	13	12	12	12				
Acknowledgement of project deadlines and demonstrated ability to devote the needed time and staff resources to the project in order to meet deadlines.	20	19	19	19	17	17	16				
Demonstration of project approach and work plan to meet the project requirements	15	15	15	14	13	14	14				
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work.	10	10	10	10	10	10	10				
Demonstrated knowledge of the ICPR (Inter-Connected Pond Routing) and experience with ICPR projects including Cost Analysis calculations.	20	20	20	20	20	20	20				
Availability of local personnel and resources	10	10	10	10	10	9	9				
Experience with Santa Rosa County drainage requirements, grant funded drainage projects and grant acquisition.	10	10	10	10	10	8	8				
<b>TOTAL POINTS:</b>	<b>100</b>	<b>98</b>	<b>98</b>	<b>96</b>	<b>92</b>	<b>90</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DIRECTIONS:** Score each firm in each category. In the event of a tie for 1st or 2nd place, there will be another scoring round using only the two tied firms to determine their final ranking.

**Ranking**

- 1 - Baskerville-Donovan and DRMP
- 2 - Fabre Engineering
- 3 - Hatch Mott MacDonald
- 4 - Preble-Rish
- 5 - Sigma

Evaluator's Name: Santa Rosa County Engineering

Signature: *Roger A. Blacklock*

Date: 7/6/14

February 5, 2014

Mr. Hunter Walker  
County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570-4592

RE: Professional Services Proposal  
(HMGP) Settlers Colony Drainage Improvements Project

Dear Mr. Walker:

We are pleased to submit this proposal for professional engineering services necessary for the permitting and construction of the referenced project. It is our understanding that the project will entail upgrading and expanding the existing drainage system in Settlers Colony as generally depicted on the attached figure entitled "Proposed Improvements HMGP Application Settlers Colony Drainage Improvements". The scope of work will be performed in accordance with Attachment A of the executed Hazard Mitigation Grant Program (HMGP) contract (DEM No. 14HM-6B-01-67-01-373) between Santa Rosa County and the Division of Emergency Management dated January 22, 2014. All required deliverables will be provided no later than October 31, 2014, with approved permits contingent on a reasonable turn around time from the permitting agencies. The following tasks are anticipated to be performed based upon our understanding of the anticipated scope of work:

**SCOPE OF WORK**

**Task 1 – Surveying & Geotechnical Investigation:** Perform a location and topographic survey from right-of-way to right-of-way, and within easements (existing and proposed) along the proposed project route. This will include establishment of horizontal and vertical control. Existing underground utilities will be located horizontally in the field provided they are spotted following notification of the "Sunshine One Call" utility location number. Existing underground utilities not located in the field will be shown in accordance with information available from and provided by the utility companies. All trees greater than 12" in diameter at a height of 4' above grade, shrubs and major physical features within the survey limits will be located and identified. The survey task includes preparation of legal descriptions and sketches for two proposed easements. The survey task also includes hydrographic survey of the canal at the outfall location. A copy of the survey proposal from Pittman, Glaze & Associates, Inc. is enclosed.

Geotechnical services will be provided to support the design as outlined in the enclosed proposal from Nova Engineering and Environmental.

**Task 2 –Design Services:** Prepare complete construction plans and bid documents for the above referenced project in accordance with Santa Rosa County standards. This effort includes expanding the ICPR Model, provided by Santa Rosa County, to include proposed additional inlets and pipes. The expanded model will be used to verify that proposed improvements provide the level of flood protection anticipated. Hydrologic and Hydraulic studies will be provided for verification that there will not be any upstream or downstream impact. Cost estimate for implementation of the designed project including construction cost, easement acquisition cost and costs for bidding, construction administration and as-built preparation will be provided.

Meetings will include a Design Kick-Off Meeting, Design Review at 30% Project Completion and Final Design Review at 95% Project Completion. Six (6) sets of plans and project manuals will be submitted at each design review.

**Task 3 –Public Involvement:** KH&A staff will initiate contact with property owners of parcels that will require easements for the proposed improvements. Easements are anticipated to be required for the two properties adjacent to the canal. KH&A will meet with said property owners to discuss the project and the need for the easement. KH&A will assist in the process of notifying the public of the intent to locate the proposed action in the flood plain and or wetland. A public meeting will be conducted at the 30% design phase.

**Task 4 – Permit Application, Submittal, and Coordination:** Prepare, submit and coordinate the required FDOT, FDEP and NFWFMD permits. The permitting process will include coordination with the National Oceanic and Atmospheric Administration (NOAA) and National Marine Fisheries Service (NMFS) to determine any measures for manatees that must be taken during project implementation. Provide necessary permit coordination including meetings and clarification requirements to ensure a complete application. All applicable Environmental and Historic Preservation compliance documents will be provided. Environmental Consulting services will be provided to support the permitting effort as outlined in the enclosed proposal from Edmisten and Associates.

Compensation for these services described herein shall be as follows:

Task 1	Surveying & Geotech	\$10,350.00
Task 2	Design Services	\$38,000.00
Task 3	Public Involvement	\$4,000.00
Task 4	Permitting Submittal and coordination	\$10,000.00
Total		\$62,350.00

The fee estimate includes allowances for normal direct expenses such as mileage, printing, telephone, etc. It does not however, include any publication of public notice fees, or permit application fees and mitigation costs payable to governmental agencies. These costs shall be considered reimbursable and are estimated in the enclosed proposal from Edmisten and Associates with costs not expected to be greater than \$1,620.00

If this proposal is acceptable, please sign one copy and return to us for our files. We are prepared to commence with our design efforts immediately upon receipt of your Notice-to-Proceed.

Kenneth C. Horne, P.E.

Approved

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

Kenneth Horne & Associates, Inc.

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

# ENGINEERING RFP EVALUATION CRITERIA

**SANTA ROSA COUNTY ECONOMIC DEVELOPMENT AND ENGINEERING RFQ EVALUATION CRITERIA  
for  
Gulf Power Site Certification Process  
Jeff Ates Road Site**

**Evaluation Factors**

	Points Available												
		AMEC	Jehle-Halsted	Melvin Eng	Preble Rish	Volkert	GCE						
Availability of local personnel and resources	10	7	10	5	5	7	7						
Acknowledgement of project deadlines and demonstrated ability to devote the needed time and staff resources to the project in order to meet deadlines.	20	16	16	18	15	18	16						
Demonstration of project approach and work plan to meet the project requirements	20	16	16	16	19	20	15						
Fimiliaity with the project area, conditions, and needs that exist within the project area	25	23	25	13	13	18	22						
Demonstrated knowledge of site certification program and has experience with completing items needed for the program.	25	22	21	22	18	25	14						
<b>TOTAL POINTS:</b>	<b>100</b>	<b>84</b>	<b>88</b>	<b>74</b>	<b>70</b>	<b>88</b>	<b>74</b>						

**DIRECTIONS:** Score each firm in each category. In the event of a tie for 1st or 2nd place, there will be another scoring round using only the two tied firms to determine their final ranking.

Evaluator's Name: EDO & Engineering  
 Signature: Roger C. Blaylock  
 Date: 2/5/14

- Ranking
- 1 - Jehle-Halsted
  - 1 - Volkert
  - 2 - AMEC
  - 3 - Melvin Eng & GCE
  - 4 - Preble Rish

# ENGINEERING RFP EVALUATION CRITERIA

SANTA ROSA COUNTY ECONOMIC DEVELOPMENT AND ENGINEERING RFQ EVALUATION CRITERIA  
for  
Gulf Power Site Certification Process  
Northwest Florida Industrial Park @ I-10

**Evaluation Factors**

	Points Available		<i>AMEC</i>	<i>Jehle-Halsted</i>	<i>Melvin Eng</i>	<i>Preble Rich</i>							
Availability of local personnel and resources	10		7	10	5	5	7						
Acknowledgement of project deadlines and demonstrated ability to devote the needed time and staff resources to the project in order to meet deadlines.	20		16	16	18	15	18						
Demonstration of project approach and work plan to meet the project requirements	20		16	16	16	19	20						
Fimiliaity with the project area, conditions, and needs that exist within the project area	25		23	25	13	13	18						
Demonstrated knowledge of site certification program and has experience with completing items needed for the program.	25		22	21	22	18	25						
<b>TOTAL POINTS:</b>	<b>100</b>		<b>84</b>	<b>88</b>	<b>74</b>	<b>70</b>	<b>88</b>						

**DIRECTIONS:** Score each firm in each category. In the event of a tie for 1st or 2nd place, there will be another scoring round using only the two tied firms to determine their final ranking.

