

June 10, 2013

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Update on the Industry Recruitment, Retention, and Expansion Fund (RREF) by Brice Harris, Associate Director of the UWF Office of Economic Development and Engagement.

June 10, 2013

**ADMINISTRATIVE COMMITTEE**

1. Discussion of waiver of nuisance noise ordinance requirements for entertainment associated with Boo Weekly Annual Charity Golf Tournament until midnight July 26 and 27, 2013 for parcel adjacent to Hidden Creek Golf Course.
2. Discussion of scope of services and fee for contract with Atkins of North America, Inc. for consulting services associated with RESTORE Act.
3. Discussion of bid received for purchase of Navarre Community Center.
4. Discussion of soliciting proposals for design and architectural services for the Pace Tennis Complex adjacent to Benny Russell Park.
5. Discussion of participating in the National Association of Counties (NACO) Prescription Discount Card Program.
6. Discussion of release of mortgage for three acre parcel including 15,000 sq. ft. building in Santa Rosa Industrial Park in foreclosure to Hancock Bank.
7. Discussion of Certificate of Participation for 2013 Florida Department of Law Enforcement (FDLE) Byrne Memorial Justice Assistance Grant - State Solicitation in the amount of \$51,149 and designation of Lt. Butcher as Point of Contact.
8. Discussion of Settlement Agreement in the amount of \$50,000 for workers compensation claim of former deputy sheriff as recommended by Risk Manager and County Attorney.
9. Discussion of Resolution granting Temporary Construction Easement to Florida Department of Transportation for improvements to SR87 and Munson Highway intersection.
10. Discussion of extension of contract with Florida Department of Economic Opportunity for 2012 CDBG Grant for Bagdad sewer extension project through January 31, 2014.

11. Discussion of following appointments for District Four:
  - Jaye Williamson: Electrical Code Board of Appeals.
  - Claude Duvall: Fire Protection Board of Appeals.
12. Discussion of designation of Commissioner Cole as delegate to the National Association of Counties Annual Conference.
13. Discussion of use of roadways around Spencer OLF for 2<sup>nd</sup> Annual Run for Water 5K event Saturday, September 14, 2013 from 7:30 a.m. to 9:00 a.m.
14. Discussion of use of Courthouse grounds and parking areas July 4, 2013 for annual July 4<sup>th</sup> Riverfest events to include temporary NO WAKE Zone designation for portion of Blackwater River as requested by Santa Rosa Chamber of Commerce.
15. Items scheduled for Public Hearing on Thursday June 13, 2013: NONE

**Hunter Walker**

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**From:** Toggy [toggy@bellsouth.net]  
**Sent:** Tuesday, June 04, 2013 9:36 AM  
**To:** Hunter Walker  
**Cc:** Leslie Statler  
**Subject:** Boo Weekleys Charity Event

Hunter,

Hope that all has been well with you. It is my understanding that I need to request from you a variance for the noise ordinance in south Santa Rosa county for Boos upcoming celebrity/charity golf fest. We are requesting the dates of July 26-27 from 6pm til midnight for both days.

July 26th will be our live auction with entertainment to follow ( a band).

July 27th will be entertainment starting at 8pm which will include larry cable guy, plus several country music artist.

All of this will take place inside a tent next to hidden creek golf course. Last year we run over our time Friday night, but it was due to rain, and getting started on time. Hope this helps, and please contact me with any questions.

Thanks  
Toggy Pace  
Managing Director  
BooWeekley, Inc

# Holley<sup>by</sup>The Sea

IMPROVEMENT ASSOCIATION, INC.

To whom it may concern,

The Board of Directors of Holley-by-the-Sea Improvement Association, Inc., on behalf of the member residents of Holley by the Sea Improvement Association and Hidden Creek Estates, support the Boo Weekly Invitational Charity Golf Tournament to be held at The Club at Hidden Creek Golf Course on July 26-29, 2013.

We find that this event can provide positive national exposure for Santa Rosa County, Navarre, Navarre Beach, The Club at Hidden Creek Golf Course, and Holley by the Sea and also should have a positive impact on many local businesses.

We also, on behalf of the member residents, however ask that the following concerns or issues be considered and addressed elsewhere during the planning and execution of the event:

- We understand a Noise Variance is being issued by the county, however we ask that considering that the area immediately adjacent to the Club at Hidden Creek and Golf Course is a residential area, the noise be appropriately addressed and controlled with respect to the residents.
- Parking and traffic be addressed and controlled to ensure that access by residents to their property (and emergency vehicles) is maintained at all times. This should include a prohibition of parking on the right-of-way (ROW) of area streets.
- That security is addressed and maintained to control and attempt to prevent participants from trespassing on the private property of the residents, to include unauthorized parking on the street right-of-way (ROW) in front of private property residences/lots.
- That residents in the immediate area be notified of a 24-hour point-of-contact (POC) phone number that can be reached who can act in a timely manner if they have problems with noise, access, or trespass/parking at residence during the event.
- That the surrounding neighborhood be cleared of any trash and/or litter during and after the event.

Thank you for addressing the above considerations or concerns.

Sincerely,



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Robert M. Peterzen, DDS  
President  
Board of Directors of Holley by the Sea Improvement Association

[www.holleybythesea.org](http://www.holleybythesea.org)

6845 Navarre Parkway • Navarre, Florida 32566 • (850) 939-1693 • Fax (850) 939-5848



## Hunter Walker

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**From:** Helms, Jeff C [Jeff.Helms@atkinglobal.com]

**Sent:** Thursday, June 06, 2013 10:56 AM

**To:** Hunter Walker; Angie Jones

**Subject:** SRC RESTORE Consultant Services

**Attachments:** FEE Estimate.pdf; SR RESTORE Scope - Quarter 1.docx; SR RESTORE Scope - Quarter 1.pdf

Hunter/Angie,

Please review the attached Scope and Fee. I tried to keep it as simple as possible. My recommendation to compromise on costs and to address Commissioner Melvin's concern about budgeting for this Consultant effort moving forward is to request \$12,000/month or \$48,000/quarter. This fee will include Atkins expenses. I have identified 20 tasks that need to be worked on during the first 120 days and have shown on the attached Fee Estimate sheet. Please give me a call if you have questions. Thanks, Jeff

**Jeff C. Helms**

Vice President, Sr. Practice Manager

### ATKINS

2114 Airport Boulevard, Suite 1450, Pensacola, Florida, 32504 | Tel: +1 (850) 478 9844 | Fax: +1 (850) 478 0620 | Cell: +1 (850) 258 2257 | Email: jeff.helms@atkinglobal.com | Web: [www.atkinglobal.com/northamerica](http://www.atkinglobal.com/northamerica) [www.atkinglobal.com](http://www.atkinglobal.com)

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Consider the environment. Please don't print this email unless you really need to.

6/6/2013

## Attachment "A"

### Consultant Services Related to the RESTORE Act Santa Rosa County, Florida

#### Scope of Services

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In July 2012 the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act (RESTORE Act) was passed to restore the ecosystem and the economy of the Gulf Coast Region from damages associated with the Deepwater Horizon Oil Spill. The RESTORE Act established the Gulf Coast Ecosystem Restoration Council (Council) and the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) to facilitate implementation of the RESTORE Act. One of the Council's primary responsibilities is to develop a Comprehensive Plan that will provide the framework to implement a coordinated, Gulf Coast region-wide restoration effort in a way that restores, protects, and revitalizes the Gulf Coast.

The following scope of services will define tasks necessary to complete consultant management services associated with the RESTORE Act for Santa Rosa County (SRC), Florida. The services are intended to augment SRC staff and to help position SRC to maximize the funds flowing to SRC from the various pots of money established by the RESTORE Act and the criminal fines associated with the Deepwater Horizon Oil Spill. The SRC Request for Proposal specifically requires the Consultant to assist the County and Local RESTORE Council (LRC) in:

- 1) Formulating criteria for the evaluation of potential projects.
- 2) Performing an initial review/feasibility analysis of candidate projects as directed by the Local Restore Council.
- 3) Determine which possible funding sources are available for candidate projects.
- 4) Develop a multi-year implementation plan.

In order to carry out the stated tasks, Consultant will be expected to interact with other governmental agencies, jurisdictions, and funding entities.

The consultant management services will be authorized by SRC on a quarterly basis. Atkins will prepare a quarterly task work order depicting specific tasks to be initiated during that quarter along with corresponding milestones to be achieved. Utilizing a quarterly approach will allow tasks to be delivered in concert with the evolving RESTORE Act process and will provide greater flexibility to SRC in redefining RESTORE priorities.