Evaluator's Name: EDO & Engineering  
 Signature: *Roger A. Blaylock*  
 Date: 2/5/14

- Ranking
- 1 - Jehle-Halsted
  - 1 - Volkert
  - 2 - AMEC
  - 3 - Melvin Eng
  - 4 - Preble Rich

EAST MILTON WATER SYSTEM  
 STOCK  
 8175 S AIRPORT RD  
 MILTON FL 32583  
 Telephone: 850-623-8750  
 Fax: 850-623-1413

PENSACOLA FL  
 Ellyson Industrial Park  
 8782 Paul Starr Dr  
 Box 21  
 Pensacola FL 32514  
 Telephone: 850-478-6372  
 Fax: 850-478-4323

12/18/13 Bid ID: 3678984 EAST MILTON WATER/NORTH AIRPORT RD. Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
*****MATERIAL PROPOSAL***** H-D SUPPLY WATERWORKS INC. 8782 PAUL STARR DRIVE PENSACOLA, FL. 32514  PROJECT NAME: NORTH AIRPORT RD  WE ARE PLEASED TO OFFER PRICES FOR ABOVE REFERENCED PROJECT. PRICES IN THIS PROPOSAL ARE FIRM FOR AN ORDER PLACED BY: 01-11-14 SHIPMENT BY:02-01-14 ALL PRICES QUOTED ARE F.O.B.: JOBSITE					
170	2600	FT	6 SDR21 PR200 PVC PIPE(G) BLUE	3.23	8,398.00
180	5	EA	6 MJ TRANSITION ACC SET	16.30	81.50
190	2	EA	6X6 MJXSWIVEL TEE(I)CP DI C153	92.00	184.00
200	3	EA	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	371.00	1,113.00
210	3	EA	6X13 MJ ANCH CPLG (I) DI C153	92.30	276.90
220	3	EA	461-S VALVE BOX COMPLETE	28.85	86.55
230	2	EA	5-1/4VO 6129 HYD 3'0"B 6MJ LA SHOE 3W O/L 360 ADJ.LESS ACC.	1,147.40	2,294.80
240	8	EA	6 MJ REGULAR ACC SET	15.88	127.04
<b>Subtotal:</b>				<b>12,561.79</b>	
<b>Tax:</b>				<b>.00</b>	
<b>Bid Total:</b>				<b>12,561.79</b>	



No support documentation for this agenda item.



# Public Services Committee

**Chaired by:**  
Lynchard & Williamson

**Meeting:**  
February 10, 2014, 9:00 A.M.

---

## AGENDA

### Development Services

1. Recommend approval for staff to proceed with the abatement bid process for the following properties:  

<b>3998 Adams Rd- Milton</b>	<b>5305 Pecos Pass- Gulf Breeze</b>
<b>4425 Alanthus St- Milton</b>	<b>5300 Yancy Dr- Pace</b>
<b>4537 Church St- Milton</b>	
2. Discussion of combining the Building, Mechanical and Plumbing Board of Adjustments and Appeals.
3. Discussion of request from Dr. Steve Hering to amend the LDC to allow NB-High Density zoning district to be located outside of the Commercial Core area. This request was continued from the January 6, 2014 commission meeting.
4. Recommend bid in the amount of \$11,369 from Mike Motes Builders, LLC as the sole bidder on SHIP Emergency Repair project, and recommend approval to exceed the maximum project limit established in the SHIP Local Housing Assistance Plan.
5. Recommend the Board approve, by resolution and a release of restrictive covenant, a request from Loaves and Fishes Soup Kitchen for the sale of the above referenced property to a low income family.

### Emergency Management

6. Request the Board approve a Request for Proposal (RFP) be advertised for preventative maintenance plans for two (2) APC UPS units located in the EM Communications Center.



# Santa Rosa County Development Services



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

**Tony Gomillion**  
Public Service Director

**Rhonda C. Royals**  
Building Official

## **MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Randy Jones, Code Compliance Supervisor  
**THROUGH:** Tony Gomillion, Public Services Director  
**DATE:** February 3, 2014  
**RE:** **Request Approval to Proceed with the Abatement/Bid Process  
For Five (5) Properties**

## **RECOMMENDATION**

The Board directs Compliance Division staff to proceed with the Abatement/Bid Process for the following abandoned/derelict properties:

**3998 Adams Rd - Milton**  
**4425 Alanthus St - Milton**  
**4537 Church St – Milton**

**5305 Pecos Pass – Gulf Breeze**  
**5300 Yancy Dr - Pace**

## **BACKGROUND**

All of the above listed properties have had multiple letters sent including the required Notification of Declaration of Nuisance with information suggesting they could appeal to the county commissioners if they disagreed with the building official's determination. More case specific information is listed below.

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

Inspections/Compliance Division Fax: (850) 623-1208 • Planning/Zoning Division Fax: (850) 983-9874 • Commercial Review Fax: (850) 623-1381



3998 Adams Rd.  
01/21/14

- **Adams Rd** – Received complaint of vacant lot that has remnants of an old, “falling down” house in March 2013. High school aged kids are seen going into it on a regular basis. The owner is aware of the complaint and our pending action; she was provided with an extension through June 2013. Owner didn’t take advantage of the extension as demo hasn’t proceeded. There is an active, named complainant on this case. 2011-’13 property taxes are due.



4425 Alanthus St.  
01/21/14

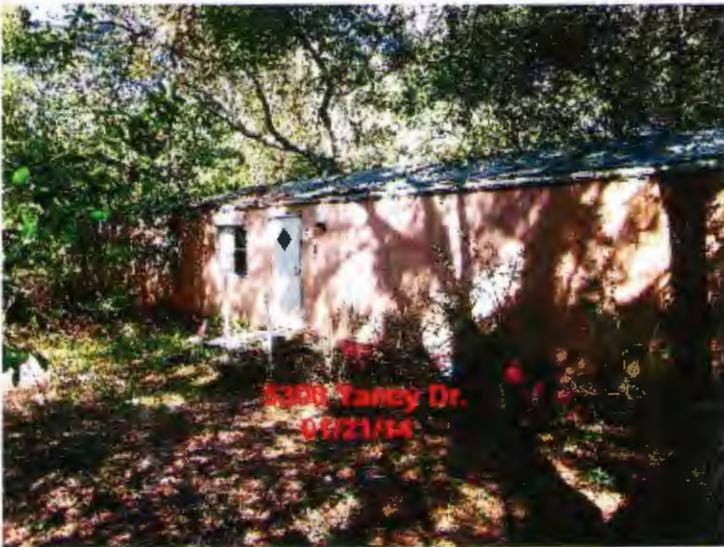
- **Alanthus St** – Received complaint of burned out, unsafe, uninhabitable, mobile home in June of 2013. Owners are aware of the complaint and our pending demo action, but say they have no means to proceed with necessary action. There is an active, named complainant on this case. 2010-’13 property taxes are due.



- **Church St** – Complaint, received in May of 2013, of derelict house with no windows and roof half gone. Owner is aware of the complaint and our pending action. There is an active, named complainant on this case. No delinquent taxes are owed.



- **Pecos Pass** – Complaint, of burned out mobile home, received in May of 2013. Owner is aware of the complaint and our pending action however has taken no measures to bring into compliance. 2013 property taxes are owed.



- **Yancy Dr** – Complaint of unsafe, unsecured, uninhabitable structure was received in May of 2013. We believe the owner received our mailings and is aware of our pending action, but there has been no activity on site. Tax Deed Pending.

## **NEXT STEPS**

If authorized, staff will carry out their requirement to post on properties and mail the 'Intent for Demolition and Removal of Unsafe Buildings'. If no action is taken and after allowing significant response time, bid specifications will be prepared and forwarded to the Procurement Department.

## **ABATEMENT HISTORY**

There are currently no properties scheduled for demo bids; there are three (3) pending contracts for demolition totaling \$7485.00.

As of January 31, 2014 and since 2006, Santa Rosa County has contracted to demolish 63 properties at a total cost of \$182,289.00. Inclusive in this figure is the following:

**2010** 11 properties at a total cost of \$14,522.

**2011** 5 properties at a total cost of \$14,000.

**2012** 5 properties at a total cost of \$10,978.

**2013** 13 properties at a total cost of \$31,275.

\*From 2010 through 2013 Santa Rosa County recovered \$31,337 from seven (7) liens.



# Santa Rosa County Development Services



2

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

**Tony Gomillion**  
Public Service Director

**Rhonda C. Royals**  
Building Official

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Rhonda Royals, Building Official

**THROUGH:** Tony Gomillion, Public Service Director

**SUBJECT:** Discussion of Combining the Building, Mechanical and Plumbing Boards of Adjustments and Appeals

**DATE:** February 3, 2014

## BACKGROUND

A number of vacancies currently exist on the above referenced Boards so it seems to be an appropriate time to discuss the merger of these Boards. In recent years, the number of cases heard by the respective boards has been very low and thus it appears to be very inefficient to maintain more than one board for the different disciplines. In addition, with the recent success of the merger of the Planning and Zoning Board, it would indicate that it would be in both the County's and our customer's best interest to combine this function. In order to meet the current administrative requirement it appears it would be best to establish a new 7 member board, which would or could include some existing members; however, the membership would also need to provide for at least 3 consumer representatives. A list of the current Boards is attached, excluding electrical.