**Task #1** - Develop and execute a four month (120 day) plan to include the following work shown in Table A.

**Table 1 - Quarter 1 Atkins RESTORE Tasks**

1	<i>Meet with SRC department staff to review 120 day plan, revise, and present to Commissioners and LRC.</i>
2	<i>Meet with each SRC Commissioner to review RESTORE requirements and priorities.</i>
3	<i>Develop process, including criteria and categories, for evaluating potential projects. Present to Local RESTORE Council for review and consideration. Modify based on LRC comments and recommendations.</i>
4	<i>Prepare presentation for initial public outreach meetings.</i>
5	<i>Public outreach meetings (8 max meetings).</i>
6	<i>Prepare for and attend three Local RESTORE Council Meetings (July, August and September).</i>
7	<i>Attend Commission meetings (four meetings: June, July, August, September).</i>
8	<i>Review RESTORE Council "Draft" Initial Comprehensive Plan and summarize in PowerPoint slides.</i>
9	<i>Attend public meeting for RESTORE Council "draft" Comprehensive Plan.</i>
10	<i>Develop suggestions for Dept. of Treasury guidelines.</i>
11	<i>Review existing Pensacola Bay Watershed Plan specifically related to SRC projects.</i>
12	<i>Attend meetings with SRC department heads and staff to identify/develop water quality projects for Pensacola Bay Watershed.</i>
13	<i>Assist SRC in preparing NRDA and/or RESTORE applications for submittal to FDEP (maximum of five applications). This will include rough order of magnitude costs. Obtain specific project information from SRC regarding planned projects.</i>
14	<i>Coordinate with Escambia County regarding adding SRC water quality projects to Pensacola Bay watershed plan to be submitted to FDEP for Pot 2 and Pot 3 funding.</i>
15	<i>Attend Gulf Consortium Meetings (maximum of two).</i>
16	<i>Assist Sheila Harris with identification of potential grant opportunities. Develop list of grants per category of projects.</i>
17	<i>Evaluate Gulf Environmental Benefit Fund process (decisionmakers, determine agencies or organizations that will administer funds in NW Florida).</i>
18	<i>Coordination meetings with FDEP, NFWFMD, FWS, and Nature Conservancy regarding SRC projects.</i>
19	<i>Coordinate with public regarding miscellaneous questions/ request for information/phone calls, etc.</i>
20	<i>Provide additional information as requested by SRC for RESTORE Website.</i>

**Client Responsibilities**

1. Designate in writing a SRC project manager who will directly manage the SRC Consultant Services related to RESTORE.
2. Assist in water quality project development associated with the Pensacola Bay Watershed.
3. Provide project information (costs, plans, etc) to help with NRDA and RESTORE project applications.
4. SRC shall provide the Consultant with all available data needed to fulfill the Consultant Services Contract.

RESTORE Act Consultant Management  
Santa Rosa County, Florida  
Management Services Fee

Prepared by:  
Date prepared:

Jeff C Helms, P.E.  
6/4/2013

TASK NUMBER	TASK DESCRIPTION	Project Manager	Sr. Engineer, Special Advisor, Ph.D.	Sr. Environmental Scientist, Engineer	Sr. Planner	Environmental Scientist	Admin Assistant	TOTAL
1	Meet with SRC Department Staff to review 120 day plan, revise and present in to Commissioners and LRC	4.0			2.0		2.0	8.0
2	Meet with each SRC commissioner to review RESTORE requirements and priorities	5.0						5.0
3	Develop process including criteria and categories for evaluating potential projects. Present to Local RESTORE Council for review and consideration. Modify based on LRC comments and recommendations.	8.0	7.0	4.0	8.0		2.0	29.0
4	Prepare presentation for initial Outreach meetings	4.0					2.0	6.0
5	Public Outreach Meetings (8 meetings)	12.0	2.0	4.0	4.0	4.0	6.0	32.0
6	Prepare for and attend 3 Local RESTORE Council Meetings (July, August and September)	12.0	8.0	8.0			16.0	44.0
7	Attend Commission Meetings (4 meetings)	6.0					3.0	9.0
8	Review RESTORE Council "Draft" Initial Comprehensive Plan and summarize in Power point slides	4.0					1.0	5.0
9	Attend Public Meeting for Council "Draft" Comprehensive Plan	2.0						2.0
10	Develop suggestions for Dept of Treasury guidelines	4.0	2.0				1.0	7.0
11	Review existing Pensacola Bay Watershed Plan specifically related to SRC projects	4.0	4.0	8.0				16.0
12	Attend meetings with SRC Department Heads and staff to identify/develop water quality projects for Pensacola Bay Watershed	4.0	12.0	8.0				24.0
13	Assist SRC in Preparing NRDA and/or RESTORE applications for submittal to FDEP (5 max). This will include rough order of magnitude costs. Obtain specific project information from SRC regarding planned projects.	28.0	12.0	8.0			60.0	108.0
14	Coordinate with Escambia County regarding adding SRC water quality projects to Pensacola Bay watershed plan to be submitted to FDEP for Pot 2 and Pot 3 funding	6.0	8.0	8.0			4.0	26.0
15	Attend Gulf Consortium Meetings (2 meetings)	8.0						8.0
16	Assist Sheila Harris with identification of potential grant opportunities. Develop list of grants per category of projects.	4.0	2.0	4.0			6.0	16.0
17	Evaluate Gulf Environmental Benefit Fund process ( decision makers, determine agencies or organizations that will administer funds in NW Florida )	4.0	12.0					16.0
18	Coordination meetings with FDEP, NWF WMD, FWS, and Nature Conservancy regarding SRC projects	4.0	8.0	4.0			4.0	20.0
19	Coordinate with public regarding miscellaneous questions/ request for information/phone calls, etc	4.0					12.0	16.0
20	Provide additional information as requested by SRC for RESTORE Website.	1.0					8.0	9.0
	HOURS BY CLASSIFICATION	128.0	77.0	56.0	14.0	4.0	127.0	406.0
	HOURLY BILLABLE RATE							
	TOTAL LABOR FEE	\$25,600.00	\$15,400.00	\$7,112.00	\$2,030.00	\$426.00	\$6,903.72	\$48,000.00

NOTES:

- 1 TOTAL FEE ROUNDED TO NEAREST \$100.
- 2 TRAVEL EXPENSES ARE INCLUDED IN THE ABOVE ESTIMATE.

CONSULTANT FEE (\$12,000/month): **\$48,000.00**



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

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

**TO:** Board of Commissioners

**FROM:** Hunter Walker, County Administrator

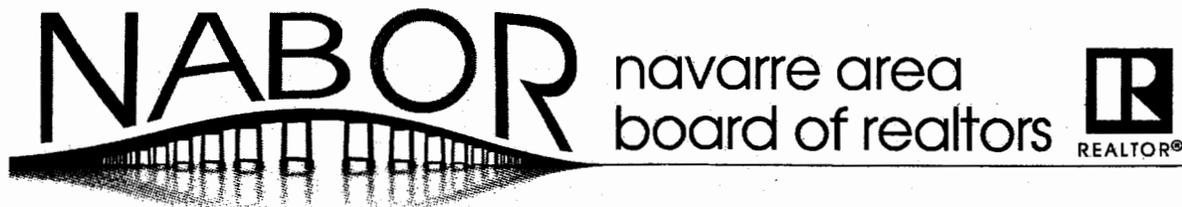
**DATE:** June 5, 2013

**SUBJECT:** Navarre Community Center Bids

During discussion at the January 22, 2013 Committee-of-the-Whole meeting about extending lease of above cited building to the Navarre Area Board of Realtors (NABOR) through December 31, 2013 the Board directed staff to solicit bids on the proposed sale of this building. Prior to soliciting bids for the building the Property Appraisers staff estimated value between \$160,000 and \$170,000.

One bid was received on this property and that was from the Navarre Area Board of Realtors in the amount of \$215,000 for building, property and contents to include furniture and kitchen ware.

Attached is letter from NABOR and map of the parcel for your review.



1917 Navarre School Road, Navarre, FL 32566  
(850) 939-3870 office (850) 936-9718 fax [nbbor@bellsouth.net](mailto:nbbor@bellsouth.net)

May 14<sup>th</sup> 2013

Dear County Commissioners,

Bid - Navarre Community Center

The Navarre Area Board of Realtors® very much appreciates the opportunity to utilize the office space in the Navarre Community Center at 1917 Navarre School Road for our daily operations and as such requests your consideration of our bid to purchase the property.

As a "not for profit organization", NABOR exists not only for the benefit of our membership, but also are keenly aware of our responsibility within the community. Our members actively participate in and coordinate numerous community events enriching the lives of many Santa Rosa County citizens.

Having already extensively upgraded the property (over \$6,000 renovating the office space, installing new media wiring and improving the communal hallway), and with an established history at the location, NABOR has a vested interest in securing the building not only in the long term for our own office premises, but intends also to continue the current arrangement whereby members of the community can use the conference room.

NABOR appreciates the importance to many in the community of the availability of an affordable function room, and to that end, should NABOR be successful in our bid, our budget projections do not provide for raising the rental rate in the immediate future. It is our aim to keep public rentals affordable until such time a replacement community center is built and available. In addition, should the County require the conference room to host public meetings, we would be more than amenable to accommodating such a request. In essence, our plans provide for "business as usual" with the property.

After a review of the building's age, condition and the current local commercial property market, the NABOR Board of Directors has authorized a bid of \$215K CASH for the property and building contents (to include the furniture and kitchen wares). This, we feel is a fair bid, in the best interests of the County, that ensures the tax payers of Santa Rosa receive commensurate remuneration for what is an outdated facility, limited in its current capacity and parking, and that the community as a whole will continue to enjoy the opportunity to utilize, until such time as a modern, replacement building is constructed.

We respectfully ask consideration of our bid and the continued opportunity to further serve our fellow Santa Rosans in a new role as owners of the building.

If you should have any further questions, please do not hesitate to contact me.

A handwritten signature in cursive script that reads "Sue Rogers".

Sue Rogers, 2013 President  
Navarre Area Board of Realtors®

## Hunter Walker

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**From:** Angie Jones  
**Sent:** Thursday, May 30, 2013 4:36 PM  
**To:** Hunter Walker  
**Subject:** FW: county property in Navarre

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

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**From:** Bubba Drinkard [<mailto:bubbad@srcpa.org>]  
**Sent:** Monday, April 22, 2013 8:46 AM  
**To:** Angie Jones  
**Subject:** RE: county property in Navarre

Angie,

Market value is somewhere between \$ 160,000 & \$ 170,000. Really nothing special, zoned HCD. Let me know if there is anything else we can get for you.