## ACTION REQUIRED

Board would direct staff to draft an amended ordinance and to draft a plan to recognize those who have served on the existing Boards as well as a recommendation on filling the combined Board.

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

## Current Boards of Adjustments and Appeals

<b>Board Name</b>	<b>District 1 Commissioner Williamson</b>	<b>District 2 Commissioner Cole</b>	<b>District 3 Commissioner Salter</b>	<b>District 4 Commissioner Melvin</b>	<b>District 5 Commissioner Lynchard</b>
Building BOA	Frank Harold	William J. Blackmon	"Blackie" Black	Pete Southerland	Larry Hall
Mechanical BOA	Gary Mooneyham	George Jernigan	Bob Cooper	Richard Boggs	VACANT
Plumbing BOA	VACANT	VACANT	VACANT	Van Schwencke	VACANT



# Santa Rosa County Development Services



3

Beckie Cato, AICP  
Planning and Zoning Director

Tony Gomillion  
Public Service Director

Rhonda C. Royals  
Building Official

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Beckie Cato

**DATE:** February 3, 2014

**RE:** Request from Steve Hering to Amend the Land Development Code to Allow the Navarre Beach High Density Zoning District to be Located Outside of the Commercial Core Area

## DISCUSSION

Request from Steve Hering to amend the LDC to allow the NB-High Density zoning district to be located outside of the Commercial Core area. This request was continued from the January 6, 2014 commission meeting.

## BACKGROUND

The LDC includes nine zoning districts that are unique to Navarre Beach and it designates a Commercial Core overlay area within which higher density uses are permitted. Of the nine zoning districts, two are limited to the Commercial Core. Three other districts allow higher density and/or building heights when located inside the Commercial Core.

Dr. Hering has a lease to develop a parcel at the western end of the beach that is approximately 8± acres in size and zoned NB-Medium Density which allows up to 10 dwelling units per acre. If the NB-High Density zoning district were allowed outside of the Commercial Core Area, he could request a rezoning to that district which would allow up to 30 dwelling units per acre.

Although Dr. Hering's request refers only to zoning, a Comprehensive Plan and Future Land Use Map amendment would also be necessary. The property currently has a FLUM designation of Navarre Beach Medium Density Residential which allows 10 dwelling units per acre. The Navarre Beach High Density Residential FLUM category allows up to 30 dwelling units per acre but is limited to the Commercial Core Area of the beach.

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

### Updated Background Information

Following the Board's January 6<sup>th</sup> meeting, staff met with Dr. Herring to further refine his request. Dr. Hering also met with several Navarre Beach property owners to get their input.

His request has been refined as follows:

- Allow the NB-High Density zoning district to be located outside of the NB Commercial Core area with the following conditions:
  - o Maximum density of 30 dwelling units per acre;
  - o Height limited to nine (9) habitable stories plus one (1) additional story for parking;
  - o Minimum parcel size of five (5) acres, with parcel having attained that size prior to January 15, 2014; and
  - o No commercial uses permitted.

Dr. Hering's request does not necessitate an update of the Navarre Beach Master Plan.

### **NEXT STEPS**

If the board approves the request, staff will draft the appropriate amendments and schedule the Zoning Board and BOCC public hearings required to amend the LDC and Comprehensive Plan. **Due to the nature of this change, staff will work with the Navarre Beach Leaseholder's Association to solicit additional input.**

Upon completion of those amendments, Dr. Hering may apply to rezone his property.



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

Housing Program

**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Erin Malbeck, Housing Program Coordinator  
**THROUGH:** Beckie Cato, Planning Director  
**DATE:** February 3, 2014  
**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Emergency Repair Project  
2394 Cove Rd, Navarre, FL 32566

**RECOMMENDATION:**

Recommend bid in the amount of \$11,369 from Mike Motes Builders, LLC, as the sole bidder on SHIP Emergency Repair project, and recommend approval to exceed the maximum project amount established in the SHIP Local Housing Assistance Plan.

**BACKGROUND:**

On January 8, 2014, housing staff sent RFP's to five contractors for the abandonment of a homeowner's existing septic system and new connection to the existing sewer provider. The County's SHIP Local Housing Assistance Plan established a maximum award amount per unit for Emergency Repair projects at \$10,000.00. Housing staff received one return bid in the amount of \$11,369.00. If approved by the Board, a total lien amount of \$11,604.35 will be placed against the property, which includes bid amount and all related fees for the processing of the application.



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

**Housing Program**

**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Erin Malbeck  
Housing Program Coordinator  
**THROUGH:** Beckie Cato, Director  
**DATE:** January 22, 2014  
**SUBJECT:** Loaves and Fishes Soup Kitchen  
Hurricane Housing Recovery Program (HHRP) Project  
6914 Overman St, Bagdad, FL 32530

**RECOMMENDATION:**

That the Board approve, by resolution and a release of restrictive covenant, a request from Loaves and Fishes Soup Kitchen for the sale of the above referenced property to a low income family.

**BACKGROUND:**

On November 13, 2008, the BOCC approved \$250,000 to Loaves and Fishes Soup Kitchen, Inc. to acquire these properties for use as transitional housing for very low income families. The funding and closing documents restricted the use of these homes.

On March 12, 2013, The Board of County Commissioners received a request from Loaves and Fishes Soup Kitchen, Inc. to be released of the requirement to use these homes for transitional housing and allow for the sale of the properties to very low income families as allowed in their covenants and restrictions. In their letter, the Agency states they have had a difficult time occupying all units they currently have within Santa Rosa County and feel a better use for these properties would be to sell them as affordable housing units.



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

**Housing Program**

On January 13, 2014, Housing Staff received a contract for purchase on the mentioned property. Housing Staff has reviewed the file and determined that the borrower is of low income based on HUD income limits. Both the seller (Loaves and Fishes) and the borrower have agreed to a \$77,000 purchase price.

Enclosures: Request from Loaves and Fished Soup Kitchen, Inc.  
Property Deed Restrictions

THIS INSTRUMENT PREPARED BY:  
Janice Boone  
Santa Rosa County  
Community Planning, Zoning & Development  
6051 Old Bagdad Road  
Milton, FL 32583  
(850) 983-7075

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit ("Loaves and Fishes");

WHEREAS, Loaves and Fishes owns that certain property in Santa Rosa County, Florida, more or particularly described as follows:

**AS PER ATTACHMENT MARKED EXHIBIT "A"**

(the "Property"); and

WHEREAS, Loaves and Fishes has purchased a transitional housing unit, known as **6914 Overman Street, Bagdad, FL 32530**, (the "Project") on the Property in order to assist in providing housing for the homeless in Santa Rosa County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Santa Rosa County Hurricane Housing Recovery Program (HHRP);

NOW, THEREFORE, for and in consideration of the premises, Loaves and Fishes Soup Kitchen, Inc., for itself and its successors and assigns, hereby establishes this Declaration of Covenants and Restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until December 2023.

1. Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families or individuals whose incomes do not exceed fifty percent (50%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management

services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on December 2023, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to \$125,000.00, plus the cost of any improvements as documented by the Agency. The Board of County Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing." Upon such documented action, and recording of the Resolution in the public records of Santa Rosa County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with the governing State and HHRP requirements.

2. These Covenants and Restrictions shall run continuously with the Property until December 2023.

IN WITNESS WHEREOF, Loaves and Fishes Soup Kitchen, Inc., pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 29th day of ~~December, 2008.~~ JANUARY, 2009.

LOAVES AND FISHES SOUP KITCHEN, INC.  
A Florida not-for-profit corporation

By: *F. W. Humphreys*  
F. W. Humphreys, President

WITNESSED:

*Donna S. Perritt*

DONNA S. PERRITT  
Print Name

*Minnie Smith*

MINNIE SMITH  
Print Name

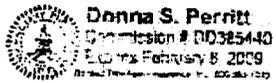
STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 29th day of ~~December,~~ JANUARY, 2009 ~~2008~~, by F. W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not-for-profit corporation, and who has produced FL DL as identification or who is personally known to me.

*Donna S. Perritt*  
Signature of Notary Public

(Notary Seal must be affixed)

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



## EXHIBIT "A"

Commence at a capped metal rod (Licensed Business #5170) at the Northwest corner of Block 34, resubdivision of Bagdad, a subdivision of a portion of Sections 10 & 15, Township 1 North, Range 28 West, Santa Rosa County, Florida; as recorded in Plat Book "A", Page 54, of the public records of said county; said point being at the intersection of Southerly right of way line of Eda Street (R/W varies) and the Easterly right of way line of School Street (R/W varies); thence run South 34 degrees 20 minutes 18 seconds East; along said Easterly right of way line a distance of 249.80 feet to a capped metal rod (Licensed Business #5170) at an intersection with the Northerly right of way line of Overman Street (R/W varies); thence run North 35 degrees 20 minutes 02 seconds East along said Northerly right of way line a distance of 150.00 feet to the Point of Beginning; thence depart said Northerly right of way line North 34 degrees 20 minutes 30 seconds West a distance of 125.38 feet to a capped metal rod (Licensed Business #5170); thence run North 55 degrees 09 minutes 03 seconds East a distance of 50.00 feet to the East line of Lot 1, said Block 34; thence run South 34 degrees 20 minutes 28 seconds East along said East line a distance of 125.54 feet to a capped metal rod (Licensed Business #5170) on said Northerly right of way line; thence run South 55 degrees 20 minutes 02 seconds West along said Northerly right of way line a distance of 50.00 feet to the Point of Beginning. Said parcel being in area 0.146 acre, more or less.