Bubba

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**From:** Angie Jones [<mailto:angiej@santarosa.fl.gov>]  
**Sent:** Thursday, April 11, 2013 11:16 AM  
**To:** Bubba Drinkard  
**Subject:** RE: county property in Navarre

No rush. Sometime next week would be fine. Thanks much.

AJJ

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

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**From:** Bubba Drinkard [<mailto:bubbad@srcpa.org>]  
**Sent:** Thursday, April 11, 2013 11:16 AM  
**To:** Angie Jones  
**Subject:** RE: county property in Navarre

Sorry, been out. Will put something together today.

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5/31/2013

**From:** Angie Jones [mailto:angiej@santarosa.fl.gov]

**Sent:** Tuesday, April 09, 2013 3:47 PM

**To:** Bubba Drinkard

**Subject:** county property in Navarre

Hi, Bubba. The commissioners are considering the sale of the Navarre Community Center (1917 Navarre School Blvd; 19-2S-26-0000-00103-0000), and may put it out for bids. They'd like to know an approximate appraised value. Your site reflects \$161,569. Is there any other information you can add? Thanks.

Angie

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

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

5/31/2013



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No support documentation for this agenda item.

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# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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R. LANE LYNCHARD, District 5

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Angie Jones 

CC: Hunter Walker; DeVann Cook

DATE: May 30, 2013

RE: NACo Prescription Card

At Commissioner Cole's request, I along with Mr. Walker and Mr. Cook, have reviewed a program offered through the National Association of Counties whereby uninsured and underinsured citizens in participating counties may realize savings on prescription drugs. NACo summarizes the program as follows:

*"The NACo Prescription Discount Card Program is a NACo member benefit that can be offered to all of your residents to give them an average of over 25% savings on their prescriptions. There are no age restrictions, no income restrictions and no pre-existing condition restrictions. The resident can just take the card to a participating pharmacy and use it. There is a network of over 65,000 + pharmacies nationwide. The program is for the uninsured and underinsured residents in your county. It cannot be used in conjunction with insurance, however if you have something that you need to pay for out of pocket such lifestyle drugs, vitamins or some diabetic supplies, you may use this card to help you with the expense of those prescriptions.*

*"The card can also be used for most pet medications. 70% of pet medications are human medications. If your pet is taking a medication which is also a human medication, just take the card and the prescription to a participating pharmacy and you will be able to get the discount."*

More information is available at [www.nacorx.org](http://www.nacorx.org)

You are asked to consider Santa Rosa's participation in the program.

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CARVER, DARDEN,  
KORETZKY, TESSIER, FINN,  
BLOSSMAN & AREAUX LLC  
NEW ORLEANS, PENSACOLA

MATTHEW C. HOFFMAN  
PENSACOLA OFFICE

(850) 266-2300  
[mhoffman@carverdarden.com](mailto:mhoffman@carverdarden.com)

June 5, 2013

**Via Email ([angiej@santarosafll.gov](mailto:angiej@santarosafll.gov))**

Angela J. Jones  
Santa Rosa County Attorney  
6495 Caroline Street, Suite C  
Milton, FL 32570

RE: Request for Release of Mortgage  
Hancock Bank v. Riley Brothers Investments, L.L.C., et al (Case No. 2011 CA 000552)

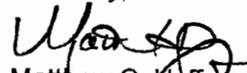
Dear Angela:

Per your request, I am providing this letter as written request for a release of a mortgage granted by Riley Brothers Investments, L.L.C. in favor of Santa Rosa County and recorded on August 7, 2008 in O.R. Book 2847, Page 1494 of the public records of Santa Rosa County, Florida (the "County Mortgage"). Our office represented Hancock Bank ("Hancock") in a foreclosure of a \$799,180.00 mortgage granted by Riley Brothers Investments, L.L.C. in favor of Hancock recorded on February 20, 2009 in O.R. Book 2882, Page 753 of the public records of Santa Rosa County, Florida. (the "Hancock Mortgage") in the above-referenced litigation. At the time Hancock made the loan secured by the Hancock Mortgage, Santa Rosa County entered a Subordination Agreement with Riley Brothers Investments, L.L.C. subordinating the County Mortgage to the Hancock Mortgage, recorded on February 20, 2009 in O.R. Book 2882, Page 752 of the public records of Santa Rosa County, Florida (the "Subordination Agreement"). Copies of the County Mortgage, the Hancock Mortgage, and the Subordination Agreement are enclosed for your reference.

The property subject to the County Mortgage was foreclosed in the above-referenced litigation, and a Certificate of Title to the property has been issued in favor of Hancock. Upon completion of the above-referenced foreclosure litigation, however, it was discovered that Santa Rosa County was inadvertently omitted as party to the litigation. To avoid the time and expense of reopening the litigation to name Santa Rosa County as a party defendant in the lawsuit and foreclose the County Mortgage, we respectfully request a release of the County Mortgage. Pursuant to the Subordination Agreement, the County Mortgage is subordinate to the Hancock Mortgage. Additionally, based on the Final Judgment entered in favor of Hancock in the foreclosure litigation, a copy of which is also enclosed, the amount of that judgment exceeded the value of the property, leaving no additional equity to Santa Rosa County or any other junior lienors.

I am hopeful the enclosed should provide you all necessary information to address this request. If you should need anything further, please let me know. Thank you for your assistance on this matter.

Sincerely,

  
Matthew C. Hoffman

Enclosures

801 W. ROMANA STREET \* SUITE A \* PENSACOLA, FL 32502  
TELEPHONE (850) 266-2300 \* FACSIMILE (850) 266-2301

ENERGY CENTRE \* 1100 POYDRAS ST. \* SUITE 3100 \* NEW ORLEANS, LA 70163  
TELEPHONE (504) 585-3800 \* FACSIMILE (504) 585-3801

**MORTGAGE**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**THIS MORTGAGE**, made the 5 day of Aug, 2008, by and between **RILEY BROTHERS INVESTMENTS, LLC**, a Florida Limited Liability Company, having a mailing address of 5757 Hunters Oak Trail, Milton, Florida 32570, hereinafter called Mortgagor, and **SANTA ROSA COUNTY**, a political subdivision of the State of Florida having an office at 6495 Caroline Street, Milton, Florida 32570 hereinafter Mortgagee.

**KNOW ALL MEN BY THESE PRESENTS**, that for good and valuable consideration, and also to secure the payment of the promissory note even herewith, the sum of \$52,500.00 made by the said Mortgagor payable to the order of the said Mortgagee after date, under the terms set forth in said note (the "Promissory Note" or "Note"), the Mortgagor by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, that certain real estate, situate, lying and being in the County of Santa Rosa, State of Florida, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, royalties, profits income and revenue now and hereafter accruing from and upon the above described real property, including mineral, oil and gas rights and profits, and water and water rights.

**AND** the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said land and every part thereof; that the said land and every part thereof is free from all encumbrances, except for the encumbrances set forth on Schedule A attached hereto and made a part hereof (the "Permitted Encumbrances"). Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that the said Mortgagor does hereby fully warrant the title to said land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever. It being understood and agreed to by and between the parties that immediately prior to the execution of this Mortgage that the Mortgagee transferred title to the Premises to Mortgagor, and Mortgagor's title to the Premises is only as good as the title it received from Mortgagee, and therefore, Mortgagor's warranties and representations only apply to the acts of the Mortgagor that cause an encumbrance or a defect upon the title to the Premises.

This Mortgage is made to secure the payment of the obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise under the terms of the Promissory Note and this Mortgage, and any advancements or disbursements made on account

thereof. The total amount of the indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance secured at one time by this Mortgage shall not exceed a maximum principal amount of \$52,500.00 (or any reduced amount per the terms of the Promissory Note) plus interest and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this Mortgage, with interest on such disbursements as set forth in the Promissory Note.

**PROVIDED ALWAYS**, that if said Mortgagor shall pay unto the said Mortgagee the amounts due under the Promissory Note, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the said Promissory Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

**AND THE SAID MORTGAGOR** does hereby covenant and agree:

1. To pay all and singular the principal, and other sums of money payable by virtue of the said Promissory Note, and this deed, promptly on the day respectively, the same becomes due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said Promissory Note or on this Mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this Mortgage by reason of such default or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on said property no later than 15 days after the Mortgagee's request for same.
3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the cost of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this Mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, plus reasonable fees in the event of an appeal, which costs and fees shall be included in the lien of this Mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said Promissory Note, and this Mortgage, and in the foreclosure of this Mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest be secured by the lien hereof.
4. To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof Mortgagor shall keep all improvements, buildings and personal property situated on the above described land in good state of repair, well painted and waterproofed, and shall promptly pay all costs and expenses thereof.

5. That if any amount payable by the terms of said Promissory Note is not promptly and fully paid within the Cure Period (as hereinafter defined); or if each and every one of the stipulations covenants, agreements and conditions of the said Promissory Note or other obligations, and of this Mortgage, any or either, are not duly and promptly performed, complied with and abided by, within the Non-Monetary Cure Period (as hereinafter defined), the said entire aggregate sum mentioned in the said Promissory Note, shall become due and payable forthwith or thereafter at the option of the Mortgagee as fully and completely as if said sum were originally stipulated to be paid on such day, anything in the said Promissory Note or other obligation or herein, to the contrary notwithstanding.

6. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under the National Bankruptcy Act, or if Mortgagor become the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors (said events hereinafter referred to as an "Event of Insolvency"), and if Mortgagor fails to ratify, cure vacate or stay said Event of Insolvency within 60 days from the happening of said event, then the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this Mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this Mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the mortgaged property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever, source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said mortgaged property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases, and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby Mortgage, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the Mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said Promissory Note and other obligations and in this Mortgage set forth.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said Mortgage debt or otherwise liable for said Mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured,

or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said debt, whether primary or secondary, as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this Mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. Provided Mortgagor is not in default beyond any applicable grace and/or notice periods under the Promissory Note and/or this Mortgage, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof or for conveyance in lieu of condemnations, are hereby assigned and shall be paid to Mortgagor directly, provided Mortgagor agrees to use said funds to repair and/or restore that part of the Premises that was damaged or destroyed by said condemnation or taking, or, if Mortgagor shall not so agree or is unable to so repair and/or restore the Premises such that Mortgagee's security interest in the Premises is not materially adversely affected, then directly to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any reasonable attorney's fees incurred in connection therewith. If Mortgagor is in default under the Promissory Note and/or this Mortgage, beyond any applicable grace and/or notice period, or if the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Property or to the sums secured by this Mortgage.

11. That neither the provisions of this Mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law on any item or items of indebtedness referred to in this Mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interest, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the mortgaged property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.

13. Mortgagor recognizes the monies advanced, evidenced by the note secured by this Mortgage, are loaned to Mortgagor after investigation and Consideration of the credit worthiness and character of Mortgagor and the ability of Mortgagor to pay. If the property or interest

therein is sold or transferred by Mortgagor without Lendor's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for equipment or trade fixtures, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or creation of a lien for the construction of an industrial building. Lendor may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties and income accrued and to accrue from the mortgaged premises, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this Mortgage, it being understood that as long as there is no default by the Mortgagor beyond any applicable grace, cure or notice periods in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, and income accruing from the mortgaged premises or any part thereof.

15. For all monetary defaults under the Promissory Note and/or this Mortgage, Mortgagee must, prior to taking any action as set forth in this Mortgage and/or the Promissory Note, notify Mortgagor that it is in default, and allow Mortgagor a period of five (5) business days from the date of said notice to cure said monetary default (the "Cure Period"). If Mortgagor fails to cure said monetary default within the Cure Period, Mortgagee may then assert any and all rights it is entitled to assert in the case of a monetary default under the terms of this Mortgage and/or the Promissory Note. For all non-monetary defaults under the Promissory Note and/or this Mortgage, Mortgagee must, except if stated to the contrary herein, prior to taking any action as set forth in this Mortgage and/or the Promissory Note, notify Mortgagor that it is in default, and allow Mortgagor a period of thirty (30) days from the date of said notice to cure said non-monetary default (the "Non-Monetary Cure Period"). Mortgagor shall have the right to seek an extension of the Non-Monetary Cure Period and Mortgagee shall grant a reasonable extension thereto, so long as Mortgagor can demonstrate to Mortgagee that Mortgagor is making diligent efforts and progress to cure said non-monetary default; provided that Mortgagor shall not be obligated to grant such extension if Mortgagee's security interest in the Premises will be materially adversely affected thereby. If Mortgagor fails to cure said non-monetary default within the Non-Monetary Cure Period or reasonable extension thereof, Mortgagee may then assert any and all rights it is entitled to assert in the case of a non-monetary default under the terms of this Mortgage and/or the Promissory Note.

16. Except as otherwise required by statute, any notice, demand, request or other communication required or permitted to be given under this Mortgage to the Mortgagor or the Mortgagee shall be in writing, signed by the party giving it and conclusively deemed to have been properly given to and received by the Mortgagor or the Mortgagee as the case may be, and to be effective (a) if hand-delivered against receipt therefor, or by facsimile transmission, on the day on which delivered to the Mortgagor or the Mortgagee, as the case may be, at the respective addresses first above written, or, if such day of delivery is not a business day, on the first business day thereafter, or (b) if sent by registered or certified mail, return receipt requested,

postage prepaid, on the third day after the day on which deposited in any post office station or letter box, addressed to the Mortgagor, or the Mortgagee, as the case may be, at the respective addresses first above written. Addresses for notice to any such party may be changed by written notice to the other parties and to the persons, if any, receiving copies, except that any such notice changing addresses shall not be effective until actually received by the other party(ies).

17. Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" or "Promissory Note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

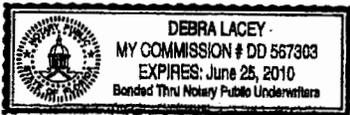
IN WITNESS WHEREOF, the said Corporation has executed these presents by causing its name to be signed and its corporate seal to be affixed hereto this 5 day of Aug, 2008.

RILEY BROTHERS INVESTMENTS, LLC

By: [Signature]  
Shawn P. Riley, Managing Member

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

This foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Aug, 2008, by Shawn P. Riley, as Managing Member for Riley Brothers Investments, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification and did (did not) take an oath.



[Signature]  
Notary Public, State of Florida  
My Commission expires: 6-25-2010  
Commission No.: 00567303

Prepared by and upon  
Recordation return to:  
Thomas V. Dannheisser, County Attorney  
Santa Rosa County Administrative Center  
6495 Caroline Street  
Milton, Florida 32570



MAY 30 2013

KJ

Mr. Adr  
June  
Shawff

Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

**Business Support**  
**Office of Criminal Justice Grants**  
Post Office Box 1489  
Tallahassee, FL 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Rick Scott, Governor  
Pam Bondi, Attorney General  
Jeff Atwater, Chief Financial Officer  
Adam Putnam, Commissioner of Agriculture

7

May 24, 2013

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

Re: Federal Fiscal Year (FFY) 2013 Edward Byrne Memorial Justice Assistance  
Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairman Cole:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2013 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$51,149 funds for use by all units of government within Santa Rosa County. The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note that the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation.

Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. FDLE recommends that the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The Honorable Robert Cole  
May 24, 2013  
Page Two

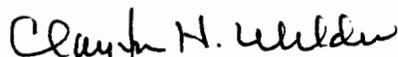
The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's on-line grant management system. Please complete the enclosed Certificate of Participation and return it as soon as possible to:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308  
Attention: Clayton H. Wilder, Administrator

FDLE does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. If you have any questions or if we can provide you with any assistance regarding the JAG Program, please contact me at (850) 617-1250.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/al

Enclosures

cc: Mayors in Santa Rosa County  
Law Enforcement Agencies in Santa Rosa County  
Project Directors in Santa Rosa County

# CERTIFICATE OF PARTICIPATION

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

This is to inform you that the Board of County Commissioners Accepts \_\_\_\_  
Declines \_\_\_\_ the invitation to serve as the coordinating unit of government in the Florida  
Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant  
(JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with  
the Office of Criminal Justice Grants, we have designated the following person:

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

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

E-mail address: \_\_\_\_\_

Agency: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ County: \_\_\_\_\_

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

Sincerely,

Chair, Board of County Commissioners

Rule Reference 11D-9.006 OCJG-024 (Rev. June 2012)

# SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES  
AND RISK MANAGEMENT

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

DEVANN COOK  
DIRECTOR

## MEMORANDUM

**TO:** Hunter Walker  
**FROM:** DeVann Cook *DeVann*  
**SUBJECT:** Workers' Compensation Settlement  
**DATE:** June 4, 2013

Stephen Cypret, previously employed by the Santa Rosa County Sheriff's Department, has several on-going workers' compensation claims. We have reached a tentative settlement agreement for \$50,000.00. This will close all open claims with the Santa Rosa County Self-Insurance program and he will agree not to ever return to work for Santa Rosa County.

**I recommend this settlement.**

**DC/lh**

**cc: A. Jones  
M. Lloyd**

JUN 05 2013



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 29, 2013

Santa Rosa County  
c/o Hunter Walker  
6495 Caroline St., Suite C  
Milton, FL 32570

**RE:**

**Project No.:** 4298651  
**SR Road No.:** 87  
**County:** Santa Rosa  
**Parcel No.:** 701

Dear Mr. Walker:

This letter is in regards to transportation **Project 4298651, Parcel 701**. The enclosed material is pertinent to the acquisition of the **Temporary Construction Easement** that will be needed for this roadway improvement project. The scope of the project includes: Constructing a right turn lane at SR 87 and Munson Hwy. intersection.

The content of this package provides owner notification that the project is commencing and details how the project will impact your parcel. A brochure has been included that details the acquisition process along with your rights as an owner. Also included is a Notice to Owner form which officially notifies the owner that the project is beginning, please keep this copy for your records. Right of way maps highlighting the area of acquisition and construction plans have been included as well. Finally, a copy of Resolution and Temporary Construction Easement necessary to convey the parcel is included in this package.

Parcel 701 is a temporary construction easement containing part of Munson roadway and will be used in association with activities pertaining to construction of the roadway improvement project. The temporary construction easement will terminate upon completion of the project.

Thank you for your time and consideration into this matter and please contact me with any questions or concerns you may have concerning this project and the acquisition of the needed land. I can be reached at: 850-330-1442.

Sincerely,

A handwritten signature in cursive script that reads "Vicky Williams".