**LOAVES & FISHES SOUP KITCHEN**

**Post Office Box 1303  
Pensacola, Florida 32596  
MATTHEW 25:40  
(850) 438-7616**

January 23, 2014

Santa Rosa County Board of Commissioners  
6495 Carolina Street  
Milton, Florida 32570

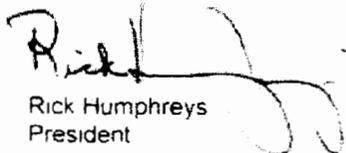
Dear Board of County Commissioners

In January 2009, Loaves and Fishes Soup Kitchen, Inc. purchased two housing units located at 6914 and 6912 Overman Street, Bagdad, Florida 32583, to assist in providing transitional housing for the homeless in Santa Rosa County, Florida. Specific covenants and restrictions were applied to the homes until December 2023. One of the restrictions was that the homes would be used as transitional housing for homeless lower-income families whose incomes were not to exceed 50% of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustments for family size. The covenant restrictions state that if the Agency determines the properties are no longer suitable for transitional housing, the agency can notify the Board of County Commissioners and, upon approval of the Board, the property can be sold as affordable home ownership housing to lower income families. After careful consideration, Loaves and Fishes has determined the two Overman houses are no longer needed for transitional housing in Santa Rosa County.

At this time, Loaves and Fishes has four transitional houses in Santa Rosa and we have had difficulty in keeping all four units filled with homeless families. The primary barrier has been the families' lack of reliable transportation and the lack of a public transportation system in the Overman area. It seems that a better use of the two Overman houses is to sell the units as affordable housing to eligible buyers. Proceeds from the sale will be utilized in meeting the operational costs associated with our homeless assistance programs such as food, shelter, and clothing for the poor and needy in the community.

Loaves and Fishes Soup Kitchen, Inc. is requesting approval from the Board of County Commissioners to place the two homes at 6914 and 6912 Overman Street on the market to be sold per the deed restrictions. Thank you for your considerations.

Sincerely,

  
Rick Humphreys  
President



# 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



6

**Tony Gomillion, Director**

To: Santa Rosa County Board of County Commissioners  
From: Brad Baker, Director, Emergency Management  
Through: Tony Gomillion, Director, Public Services  
Re: RFP – UPS Units Maintenance  
Date: February 13, 2014

## DISCUSSION

Request the Board of County Commissioners approve a Request for Proposal (RFP) be advertised for preventative maintenance plans for two (2) APC UPS units located in the EM Communications Center.

## BACKGROUND

Both units were purchased from Elysium (no longer in business) in 2001 at a cost of \$90,168. The units provide an uninterruptible power supply and surge protection for the 911 equipment, the radio equipment and computer equipment in the communication center and the EOC. Our annual preventative maintenance contract is due for renewal. We would like to receive a two part proposal, one that covers any issue, including parts, labor and travel. The second part would be for remedial maintenance and corrective repair at an established rate. To date there have been no major repairs; the batteries have been replaced every 3 to 5 years.

## COMPLETION

Upon approval the project will be completed by DEM.

**Animal Services**  
Dale Hamilton  
Director

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

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

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

**Emergency Management**  
Brad Baker  
Director

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

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

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

**Veterans Services**  
Karen Haworth  
Director

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

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

AGENDA  
PUBLIC WORKS COMMITTEE

February 10, 2014

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Cole

1. Discussion of resurfacing the following roads in working District Four at an estimated cost of \$53,246.00:

Lakeside Drive (Cynthia St. to St. James St.)

St. James Street

Cynthia Street (northern 220')

Three Notch Trail (from McLellan Cemetery .76 miles northward)

2. Discussion of paving Johnny Parker Road in working District Four at an estimated cost of \$34,793.00.
3. Discussion of one year extension of agreement with ConTech Engineered Solutions, LLC for corrugated aluminum culvert pipe at existing rate schedule.
4. Discussion of providing letter of support for proposal by the Florida Department of Transportation for intersection improvements on US 90 at Pace Lane/Keyser Lane.
5. Discussion of encroachment agreement with Sandra K. Schenk, as the Trustee of the Sandra K. Schenk Family Trust and future assigns for encroachment of swimming pool into drainage and utility Easement on Lot 56, Block B of Sundial Estates Phase II.



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

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

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

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

February 05, 2014

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

Dear Mr. Melvin:

Please find listed below the estimated cost for resurfacing the following roads in working District Four at an estimated cost of \$53,246.00:

Lakeside Drive ( <i>Cynthia St. to St. James St.</i> )	\$ 8,241.00
St. James Street	7,801.00
Cynthia Street ( <i>northern 220'</i> )	2,788.00
Three Notch Trail ( <i>from McLellan Cemetery .76 miles northward</i> )	34,416.00

Sincerely,

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

Avis Whitfield  
Public Works Director

AW/tt



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

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

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

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

February 05, 2014

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

Dear Mr. Melvin:

I recommend the paving of Johnny Parker Road in working District Four at an estimated cost of \$34,793.00:

Sincerely,

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

Avis Whitfield  
Public Works Director

AW/tt

**Tom Collins**

---

**From:** Adamson, Rob <RAdamson@conteches.com>  
**Sent:** Wednesday, January 15, 2014 2:19 PM  
**To:** Tom Collins  
**Subject:** Culverts/Aluminum pipe bid from Feb 23, 2014

Tom,

Please be advised that Contech has elected to extend the above referenced bid for another year, which will now expire at the end of January 2015. If any additional information is needed, please contact me and the numbers below. Thanks.

**Rob Adamson, P.E.**  
Regional Sales Engineer

**Contech Engineered Solutions LLC**  
311 Magnolia Ave, Suite 121 | Fairhope, AL 36532  
Off:251.928.3537 | Mob:251.709.9418 | Fax:251.928.1673  
radamson@conteches.com  
www.ContechES.com

The information contained in this message may be confidential and/or proprietary, and legally protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and permanently deleting it from your computer. Thank you, Contech Engineered Solutions LLC

**Email scanned by Check Point**

**NOTICE TO BIDDERS  
CULVERTS**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for **Culverts**.

Specifications and bid form may be secured from Santa Rosa County Website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., **February 14, 2012** at which time bids will be opened and read aloud. Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Bids are to be sealed and plainly labeled "**BID - CULVERTS.**" Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder.

Questions concerning this equipment should be directed to Mr. Tom Collins at (850) 626-0191.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

All prices are firm for a period of one year. ~~After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.~~

Santa Rosa County does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

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

**LEGAL NOTICE**

One issue – January 14, 2012 Press Gazette; January 19, 2012 - Navarre Press; and January 19, 2012 Gulf Breeze News

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

Feb 23, 2012

Budget & Financial Management Committee – Melvin & Williamson

1. Recommend the bid schedule from Contech Construction Company, Inc. for assorted sized corrugated steel pipe as the overall low bidder meeting specifications. Melvin moved approval without objection.

Jan 24, 2013

Public Works Committee – Williamson & Melvin

1. Recommend one year extension of agreement with ConTech Engineered Solutions, LLC for corrugated aluminum culvert pipe at existing rate schedule. Williamson moved approval without objection.



*Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

1074 Highway 90  
Chipley, FL 32428

**ANANTH PRASAD, P.E.**  
SECRETARY

January 16, 2014

Mr. Stephen Furman, P.E.  
Asst. Public Works Director  
Santa Rosa Public Works  
6075 Old Bagdad Hwy.  
Milton, Florida 32583

**Reference: Intersection Improvement for US 90 (SR 10) @ Pace/Keyser Lane**

Dear Mr. Furman:

The Florida Department of Transportation is submitting the enclosed Traffic Study for the US 90 @ Pace/Keyser Lane intersection for your review. The Department is proposing to modify the full access median opening to a directional median opening which will allow eastbound and westbound left turns onto Pace/Keyser Lane. The proposed modification will make both Pace and Keyser Lanes right-in and right-out only roadways onto US 90.

Before the Department proceeds further with the median modification, we would like Santa Rosa County's concurrence and support for this project. The median modification will require local officials and public information notifications before any changes can be made to the state highway system that erects a median barrier as per the procedure "Median Openings and Access Management", Topic No. 625-010-021-h. The public notification must be done at least 180 days before the design is finalized.

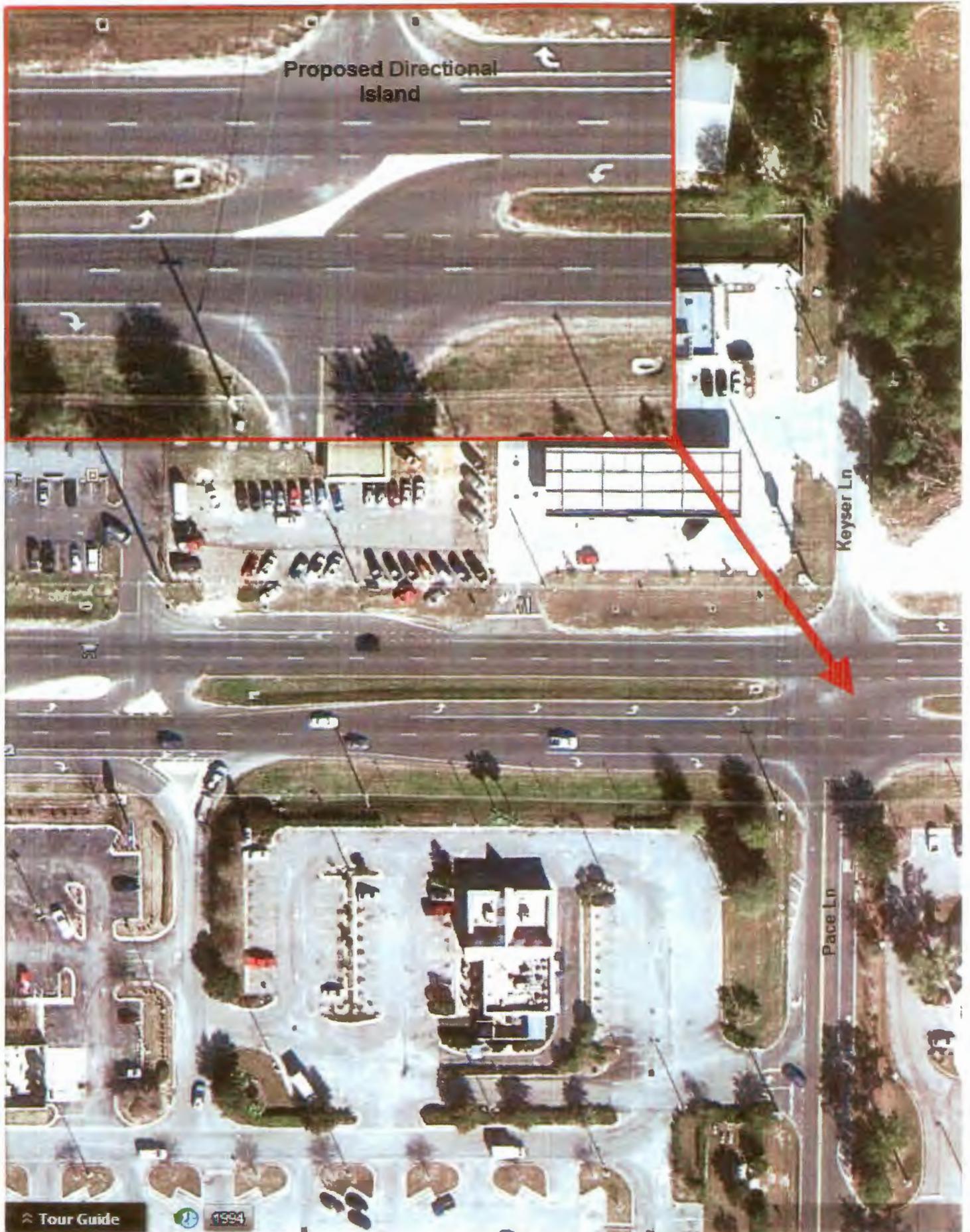
Due to the lengthy process to modify the median opening and before the design process is started, will Santa Rosa County concur with this project?

If you have any further questions, please call me at 850.330.1277.

Sincerely,

Edward T. Gassman, P.E.  
District Three Access Management and Studies Engineer

copy: Mr. Jared Perdue, D3 Traffic Operations Engineer  
Mr. Mac Watters, D3 Studies Engineer  
File



## Executive Summary

The following is a synopsis of the conclusions and recommendations of the Traffic Operational Study performed for **State Road 10 (US 90) at Pace / Keyser Lane** located in Pace, FL.

### **Conclusions:**

- There were forty-six (46) documented crashes reported by the CARS System within the last five (5) years, seventeen (17) of which (37%) resulted in injury where one or more people required transportation to a medical facility.
- Years 2011, 2012 and 2013 (Jan-April) experienced five (5) or more crashes per year which were susceptible to correction by a traffic signal.
- Crash incidents have doubled the historical trend at this location starting with the year 2011.
- In the last three (3) years, the number of reported crashes at State Road 10 (US 90) and Pace / Keyser lane was almost twice the statistical average of similar roadway facilities in District 3.
- The southbound approach of Keyser Lane is experiencing intervals of excessive vehicular delay (LOS F) in the PM peak period.
- *Warrant 1B - Eight Hour Vehicular Volume* (80% volume criterion) and *Warrant 2 - Four Hour Vehicular Volume* was satisfied for this location. In addition, *Warrant 7 - Crash Experience* met the crash volume criteria as three (3) of the last five (5) years experienced five (5) or more crashes susceptible to correction by a traffic signal.
- State Road 10 (US 90) at Pace / Keyser Lane does not meet the traffic signal spacing requirements of Florida Administrative Code (FAC) Chapter 14-97 *State Highway System Access Management Classification System and Standards*.
- The subject intersection is within an urban segment of State Road 10 (US 90) which currently has four (4) uncoordinated signalized intersections within one (1) mile.
- The geometric layout of the full access median opening at State Road 10 (US 90) at Pace / Keyser Lane is operational deficient given the current traffic patterns and vehicular volume.
- There are several readily accessible route alternatives in the immediate area that motorists may utilize to access adjacent signalized intersections.
- The storage capacity of the existing turn lanes at this intersection is sufficient at this time.
- The existing STOP sign on the northbound approach of Pace Lane is obscured by vegetation growing in the southeast quadrant of the intersection.

### **Recommendations:**

- Given the operational characteristics of State Road 10 (US 90) at this location, it is recommended that the Department pursue the less restrictive measure of constructing a directional median opening with a Right-In / Right-Out / Left-In configuration at State Road 10 (US 90) and Pace / Keyser Lane.
- Failing the successful implementation of Access Management at this location, it is recommended that the Department construct a fully actuated traffic signal system at State Road 10 (US 90) and Pace / Keyser Lane.
- With or without the signal, it is recommended that the Department perform an operational corridor study on State Road 10 (US 90) from CR 197A (Bell Lane) to Watkins Street. This one (1) mile segment currently has four (4) uncoordinated signalized intersections which may benefit from a Time of Day (TOD) signal coordination plan augmented by GPS Time Sync devices.
- It is recommended that STOP pavement markings be installed to supplement the existing STOP signs and STOP bars on the southbound or northbound approaches to deter "rolling stops".
- It is recommended that the City of Pace / Santa Rosa County trim back the landscape vegetation growing on the east side of Pace Lane at State Road 10 which is obscuring the existing northbound STOP sign.



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

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

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

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

# MEMO

**TO:** Hunter Walker, County Administrator  
**FROM:** Avis Whitfield, Public Works Director   
**SUBJECT:** Encroachment Agreement  
**DATE:** February 5, 2014

Public Works has reviewed the encroachment of a swimming pool into a drainage and utility easement on Lot 56, Block B of Sundial Estates Phase II, and we have no objection to an encroachment agreement with the owner.