Vicky Williams, R/W Agent

08-TE.11-11/00

March 20, 2013

This instrument prepared by,  
or under the direction of,  
Everett F. Jones  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Legal description approved by,  
Ron Gibson

Parcel 701.1  
Item/Segment No. 4298651  
Managing District 3  
S.R. No. 87  
County Santa Rosa

**TEMPORARY EASEMENT**

THIS EASEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Santa Rosa County, Florida, described as follows, viz:

All the rights and interest of Santa Rosa County, Florida, in and to the existing right of way of dedicated and used State Road No. 87 and the existing right of way of portions of other dedicated or maintained streets lying in Fractional Section 34, Township 2 North, Range 28 West, and lying within the required right of way, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4298651, State Road No. 87, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Clerk (or Deputy Clerk)

Santa Rosa County, Florida,  
By Its Board of County Commissioners

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

Its Chairperson  
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced \_\_\_\_\_ as identification.

Affix Seal

\_\_\_\_\_  
(Type/print or stamp name under signature)  
Title or rank (Serial No., if any) \_\_\_\_\_

March 6, 2013

This instrument prepared by,  
or under the direction of,  
Everett F. Jones   
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Parcel 701.1  
Item/Segment No. 4298651  
Managing District 3  
S.R. No. 87  
County Santa Rosa

**RESOLUTION**

ON MOTION of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 87, Financial Project No. 4298651, in Santa Rosa County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Santa Rosa County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has requested that said County grant the State of Florida Department of Transportation permission to construct the project according to current construction plans, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Rosa County, that the request of the State of Florida Department of Transportation to construct the project according to current construction plans is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Santa Rosa County, Florida at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk  
Board of County Commissioners  
Santa Rosa County, Florida

**No support documentation for this agenda item.**

No support documentation for this agenda item.

MAY 17 2013 Adm  
BU



12

# MEMORANDUM

## ELECTION OF SECOND VICE PRESIDENT

To: County Board Chairpersons, Parish Presidents, Borough Mayors,  
County Judges and Elected County Executives  
From: Chris Rodgers, NACo President  
Date: May 3, 2013  
Subject: Voting Credentials – 2013 Annual Conference

NACo is preparing for the 78th Annual Conference to be held July 19-22, 2013, in Tarrant County, TX. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

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

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

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

Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 28.**

If you are not planning to register for the conference, you do not have to turn in the credentials form.

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

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

AKPalicz@naco.org

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

## Hunter Walker

---

**From:** Austin Hardcastle [austinhardcastle@gmail.com]  
**Sent:** Thursday, June 06, 2013 12:29 PM  
**To:** Hunter Walker  
**Subject:** Run for Water Proposal 2013  
**Attachments:** Run for Water 2013 Proposal.pdf

Mr. Walker,

My name is Austin Hardcastle. We met last year concerning the Run for Water, a 5k I put on with the Pea Ridge Running Club. We are working on planning again. I've attached a proposal with all of the information for the run concerning road usage, law enforcement, and insurance. I was hoping you could get it on the agenda to get it approved by the board. Please let me know if you have any questions.

Thank you!

Austin Hardcastle  
850-503-3053

6/6/2013

# Run for Water 5k Request/Information

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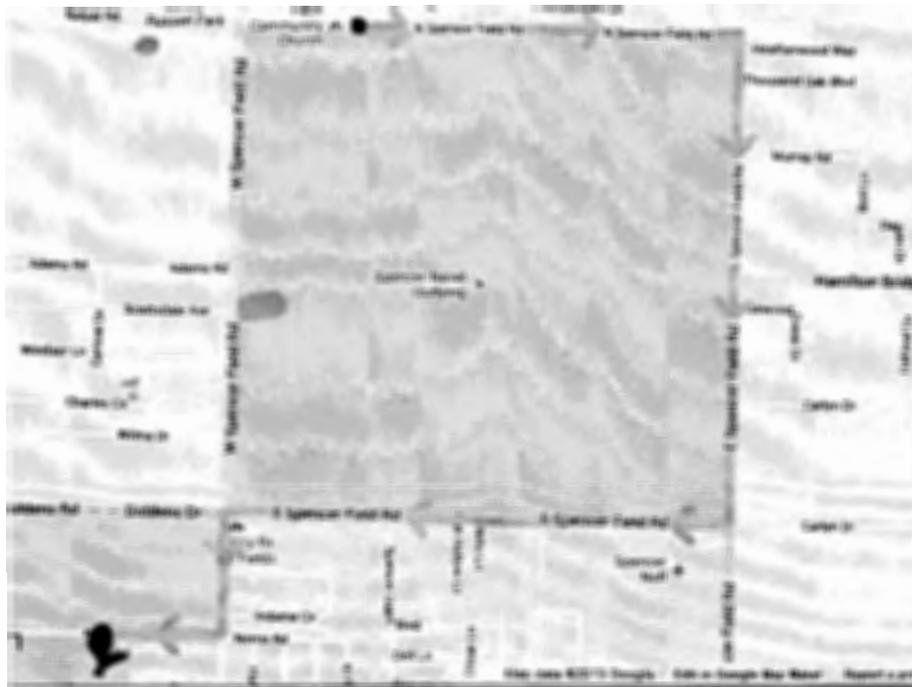
## Description

- This is a second annual run to raise money for a well in Haiti through Living Water International.
- The run is scheduled for September 14, 2013 with an official start time of 7:30am.
- We are planning for about 250-300 runners; last year we had 180.
- With a registration fee of \$20 and potentially all of our expenses paid for by sponsors, we hope to raise \$5,000- the cost of one well.

## Requests

We are requesting the use of North, East, South, and West Spencerfield Roads and Norris Road from 7:30am to 8:30am on September 14, 2013.

The roads would be reopened as soon as all runners have passed. The course begins at Pace Community Church and ends at Pace High School.



## **Additional Information**

**Law Enforcement-** We will be in contact with the Sherriff's Department. Last year, they were able to provide us with all of the traffic control that we needed.

**Insurance-** Last year we purchased an insurance plan through Thompson Walden Insurance that provided a \$2 million limit. We are looking at something similar this year.

**Organization-** We are raising money to donate to a project started by us through Living Water International. Living Water has been completing thousands of projects across the globe for 20 years in many different low-income countries.

Thank you for your consideration!

Austin Hardcastle  
850-503-3053

No support documentation for this agenda item.



# SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary  
Engineers Report  
June 10, 2013

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

This is a Preliminary check list:

The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for June 13, 2013 at 9:00 a.m. in Milton, Florida.

1. Discussion of Work Order No. 003 to Hatch Mott MacDonald for T-Hangar project. (Attachment A)
2. Discussion of Task Order 29 to CH2M Hill for Fairpoint water main rehabilitation project. (Attachment B)
3. Discussion of awarding landfill bulldozer maintenance to Beard Equipment in the amount of \$10,421.12. (Attachment C)
3. Discussion of acceptance of the paving of Romano Street performed during the construction of Avalon Landing RV Park Phase II. Romano Street was previously a county maintained dirt road.

Romano Street 277 LF±



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

**MEMORANDUM**

June 5, 2013

TO: Hunter Walker  
County Administrator

FROM: Michael Schmidt *MWS*  
Assistant County Engineer

THROUGH: Roger Blaylock *Rog*  
County Engineer

RE: Peter Prince Airport  
T-Hangar Construction

- The latest edition of the Florida Building Code (FBC) which took effect on 2011, has introduced changes to the classification and requirements for T-hangars, relative to their use and occupancy, fire separation, fire protection and allowable maximum floor area per single fire area. It also requires that they are assessed in conjunction with the requirements of the Florida Fire Prevention Code. These changes have potential substantial cost implications. However, the FBC also allows numerous exceptions and modifications to the referenced requirements. Due to the complex nature of these requirements, it is recommended the County consult an architectural professional in order to make sure that the design-build documents are prepared to meet all the requirements within the code, but also that the design is the most cost effective configuration. These design requirements need to be incorporated into the design-build documents to obtain accurate comparable cost effective bids and to reduce or minimize potential construction change orders.
- FDOT, the funding agency for this T-Hangar project, is in the process of finalizing a new Florida Statewide Design Standards and Guidelines for T-Hangar Projects. Under this new guidelines, it also will require T-Hangar projects to be compliant to the National Fire Protection Agency's Standards for Aircraft Hangars or NFPA 409. A thorough understanding of this standards, its applications and allowable exceptions is essential to minimize unnecessary construction costs, thus maximizing the number of T-Hangar units that can be built under current funding. Knowledge of the forthcoming new FDOT Standards is advantageous to the County, in developing the required bid documents for this T-Hangar project and in coordinating with the funding agency. Hatch Mott MacDonald assisted the FDOT Aviation Office in developing the draft Statewide Design Standards and Guidelines for T-Hangar Projects.

- Santa Rosa County is currently on its final stage of developing the new Airport Minimum Standards for Aeronautical Services and the Airports Rules and Regulations for Peter Prince Field. Both documents contain specific standards and regulations pertaining to the use, occupancy and standards for T-Hangars. Coordination of these documents and the design-build specifications for the proposed T-hangars are necessary to ensure the intent of the Minimum Standards and Rules & Regulations are not compromised.
- The Engineering staff has identified concerns regarding specific components on existing T-hangar structures, which tend to require costly regular replacement and/or frequent repairs. As part of its initiative to lower maintenance costs, it is the Engineering Department's intent to allow Hatch Mott MacDonald's extensive hangar experience, to review and enhance and reinforce the existing T-Hangar performance specifications to address durability and maintenance issues on specific hangar components. This will assist in ensuring that bids received from Contractors include specific performance criteria that will address the afore-mentioned concerns and not simply be based on manufacturer's minimum standards to submit lowest possible bid cost.
- The new associated East apron access taxiways and surrounding storm-water infrastructure, including the new retention pond were recently completed. The design of the proposed new T hangar will need to be coordinated with these recently completed facilities. Hatch Mott MacDonald, who designed these improvements will be able to facilitate the required coordination for the proposed T-hangar structures, ensuring design intent of the over-all plan for the East apron area is maintained.