AW/tt



Santa Rosa County Property Appraiser			
Parcel: 22-1N-28-5290-00B00-0560 Acres: 0			
Name:	SCHENK SANDRA K TRUSTEE	Land Value	12500
Site:	3908 HOLLEYBERRY LN	Building Value	11251
Sale:	\$ 100 on 2011-02-09 Reason=U Qual=1	Misc Value	142714
Mail:	3908 HOLLEYBERRY LN MILTON, FL 32583	Just Value	166465
		Assessed Value	0
		Exempt Value	0
		Taxable Value	0



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: 02/03/14 : 13:15:24

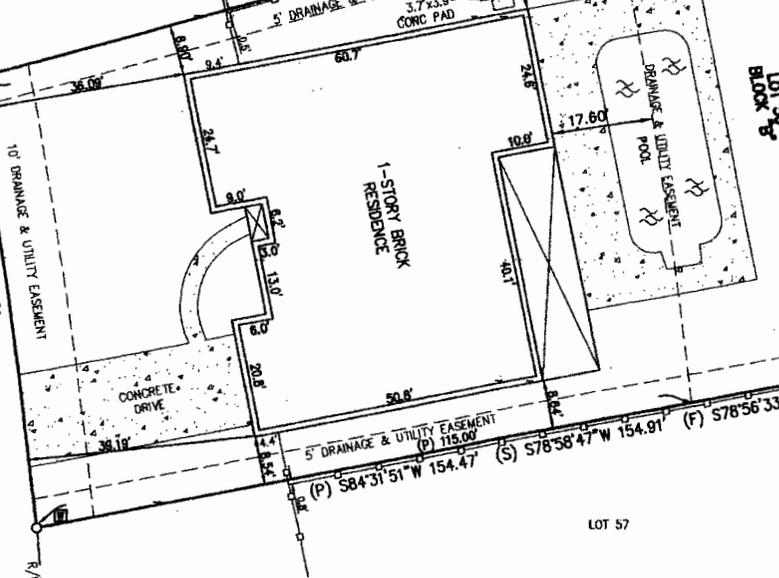


NORTH PER NORTHERLY PROPERTY LINE  
OF LOT 56, BLOCK "B" AS N74°03'43"E

Certified to:  
Mason Title & Escrow Company  
d/b/a MTI Title Insurance Agency, Inc.  
Stewart Title Guaranty Co.  
University Lending Group, LLC  
William Kay  
Property address;  
3908 Holleyberry Lane

HOLLEBERRY LANE (50' R/W)

10' DRAINAGE & UTILITY EASEMENT  
C1  
R/W LINE



C1  
RADIUS: (P/S/F) 825.00'  
ARC: (P) 79.30' (S) 79.24' (F) 79.28'  
CHORD: (P) 79.27' (F) 79.25'  
TANGENT: (P) 38.68'  
DELTA: (P) 05°30'28" (F) 05°30'21"  
CB: (F) N06°08'36"W

L1  
(P) S00°46'42"W  
(S) S03°31'13"W 15.39'  
(F) S03°32'39"W 15.41'

(P) S00°46'42"W 93.81'  
(S) S00°47'17"W 93.83'  
(F) S00°43'15"W 93.89'  
(P) S00°46'42"W 99.45'  
(S/F) S00°45'11"W 99.55'

A SURVEYOR'S AFFIDAVIT APPLIES TO THE LOT  
DEPICTED IN THIS SURVEY, AND IS PROVIDED  
BY OFFICIAL RECORDS BOOK 1784, PAGES  
1390-1392, ESCAMBA COUNTY, FLORIDA.  
[REFERENCED AS "(S)" IN MEASUREMENTS].

LEGEND

- FOUND 1/2" CAPPED IRON ROD NO. 4812
- FOUND 4"X4" CONCRETE MONUMENT NO. 4812
- ⊗ WATER METER

SOUTHEAST  
SUBDIVISION  
CORNER

© COPYRIGHTED 2013 BY BUTLER AND ASSOCIATES OF PENSACOLA INC.

Lands shown herein were not abstracted for assessments and/or right of way, recorded or unrecorded, by this firm. No search of the public records has been performed by this firm to determine any details and/or ambiguities in the title. Underground portions of foundations, footings, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. Property is subject to easements, assessments and restrictions of record. This drawing only reflects setback lines which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record. This survey and/or sketch does not collect or determine ownership. Federal and State copyright acts protect this survey and/or sketch from unauthorized use. This map is not to be copied or reproduced in whole or part and is not to be used for any other transaction. This survey and/or sketch cannot be used for the benefit of any other person, company or firm without consent of the copyright owner and is to be returned upon request.

REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

DESCRIPTION: LOT 56 BLOCK B SUNDIAL ESTATES PHASE TWO  
being a portion of Section 22 Township 1 NORTH Range 28 West SANTA ROSA County, Florida  
according to plot recorded in Plot Book 6 Page 68 of the public records of said county.

SCALE 1" = 20' TYPE AS-BUILT SURVEY ISSUE DATE 12/19/13 FIELD DATE 12/18/13 ORDER NO. 13-12-045 FIELD BOOK 1527/26

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

• Degree	P.R.C.	Point of Reverse Curvature	B.S.L.	Building Setback Line	H/T	Hub and Jack
• Feet or Minutes	P.C.C.	Point of Compound Curvature	D	Deed	C.M.	Concrete Monument
• North or Seconds	P.R.M.	Permanent Reference Monument	F	Field	O/S	Offset Point
N North	R/W	Right of Way	P	Plot	O.H.W.	Overhead Utility Wire
S South	R.P.	Radius Point	P.O.C.	Point of Commencement		Concrete or Pavement
E East	Δ	Central Angle	P.O.B.	Point of Beginning		Wood Decking
W West	R	Radius	I.R.	Iron Rod		Covered Area
P.C.P. Permanent Control Point	L	Length of Arc	C.I.R.	Capped Iron Rod	---	Wire of Chain Link Fence
P.T. Point of Tangency	C	Chord	I.P.	Iron Pipe	---	Wooden Privacy Fence
P.C. Point of Curvature	C.B.	Chord Bearing	N/D	Not Determined		

NOT VALID WITHOUT  
THE SIGNATURE  
AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED  
PROFESSIONAL  
SURVEYOR AND MAPPER  
Florida Corporate No. LB 8112

**Butler & Associates of Pensacola, Inc.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
Commercial • Residential • Boundary • Topographic • Mortgage Surveys

PENSACOLA  
2420 East Olive Road, Suite "A", Pensacola, FL 32514  
P.O. Box 15147, Pensacola, FL 32514  
(850) 478-4788  
Fax: (850) 478-4845

WALTER T. BUTLER P.S.M. No. 3774  
JAMES M. MAJOR P.S.M. No. 6880

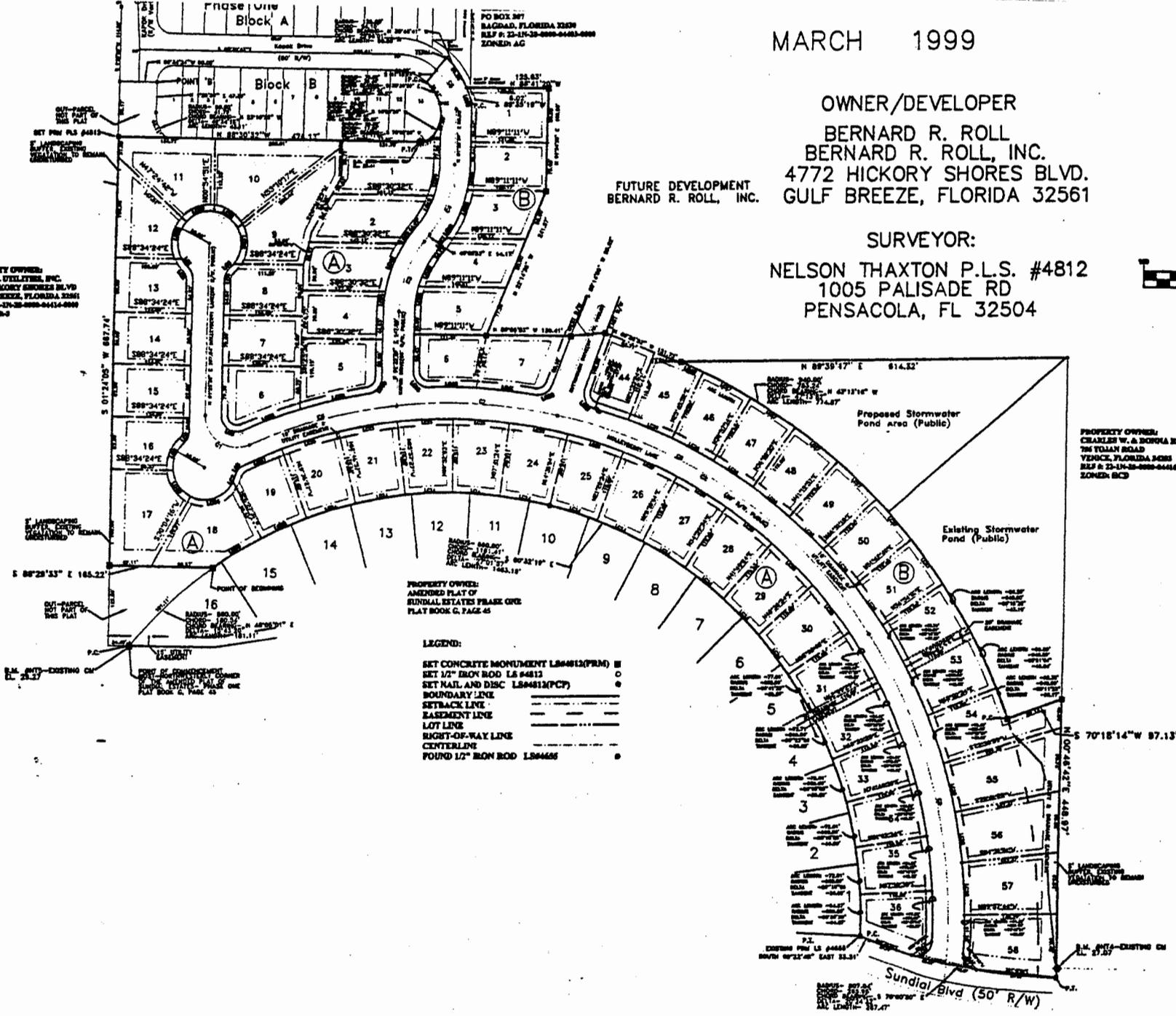
MARCH 1999

OWNER/DEVELOPER  
BERNARD R. ROLL  
BERNARD R. ROLL, INC.  
4772 HICKORY SHORES BLVD.  
GULF BREEZE, FLORIDA 32561

SURVEYOR:  
NELSON THAXTON P.L.S. #4812  
1005 PALISADE RD  
PENSACOLA, FL 32504

PROPERTY OWNER:  
SUNDIAL UTILITIES, INC.  
4772 HICKORY SHORES BLVD  
GULF BREEZE, FLORIDA 32561  
REF # 22-14-20-000-04481-000  
ZONED: B-0

PROPERTY OWNER:  
CHARLES W. & BONITA B. B.  
704 TOMAN ROAD  
VENICE, FLORIDA 33595  
REF # 22-14-20-000-04414-000  
ZONED: B-C3



PROPERTY OWNER:  
AMENDED PLAT OF  
SUNDIAL ESTATES PHASE ONE  
PLAT BOOK C, PAGE 45

- LEGEND:
- SET CONCRETE MONUMENT L804612(PRM) ■
  - SET 1/2" IRON ROD L8 64813 ○
  - SET NAIL AND DISC L804612(PCP) ●
  - BOUNDARY LINE ———
  - SETBACK LINE - - - - -
  - EASEMENT LINE - · - · - ·
  - LOT LINE - - - - -
  - RIGHT-OF-WAY LINE - · - · - ·
  - CENTERLINE - - - - -
  - FOUND 1/2" IRON ROD L804612 ●

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

Chairman: Commissioner Cole  
Vice Chairman: Commissioner Lynchard

February 10, 2014

## **Budget:**

- 1) **Budget Amendment 2014 – 078** in the amount of \$ **4,200** from Boater Registration Fees in the General Fund to fund the boating restriction/regulation signs near the Oyster Pile Boat Ramp in Bagdad as approved by the BOCC in a Public Hearing on November 14, 2013.
- 2) **Budget Amendment 2014 – 079** in the amount of \$ **3,500** to carry forward unspent funds for the 911 Emergency Communication specialists' training and certifications, and registration fee for Reverse 911 education session in the Enhanced 911 Program Fund .
- 3) **Budget Amendment 2014 – 080** in the amount of \$ **61,900** to carry forward funds for the maintenance of Skiwatch canal invoices submitted by the HOA (Home Owners Association) in the Skiwatch MSBU Fund.
- 4) **Budget Amendment 2014 – 0081** in the amount of \$ **3,058,816** to carry forward funds in the Road & Bridge Fund for the Small County Outreach Program (SCOP) resurfacing and bridge repair project on Munson Hwy. The FDOT will reimburse 75% (\$2,294,112) of this project through the SCOP grant. This project was approved at the August 22, 2013 BOCC Regular Meeting.
- 5) **Budget Amendment 2014 – 082** in the amount of \$ **9,981** to fund the purchase of playground equipment for Swenson Park from District 5 Recreation Reserves.

## **County Expenditure/Check Register:**

- 6) Discussion of County Expenditures / Check Register

# 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 22, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>From:</b>	<b>9001 – 5990012</b>	<b>Florida Boating Improvements - Reserves</b>	<b>(\$ 4,200)</b>
	<b>9000 – 59100101</b>	<b>To Road &amp; Bridge</b>	<b>\$ 4,200</b>
<b>To:</b>	<b>101 – 38100011</b>	<b>From General Fund</b>	<b>\$ 4,200</b>
	<b>2100 – 534001</b>	<b>Other Contractual Services</b>	<b>\$ 4,200</b>

**State reason for this request:**

Funds the boating restriction/regulation signs near the Oyster Pile Boat Ramp in Bagdad. The restrictions were approved by the BOCC in a Public Hearing on November 14, 2013.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-078**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 02/10/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 13<sup>th</sup> day Of **February, 2014**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Avis Whitfield  
**Sent:** Tuesday, January 21, 2014 2:39 PM  
**To:** Jayne Bell  
**Cc:** Hunter Walker; Stephen Furman  
**Subject:** Budget amendment/Boating Restrictions

Jayne,

Please add an item to the budget agenda on the first February meeting to move \$4,200.00 from Boater Registration Fees to 2100-534001 (Other Contractual Services) to fund the boating restriction/regulation signs near the Oyster Pile Boat Ramp in Bagdad. The restrictions were approved by the BOCC in a Public Hearing on November 14, 2013. We solicited proposals for the work from three Marine Contractors but only Davis Marine responded so they will be the contractor.

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: January 23, 2014

FROM: **Enhanced 911 Program Fund**  
TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	105 – 3990001	Cash Carried Forward	\$ 3,500
To:	3420 – 5540012	Education & Training	\$ 3,500

**State reason for this request:**

Carries forward unspent funds for the E911 Emergency Communications Specialists’ trainings and certifications, and registration fee for Reverse 911 education session.

**Requested by Brad Baker/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-079

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 02/10/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13<sup>th</sup> day Of February, 2014.***

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 23, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	105 – 1990001	Cash Carry Forward	(\$3,500.00)
TO:	105-3420-5540012	Education and Training	\$3,500.00

**State reason for this request:**

Carry forward unspent funding for the 911 Emergency Communication specialists' trainings and certifications, and registration fee for Reverse 911 education session.

**Requested by: Brad Baker/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-xxx

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE:

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of January 2014.*

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 24, 2014

FROM: **Skiwatch MSBU Fund**  
TO: Board of County Commissioners  
VIA: Budget Manager  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	129 – 3990001	Cash Carried Forward	\$ 61,900
To:	8302 – 5340038	Canal Maintenance	\$ 61,900

**State reason for this request:**

Carry forward to pay for maintenance of Skiwatch canal invoices submitted by HOA president.

**Requested by Henry Brewton /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-080**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 02/10/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 13<sup>th</sup> day Of **February, 2014**.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

original to finance

Doctor Dredge, LLC  
4425 US Hwy 1 South, #309  
St Augustine, FL 32086

# Invoice



<b>Bill To:</b>
Skiwatch HOA

<b>Date</b>	<b>Invoice No.</b>
01/30/14	256

<b>Terms</b>
Due on receipt

Description	Quantity	Rate	Amount
Mobilization- In State: Cost to transport all required equipment to and from job site in N FL or S FL		5,000.00	0.00
Dredge site preparation and dredge set up. Includes time to fuse and set up HDPE pipe. Cost per 10 hr day.		1,500.00	0.00
Special Equipment rental: Fusing machine to fuse 8 inch HDPE pipe. Cost per day		400.00	0.00
Special Equipment rental: 2500 ft of HDPE. cost per linear ft for 2 months. Includes approximate transportation cost.		8.00	0.00
Special Equipment rental: 8 inch Booster pump cost per month		4,000.00	0.00
Special Equipment rental: 4WD forklift or Loll to load HDPE for transport.		1,200.00	0.00
Dredging services cost per day (cost per 10 hr day)	6.5	3,000.00	19,500.00

*Approved Treasurer Ski Watch HOA*  
*P. J. John*

**RECEIVED**  
JAN 31 2014  
FEB 3  
BY: *[Signature]*

We appreciate the opportunity to work with you. **Total \$19,500.00**

originals in Finance

1/24/14

Included are the original invoices for the last two weeks of dredging totaling [REDACTED] which we have paid out to Dr. Dredge. Please make deposit to Ski Watch account to reimburse.

Thank you,

Amy Heckman  
amyheckman@olypen.com  
Ski Watch HOA President  
360 461-3986

Jay N. Bell

129-8302-5340038

129-399 0081

42,399.99

8302-5340038

42,399.99

OK  
AMY

CIRCLE K #7610  
(350) 626-6277

57 542 042909  
SHELL  
3304 GORCON POINT RD  
MILTON  
FL 32588

Invoice # 077164  
Date 01-16-11  
Time 09:55AM  
Auth # 758886  
PIN JS:0

Debit Acct #  
XXXXXX XXXX7756

Pump	Gallons	Price
13	10.003	\$3.569

Product	Amount
DIESEL	\$35.70

Total Sale ~~35.70~~

*Fusion Fuel*

THANKS FOR SHOPPING  
AT CIRCLE K!  
PLEASE COME AGAIN!!