It is my recommendation the Board discuss Hatch Mott MacDonald's proposal in the amount of \$14,740.00

MWS/sjp

Enc.

**WORK ORDER No. 003**

Dated: \_\_\_\_\_, 2013

This Work Order is issued between **HATCH MOTT MacDONALD FLORIDA, LLC** ("CONSULTANT") and the **Santa Rosa County** ("COUNTY") pursuant to the Contract for Professional Engineering and Design Services between the parties dated December 08, 2011.

**BACKGROUND:**

The Santa Rosa County has executed a Joint Project Agreement with FDOT for the construction of two (2) single row T hangar structures on the East Apron at Peter Prince Field. The Consultant, Hatch Mott MacDonald (HMM) has been requested to provide the required services to develop the associated Performance based Technical Specifications for the T Hangar Structure and associated "As needed" services.

**SCOPE OF SERVICES TO BE PERFORMED:**

Hatch Mott MacDonald will provide the following services to assist the Santa Rosa County with the general layout, performance based Technical Specifications and other "As Needed" services for the new T Hangar structures on the East Apron at Peter Prince Field.

**Task 1, Performance-Based Technical Specification- Design Phase**

1. Review existing preliminary design, SRC standard T hangar documentations and specifications, and other associated project data.
2. Review design approach and intent with Santa Rosa County Building Code Official(s).
3. Review scope of work and clarify project design requirements.
4. Develop performance-based T Hangar technical specifications based on having the manufacturer of the building complete final design and permitting of the building (Note: A specific detailed building design will not be prepared.)
5. Coordinate T hangar floor slab and apron with recently completed existing access taxiways construction and storm drainage plan for the site.
6. Prepare T Hangars general layout
7. Prepare probable construction cost.
8. Develop Project Schedule

**Task 2, Project Coordination**

1. Provide project coordination/interface services with Sponsor, Funding Agency and County Code Compliance office.
2. After the Contracts have been executed by the Sponsor, issue copies to FDOT (funding agency).
3. Contact/Coordinate with FDOT for permission to issue a Notice to Proceed (NTP).
4. Assist Sponsor in preparing responses or required documentations to funding agency's project enquiries.

**COMPENSATION:**

Our lump sum fee for the afore-mentioned scope of services for the Peter Prince Field T-Hangar Structure Performance-based specifications and related services is **\$ 14,740.00.**

Detailed summary of hours and fees for the afore-mentioned scope:

Task Description	Total Hours	Total Fees
Task 1 Performance-based Tech. Specs-Des. Phase	84	\$ 12,240
Task 2, Project Coordination, Funding Agency (FDOT) and Code Compliance Office interface	12	\$ 2,000
Sub – Total	96	\$ 14,240
Expenses (prints, copies, etc.)		\$ 500
Grand Total		\$ 14,740

**Deliverables:**

- Provide Sponsor with eight (8) hard copies of the T-Hangar Performance Based Specification and general layout drawings (i.e. floor plan, elevations) for inclusion to the bid package.
- Provide two (2) CDs with electronic copy of the T-Hangar Performance Based Specification and general layout drawings in PDF.

**As Needed Services:**

As part of this Work Order, Hatch Mott MacDonald is also to provide professional services based on “As Needed” basis during the various phases of this project. The “As Needed” services may include the following:

1. Attend Pre-bid Conference as scheduled by the Sponsor and prepare Minutes of the pre-bid conference for issuance to all meeting attendees and contract document holders.
2. Prepare and provide responses to questions from potential bidders and issue corresponding addendum (if required).
3. Prepare conformed copies of the contract documents and coordinate Contractor’s execution of the contract.
4. Review for compliance with the design concept of the project and compliance with the information given in the construction contract documents, all detailed construction shop drawings and material samples submitted by the Contractor.
5. Provide general consultation and advice to Sponsor with respect to the construction of the project, when requested.
6. Conduct periodic observation of the construction efforts when requested by County staff. HMM to provide the minimum level of construction observation and substantial completion site visit required for certification of completion to each regulatory agency.
7. Attend funding agency’s site inspection(s) during construction.
8. Perform final inspection with representative of the Sponsor and appropriate governmental agencies of the completed project.

**Schedule of Rates:**

Compensation for the “As Needed” services shall be on an hourly basis based on the schedule of hourly rates herein.

Employee Classification	Hourly Rate
Principal Project Director	\$ 225.00
Senior Project Manager	\$ 190.00
Sr. Project Engineer	\$ 155.00
Project Engineer / Architect	\$ 105.00
Engineer I/II	\$ 100.00
CAD Technician II	\$ 80.00
Administrative Assistant III	\$ 45.00

The following rates are specific for this Work Order only and are valid through December 31, 2013. In addition, should additional services be required beyond those described in this Scope of Services, additional fees will be required and will be negotiated based on the afore-mentioned schedule of hourly rates.

For budgetary purposes, an allowance of Not to Exceed amount of \$ 15,000 is established for the afore-mentioned "As Needed" services. Hatch Mott MacDonald will perform such services based on documented request(s) from County staff.

As part of this task order, the County will make available, in both hard copy and electronic format the following information:

- Relevant County Bid Front End Sections.
- Peter Prince Airport T- Hangar Standards (if existing)
- Existing Site Services/Underground Utilities Plan

**TIME OF PERFORMANCE:**

Once written authorization to proceed is received, we can commence this assignment immediately. In order to support and meet the Santa Rosa County's objective on this East Apron T-Hangar Project, we hereby propose a project schedule for the following major components of this assignment.

- Notice to Proceed – 1 day
- Review of existing SRC T- Hangar specs & other relevant documentations – 1 week
- Develop and submit draft performance-based technical specifications and general layout – 2 weeks
- Review by SRC – 1 week
- Finalize T Hangar performance based specifications and general layout – 1 week

**Exclusions:**

- Detailed Architectural and Engineering construction drawings
- Geotechnical Services
- Surveying
- Electrical and Plumbing
- Testing and Commissioning

**Other Considerations:**

Based on the initial discussions with the County and Office of the Building Official, this project will be designed primarily based on the S-2, Group III Aircraft Hangar Occupancy Classification with a maximum single fire area of 12,000 sq. feet. Fire areas shall be separated by 2 hour fire walls and no fuel is dispensed with the designated hangar floor areas. As such, provisioning of a water sprinkler system is not part of the current scope of this project.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ATTEST:

\_\_\_\_\_

**HATCH MOTT MacDONALD FLORIDA, LLC**

By \_\_\_\_\_  
David Skipper, Vice- President

ATTEST:

\_\_\_\_\_

**Santa Rosa County**

By \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

## Fairpoint Line Breaks

1. December 9, 2005
2. December 27, 2006
3. November 7, 2007
4. September 30, 2009
5. July 14, 2010
6. November 11, 2010
7. February 7, 2011
8. September 26, 2011
9. October 3, 2011
10. March 7, 2012
11. April 2, 2012
12. April 13, 2012
13. August 29, 2012
14. September 12, 2012
15. October 30, 2012
16. January 30, 2013
17. February 8, 2013
18. March 6, 2013
19. May 6, 2013
20. May 30, 2013
21. June 3, 2013



## **Task Order 29**

**THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 2000 AS AMENDED, FOR THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO**

### **Professional Engineering and Consulting Services for the Navarre Beach Potable Water Main Rehabilitation Project**

#### **Article A. Purpose**

Santa Rosa County's Navarre Beach Utilities (CLIENT) owns and operates the potable water system on Navarre Beach, FL. In the late 1990's, CLIENT constructed a potable water main that connected the storage and distribution system on Navarre Beach to the Fairpoint Water System. This connection included approximately 2,500 linear feet of 16-inch-diameter polyvinyl chloride (PVC) installed along the east side of State Road 87, the north side of Highway 98, and within a casing as the route crosses Highway 98. The main is within the Florida Department of Transportation (FDOT) right-of-way. Starting in 2005, there have been at least twenty-two (22) documented failures at the joints along this section of the main. The exact cause of these failures is not known but it appears that it originates from a crack that develops in the pipe.

The purpose of Task Order 29 is to authorize and direct CH2M HILL to provide professional engineering services to prepare drawings, specifications, and other bid documents, and provide services during the bidding and construction phases. A description of the scope of engineering services is provided below.

#### **Article B. Scope of Services**

##### **Task 1-- Rehabilitation Details**

As part of Task 1, CH2M HILL will develop a draft (90-percent complete) bid package to include contract documents, drawings, and specifications. CH2M HILL will submit copies of the draft documents to the CLIENT for review. CH2M HILL will then incorporate the comments from the review into the final bid package and submit to CLIENT.

##### **Deliverables**

Under this Task, CH2M HILL will deliver to CLIENT the following items:

- Four (4) hard copies of draft bid documents, including drawings and specifications. CH2M HILL will also provide an electronic version of the drawings in PDF format.
- Three (3) hard copies of the final Construction Documents, consisting of 11-by 17-inch drawings and technical specifications. CH2M HILL will also provide an electronic version of the drawings in PDF format.