# Invoice

Doctor Dredge, LLC  
 4425 US Hwy 1 South, #309  
 St Augustine, FL 32086



Bill To:  
 Skiwatch HOA

Date	Invoice No.
01/17/14	254

Terms
Due on receipt

Description	Quantity	Rate	Amount
Mobilization- In State: Cost to transport all required equipment to and from job site in N FL or S FL		5,000.00	0.00
Dredge site preparation and dredge set up. Includes time to fuse and set up HDPE pipe. Cost per 10 hr day.	3	1,500.00	4,500.00
Special Equipment rental: Fusing machine to fuse 8 inch HDPE pipe. Cost per day		400.00	0.00
Special Equipment rental: 2500 ft of HDPE. cost per linear ft for 2 months. Includes approximate transportation cost.		8.00	0.00
Special Equipment rental: 8 inch Booster pump cost per month		4,000.00	0.00
Special Equipment rental: 4WD forklift or Loll to load HDPE for transport.		1,200.00	0.00
Dredging services cost per day (cost per 10 hr day)		3,000.00	0.00

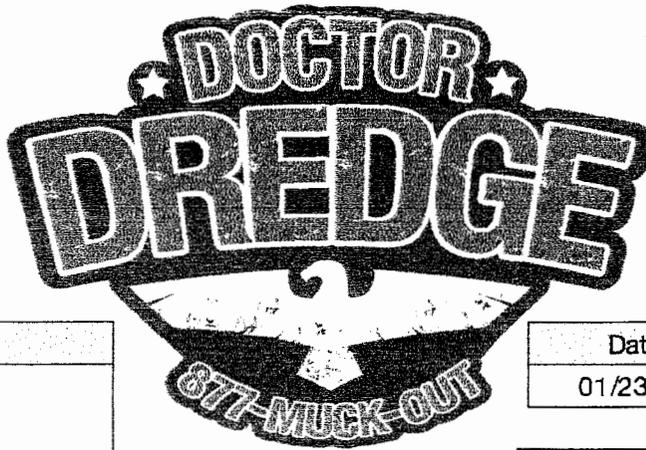
WED 15<sup>th</sup>  
 THU 16<sup>th</sup>  
 FRI 17<sup>th</sup> } JAN 2014.

*J. N. Bell*  
 OIC  
 Amy

We appreciate the opportunity to work with you. Total ~~\$4,500.00~~

Doctor Dredge, LLC  
 4425 US Hwy 1 South, #309  
 St Augustine, FL 32086

Invoice



Bill To:
Skiwatch HOA

Date	Invoice No.
01/23/14	255

Terms
Due on receipt

Description	Quantity	Rate	Amount
Mobilization- In State: Cost to transport all required equipment to and from job site in N FL or S FL		5,000.00	0.00
Dredge site preparation and dredge set up. Includes time to fuse and set up HDPE pipe. Cost per 10 hr day.	1.4	1,500.00	2,100.00
Special Equipment rental: Fusing machine to fuse 8 inch HDPE pipe. Cost per day		400.00	0.00
Special Equipment rental: 2500 ft of HDPE. cost per linear ft for 2 months. Includes approximate transportation cost.		8.00	0.00
Special Equipment rental: 8 inch Booster pump cost per month		4,000.00	0.00
Special Equipment rental: 4WD forklift or Loll to load HDPE for transport.		1,200.00	0.00
Dredging services cost per day (cost per 10 hr day)	3	3,000.00	9,000.00

We appreciate the opportunity to work with you.

Total ~~\$11,100.00~~

*originals in Finance*

1/17/14

Santa Rosa County MSBU Fund

Our maintenance dredge project is back in motion. We have written a check for the pipe and mobilization of contractor Dr Dredge. We are submitting to get reimbursed the [REDACTED]

We will need to pay our contractor weekly and hope to submit invoice for reimbursement as we go.

Included is a W9 and deposit slip for our HOA and copies of our current invoices.

Thank you,

*Amy Heckman*  
Amy Heckman

President Ski Watch HOA

360 461-3986

**RECEIVED**  
JAN 17 2014  
BY: *HB*

*John Bell*

*V# 8066*

*129-8302-5340038*

DOMINIC G. SPENCER  
CLERK OF COURT &  
COMPTROLLER  
2014 JAN 21 PM 12 20  
SANTA ROSA COUNTY, FL  
FINANCE FILED

COMPTROLLER &  
2014 JAN 23 PM 2 28  
SANTA ROSA COUNTY, FL  
FINANCE FILED

*hw*

07/13/14

253

Terms

Due on receipt

Description	Quantity	Rate	Amount
Mobilization- In State: Cost to transport all required equipment to and from job site in N FL or S FL	1	5,000.00	5,000.00
Dredge site preparation and dredge set up. Includes time to fuse and set up HDPE pipe. Cost per 10 hr day.		1,500.00	0.00
Special Equipment rental: Fusing machine to fuse 8 inch HDPE pipe. Cost per day		400.00	0.00
Special Equipment rental: 2500 ft of HDPE. cost per linear ft for 2 months. Includes approximate transportation cost.		8.00	0.00
Special Equipment rental: 8 inch Booster pump cost per month		4,000.00	0.00
Special Equipment rental: 4WD forklift or Loll to load HDPE for transport.		1,200.00	0.00
Dredging services cost per day (cost per 10 hr day)		3,000.00	0.00

*PD*

DONALD G. SPENCER  
CLERK OF COURT &  
COMPTROLLER

2014 JUN 21 PM 12 20

SANTA ROSA COUNTY, FL  
FINANCE FILES

#1993

*John N. Bell*

We appreciate the opportunity to work with you.

Total

~~5,000.00~~







# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: February 4, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	101 – 3990001	Cash Carried Forward	\$ 3,058,816
To:	2100 – 5340035	FDOT Grant Projects	\$ 3,058,816

**State reason for this request:**

Carries forward funds for Small County Outreach Program (SCOP) resurfacing and bridge repair project on Munson Highway from SR 4 to the Alabama State line. Seventy-five (75)% of this funding (maximum of \$2,294,112) will be reimbursed by FDOT through the SCOP grant. This project was approved at the August 22, 2013 BOCC Regular Meeting.

**Requested by Avis Whitfield/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-081**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 02/10/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13th day Of February, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Avis Whitfield  
**Sent:** Monday, February 03, 2014 3:09 PM  
**To:** Jayne Bell  
**Cc:** Stephen Furman; Tana Tynes  
**Subject:** Revised Budget Amendment

Jayne,

I request a Budget Amendment in the amount of \$3,058,816.00 from Road & Bridge Reserves to 2100-5340035 FDOT Grant Projects for Small County Outreach Program (SCOP) resurfacing and bridge repair project on Munson Highway from SR 4 to the Alabama State line. 75% of this funding (maximum of \$2,294,112.00) will be reimbursed by FDOT through the SCOP grant. This project was approved by the BOCC on August 22, 2013.

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 5, 2014
FROM: <b>District 5 Capital Fund</b>	ADDITION:
TO: Board of County Commissioners	MODIFICATION: X
VIA: Budget Director	DELETION:
SUBJ: Request Approval of the following	OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 315:</b>	<b>2325 – 599001</b>	<b>Dist. 5 – Recreation Reserves</b>	<b>(\$ 9,981)</b>
	<b>2325 – 564001</b>	<b>Equipment</b>	<b>\$ 9,981</b>

**State reason for this request:**

Funds purchase of playground equipment for Swenson Park from Dist. 5 Recreation Reserves.

**Requested by Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-082**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 02/10/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13<sup>th</sup> day Of February, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Wednesday, February 05, 2014 8:08 AM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Hunter Walker  
**Subject:** FW: Swenson Park Rendering

Need a budget amendment in the amount of \$9,980.39 for playground equipment for Swenson Park from District 5 recreation funds.

---

**From:** Commissioner Lynchard  
**Sent:** Tuesday, February 04, 2014 8:11 PM  
**To:** Tammy Simmons  
**Cc:** Margaret Cunningham  
**Subject:** RE: Swenson Park Rendering

Yes, thanks Tammy.

Lane

Sent from Samsung tablet

----- Original message -----

**From:** Tammy Simmons  
**Date:** 02/04/2014 4:34 PM (GMT-06:00)  
**To:** Commissioner Lynchard  
**Cc:** Margaret Cunningham  
**Subject:** FW: Swenson Park Rendering

Attached is a drawing of the proposed tot-lot playground equipment for Swenson Park at a cost of \$9,980.39 to remove both climbers and the crawl tube and install the attached. Do you approve?

---

**From:** Melissa Isbell [<mailto:misbell@jadawsonco.com>]  
**Sent:** Tuesday, February 04, 2014 3:38 PM  
**To:** Tammy Simmons  
**Cc:** John Kilpatrick  
**Subject:** Swenson Park Rendering

Tammy,

Attached is the new rendering of the playground equipment for Swenson Park. Let us know if you need anything else.

Thank you,  
Melissa Isbell, CPSI  
Designer

No support documentation for this agenda item.