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## **Task 2–Bid Phase and Construction Services**

### **Bid Phase Activities**

CH2M HILL will prepare an advertisement for the project for the CLIENT to publicize. CH2M HILL will furnish copies of the final construction documents to prospective bidders, equipment suppliers, or other interested parties at a reasonable cost paid by the recipients.

If necessary, CH2M HILL will produce addenda to the contract documents to address questions and changes discovered during the bid phase.

CH2M HILL will attend the bid opening and tabulate the bid proposals, perform an analysis of the bids, and make a recommendation to the CLIENT for award of the contract pending legal review.

### **Deliverables**

Under this subtask, CH2M HILL will deliver to the CLIENT the following items:

- Two (2) addenda, as necessary
- Bid tabulation and recommendation of award

### **Services During Construction and Project Closeout**

CH2M HILL will provide overall construction administration services and act as CLIENT's representative for construction phase activities. The services that are to be provided are listed below.

#### **Construction Administration**

CH2M HILL will verify that the required permits, bonds, and insurance have been obtained and submitted by the Contractor. CH2M HILL shall review the Contractor's applications for payment and the accompanying data and schedules. Such review shall only indicate an evaluation that, to CH2M HILL's knowledge, information, and belief, the work has progressed to the point indicated and the quality of such work is in general accordance with the Contract Documents.

CH2M HILL will coordinate the written communications among the Contractor, CH2M HILL, and CLIENT during construction. CH2M HILL will prepare written communications to the Contractor and provide recommendations to CLIENT for written communications between CLIENT and Contractor.

#### **Submittal Review**

CH2M HILL shall review, or take other appropriate action, shop drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit, for general compliance with the Contract Documents.

#### **Requests for Information (RFI)**

CH2M HILL will review the Contractor's RFIs and provide clarification of the contract for construction. CH2M HILL will coordinate such review with the design team and with CLIENT, as appropriate. CH2M HILL will coordinate and issue responses to the requests. CH2M HILL will log and track the Contractor's requests.

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### ***Site Visits***

CH2M HILL shall make visits to the site to attend the preconstruction meeting and monthly construction progress meetings, as well as additional visits at key milestones during construction. The object is to assist in observing the progress and quality of the executed work of the Contractor and to assist in determining, in general, if such work is proceeding in accordance with the Contract Documents. The schedule of these site visits is anticipated to be such that it can maximize the purpose of the visit at key points during construction.

### ***Interpretation and Claims***

CH2M HILL shall advise CLIENT as to interpretations and clarifications of the Contract Documents and, in connection therewith, prepare customary change orders as required. CH2M HILL will receive, log, and notify CLIENT about letters and notices from the Contractor concerning claims or disputes between the Contractor and CLIENT pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. CH2M HILL will review such letters and notices and will discuss them with the Contractor as necessary to understand each claim or dispute. CH2M HILL will advise CLIENT regarding the Contractor's compliance with the contract requirements for such claims and disputes. CH2M HILL will assist CLIENT in discussions with the Contractor to resolve claims and disputes.

### ***Final Inspections***

CH2M HILL will inspect the construction at the substantial and final completion stages. CH2M HILL will prepare up to two (2) separate punch lists of items requiring completion or correction. CH2M HILL will make recommendations to CLIENT regarding acceptance of the work based on the results of the final inspection.

### ***Record Drawings and Certifications***

CH2M HILL will coordinate the Contractor's submittal of as-built drawings, specifications, and other as-built or record documents and transmit these to CLIENT. CH2M HILL will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. Three (3) hard copies and one (1) CD with pdf-format drawings will be submitted to the CLIENT.

### ***Assumptions and Specific Conditions***

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to CLIENT a completed set of construction documents, contract documents, plans, and specifications of sufficient detail to obtain a reasonably accurate bid for services to construct the proposed improvements and for the Contractor selected to be able to construct the facility and to monitor the construction of the project, and to provide post-construction services.

#### ***Assumptions***

- **Bid Documents.**
  - CH2M HILL will use the CLIENT'S standard "front end" documents previously provided by CLIENT, including bidding instructions, bid form template, general conditions, specific conditions, and bond forms.

- 
- The water main will be rehabilitated by sliplining the existing PVC host pipe with a new high density polyethylene pipe. The rehabilitation will extend from the downstream end of the flow meter at the Fairpoint Connection to the south side of the Highway 90 where the main connects to the High Density Polyethylene, subaqueous pipe.
  - CLIENT will provide operating pressure data for use in the selection of the appropriate pipe pressure rating.
  - It is assumed that the proposed carrier pipe will have a maximum internal diameter of between approximately 10 and 12 inches depending on the HDPE pipe selected. It is also assumed that a hydraulic analysis of the Fairpoint water main and the proposed carrier pipe to estimate the reduced flow capacity will not be required and therefore is not included in this scope of work.
  - The as-built drawings of the existing PVC water main and any data accumulated by CLIENT during the leak repairs on the main will be used to design the rehabilitation work and as a base drawing from preparing the construction drawings. Surveying and soil borings are assumed to not be required and are not included in this scope of work.
  - **Bid Services.**
    - The project is anticipated to bid as a single project, inclusive of all aspects of the Final Construction Documents, and does not include the prequalification of contractors prior to the bid advertisement.
    - The inquiry period for Bidders will be limited to the time specified by CLIENT, which is assumed not to exceed 30 calendar days.
    - Up to two (2) addenda will be prepared to address modifications or changes to the Contract Documents.
    - CLIENT will provide the final contract documents and coordinate the execution with the selected contractor.
  - **Opinions of Cost.** Opinions of costs are not included in this scope of services.
  - **Litigation Services.** Services for participation in litigation or alternative dispute resolution of claims, preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project and services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT are not a part of this proposal.
  - **Services During Construction.**
    - CH2M HILL will conduct a Pre-Construction meeting as part of the scope of work. During the pre-construction meeting, the Contractor will provide the project schedule that is anticipated for construction. The time required by the Contractor to construct improvements will not exceed 3 months from issuance of the Contractor's Notice to Proceed until substantial completion of construction activity and 1 additional month to obtain final completion of construction activity.

- CH2M HILL will conduct up to 6 site visits during the duration of the construction, which includes project status meetings periodic site visits to observe the construction progress.
- CH2M HILL assumes a maximum of two (2) change orders during construction.
- CH2M HILL will review up to 3 submittals from the Contractor, with up to one (1) resubmittal for each.
- CH2M HILL will not have control of or be in charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction or safety programs and precautions in connection with the work.
- CH2M HILL will not be responsible for the acts or omissions of the CONTRACTOR, the CONTRACTOR's subcontractors, or any other persons performing any of the work, or for failure of any of them to carry out the work in accordance with the Contract Documents.

## Preliminary Drawing List

### PRELIMINARY DRAWING LIST

Sheet	Title
1	Cover Sheet
2	Index to Drawings and Project Map
3	Legend and Notes
4	Rehabilitation Plan -1 of 2
5	Rehabilitation Plan - 2 of 2
5	Rehabilitation Details
6	Rehabilitation Details

## Article C. Compensation Provisions:

As compensation for providing the services described within Task Order 29, CLIENT shall pay CH2M HILL in accordance with Article 2 of the February 24, 2000, Agreement, based on CH2M HILL's Salary Costs plus 115 percent of CH2M HILL's Salary Costs for the actual time worked on the PROJECT, plus Direct Expenses plus 5 percent of Direct Expenses incurred for the Project. The budget ceiling for the project will be \$53,400, which shall not be exceeded without a revision to Task Order 29. The estimated breakdown per task is summarized below:

Task 1- Prepare Design and Construction Documents	\$33,600
Task 2-Bid Phase and Construction Services	\$19,800

CH2M HILL will keep CLIENT informed of progress so that the budget and/or work effort can be adjusted if found necessary.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay CH2M HILL beyond these limits. When any budget has been increased, CH2M HILL's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

**Article D. Period of Service:**

The proposed schedule and milestone dates for the Project within Task Order 29 are as follows:

Authorization to Proceed	June 15, 2012
Termination of Task Order	January 31, 2014

**Article E. Authorized Representatives:**

THE AUTHORIZED REPRESENTATIVES DESIGNATED BELOW ARE AUTHORIZED TO ACT WITH RESPECT TO TASK ORDER 29. COMMUNICATIONS BETWEEN THE PARTIES AND BETWEEN CH2M HILL'S SUBCONTRACTORS SHALL BE THROUGH THE AUTHORIZED REPRESENTATIVES:

For the BOCC of Santa Rosa, Florida	For CH2M HILL
<b>Name:</b> Roger Blaylock, County Engineer	<b>Name:</b> William J. Klaus, P.E.
<b>Address:</b> 6065 Old Bagdad Highway, Milton, Florida, 32583	<b>Address:</b> 25 W. Cedar Street Pensacola, Florida 32502
<b>Telephone:</b> (850) 981-7100	<b>Telephone:</b> (850) 438-2740 ext. 59139

**Article F. Authorization:**

Task Order 29 is effective	
Accepted for CLIENT by:	Accepted for CH2M HILL by:
<b>Name:</b>	<b>Name:</b> Jonathan Childs, P.E.
<b>Title:</b>	<b>Title:</b> Operations Manager

\*\*\*\*\* End \*\*\*\*\*



**SANTA ROSA COUNTY ENGINEERING  
ENVIRONMENTAL DEPARTMENT**

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

Roger A. Blaylock, P.E.  
County Engineer

Jerrel Anderson, P.E.  
Environmental Manager

# Memo

**To:** Hunter Walker, County Administrator  
**From:** Jerrel Anderson, P. E., Environmental Manager JJA  
**Thru:** Roger Blaylock, P.E., County Engineer RB  
**Date:** May 31, 2013  
**Re:** Bull Dozier Repair – Central Landfill

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**Background:** The Komatsu 39 is a small, site work bull-dozier which we use primarily for grading and shaping side slopes. As landfill elevations and associated slopes are constantly changing, this is a high use machine.

**Situation:** The undercarriage is worn and requires replacement. Quotes are as follows;

Quotes Received;

Thompson	\$12,345.16
Tractor and Equipment	\$10,672.02
Beard	\$10,421.12

**Recommendation:** Award bull-dozier maintenance (undercarriage replacement) to Beard for \$10,421.12

JA/am

No support documentation for this agenda item.



# Public Services Committee

**Chaired by:**  
Lynchard & Williamson

**Meeting:**  
June 10, 2013, 9:00 A.M.

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## AGENDA

### Emergency Management

1. Recommend modification of Homeland Security Grant agreement in order to extend allowable time for expenditure, and authorization for chairman to sign all related documents.
2. Recommend approval for the submission of a citizen Corp grant in the amount of \$15,000, with 'in-kind' services providing the match requirement.

### Development Services

3. Recommend approval of the SHIP mortgage subordination request for the property located at 3844 Hazel Godwin Road, Jay.
4. Recommend approval of the SHIP mortgage subordination request for the property located at 5104 Bradford Drive, Pace.
5. Recommend approval of the interlocal agreement with Escambia County for the Veterans Transportation Initiative Grant and authorize the chairman to sign all related documents.
6. Recommend approval of the vehicle lease agreement with Pensacola Bay Transportation.
7. Discussion of section 5310 Capital Assistance Grant application update.

# Department of Public Services

Santa Rosa County, Florida  
6051 Old Bagdad Highway, Suite 202  
Milton, Florida 32583  
www.santarosa.fl.gov

Office: (850) 981-7040 Fax: (850) 623-1208

**Tony Gomillion, Director**



To: Santa Rosa County Board of County Commissioners  
From: Sheryl Bracewell, Director, Emergency Management  
Re: Modification to Homeland Security Agreement  
Date: June 10, 2013

## **RECOMMENDATION**

Request approval to modify grant agreement No. 12-DS-9Z-01-67-01-499 which extends the agreement until June 30, 2013 and authorize the Chairman to sign all related documentation.

## **BACKGROUND**

The total amount of money allocated through this grant was \$39,500. To date we have expended approximately \$34,735 and requesting the extension in order to purchase EOC enhancements with balance of unspent funds in the amount of \$4,765.

## **COMPLETION**

The project will be managed by DEM. Original documents have been forwarded to the BOCC for signature.

Animal Services  
Hamilton  
Crim Director

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

Building Inspections &  
Code Compliance  
Rhonda C. Royals  
Building Official

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

Emergency Management  
Sheryl Bracewell  
Director

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

Community Planning,  
Zoning & Development  
Rebecca Cato  
Director

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

Veterans Services  
Karen Haworth  
Director

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

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

# Department of Public Services

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



**Tony Gomillion, Director**

To: Santa Rosa County Board of County Commissioners  
From: Sheryl Bracewell, Director, Emergency Management  
Through: Tony Gomillion, Director, Public Services  
Re: Citizen Corps Sub-Grant  
Date: June 10, 2013

## **RECOMMENDATION**

Request approval to submit a grant application to the Florida Division of Emergency Management for funding in the amount of fifteen thousand dollars (\$15,000.00) and authorize the Chairman to sign all related documentation. The required match will be provided as 'in-kind' services.

## **BACKGROUND**

Emergency Management established a Citizen Corps program in August 2005. The purpose of this grant is to continue the program and support the participating volunteer groups already established within Santa Rosa County. These volunteer groups provide additional response capabilities throughout the county. The funds requested would cover the costs for training, supplies and equipment to maintain these groups.

## **COMPLETION**

The Citizen Corps project will continue to be managed by DEM staff.

Public Services  
Hamilton  
Interim Director

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

Building Inspections &  
Code Compliance  
Rhonda C. Royals  
Building Official

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Veterans Services  
Karen Haworth  
Director

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Milton, FL 32583  
(850) 981-7155

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



# Santa Rosa County Development Services



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

**Tony Gomillion**  
Public Service Director

**Rhonda C. Royals**  
Building Official

**TO:** Board of County Commissioners

**FROM:** Erin Malbeck  
Housing Program Coordinator

**THROUGH:** Beckie Cato

**DATE:** June 3, 2013

**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Second Mortgage Subordination Request  
3844 Hazel Godwin Rd, Jay, FL 32565  
37-5N-30-0000-01619-0000

**RECOMMENDATION:**

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$125,750.00

**BACKGROUND:**

SHIP Second Mortgage: \$7,404.00  
Recorded: 7/11/2008  
Purpose: SHIP Substantial Rehabilitation Program

Proposal is to reduce the annual interest rate on the first mortgage from 6.375% to 3.250%.

Current monthly principal and interest: \$804.17  
Proposed monthly principal and interest: \$547.28

The refinance and subordination request meets established guidelines and will:

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



# Santa Rosa County Development Services



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

**Tony Gomillion**  
Public Service Director

**Rhonda C. Royals**  
Building Official

**TO:** Board of County Commissioners

**FROM:** Erin Malbeck  
Housing Program Coordinator

**THROUGH:** Beckie Cato

**DATE:** June 3, 2013

**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Second Mortgage Subordination Request  
5104 Bradford Dr, Pace, FL 32571  
02-1N-29-0595-00B00-0130

**RECOMMENDATION:**

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$124,000.00

**BACKGROUND:**

SHIP Second Mortgage: \$7,500.00  
 Recorded: 6/19/2007  
 Purpose: SHIP Substantial Rehabilitation Program

Proposal is to reduce the annual interest rate on the first mortgage from 5.930% to 2.875%.

Current monthly principal and interest: \$824.15  
 Proposed monthly principal and interest: \$848.89

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

**Note:** The monthly mortgage rate will be increasing due to the fact that the homeowner will be going from a 30 year fixed rate to a 15 year fixed rate



# Department of Public Services

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



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Shawn Ward, Transportation Planner  
**THROUGH:** Beckie Cato, Planning Director  
**DATE:** June 3, 2013  
**RE:** Veterans Transportation and Community Living Initiative Grant

## RECOMMENDATION

That the Board adopt the attached interlocal agreement with Escambia County to allow the filing of the Federal Section 5309, Veterans Transportation and Community Living Initiative (VTCLI) grant application and related documents with the Federal Transit Administration.

## BACKGROUND

On April 11, 2013, the Board approved staff to develop an interlocal agreement with Escambia County for submission to the Federal Transit Administration to allow the filing of the Federal Section 5309, Veterans Transportation and Community Living Initiative (VTCLI) grant application and related documents with the Federal Transit Administration. In July 2012, Santa Rosa County was selected to receive a Federal Transit Administration, Veterans Transportation and Community Living Initiative (VTCLI) grant. The award amount is \$222,387 coming from Federal Section 5309 funding. The grant is to purchase scheduling software and hardware for the Community Transportation Coordinator, Pensacola Bay Transportation, in order to provide more efficient demand service passenger trips within both Escambia and Santa Rosa County.

Escambia County was the direct recipient of a Federal Section 5307: State of Good Repair grant which also included funding for scheduling software and hardware for the Community Transportation Coordinator, Pensacola Bay Transportation. By utilizing the VTCLI grant with the State of Good Repair grant, a regional effort with a greater impact is feasible.

Typically Section 5309 funds are only available to the FTA designated recipients which for our area is Escambia County; however, this grant was made available to everyone. In order to receive the federal funds one must be registered with FTA as a grantee. Santa Rosa County is not an FTA registered grantee but Escambia County is.

**Animal Services**  
Dominic Persichini  
Director

4451 Pine Forest Road  
Milton, FL 32583

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

6051 Old Bagdad Hwy, Ste 202  
Milton, FL 32583

**Emergency Management**  
Sheryl Bracewell  
Director

4499 Pine Forest Rd  
Milton, FL 32583

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

6051 Old Bagdad Hwy, Ste 202  
Milton, FL 32583

**Veterans Services**  
Karen Haworth  
Director

6051 Old Bagdad Hwy, Ste 204  
Milton, FL 32583

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**Next Steps**

If approved by the Board, staff will work with Escambia County and Pensacola Bay Transportation to implement the grant by purchasing scheduling software and hardware.

**Animal Services**  
Dominic Persichini  
Director

4451 Pine Forest Road  
Milton, FL 32583

**Building Inspections & Code  
Compliance**  
Rhonda C. Royals  
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Milton, FL 32583

**Veterans Services**  
Karen Haworth  
Director

6051 Old Bagdad Hwy, Ste 204  
Milton, FL 32583

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

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND  
ESCAMBIA COUNTY FOR FEDERAL TRANSIT ADMINISTRATION  
GRANT FUNDING**

This Interlocal Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

**WITNESSETH:**

**WHEREAS**, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa are designated planning areas jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two county area; and

**WHEREAS**, as part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity within the two county area; and

**WHEREAS**, this region of the Gulf Coast, in the panhandle of Florida, is home to a large population of veterans and active duty military and their families. Several military installations are located here: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field; and

**WHEREAS**, Santa Rosa was selected to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), as authorized by 49 U.S.C.A. §5309, as amended by Section 3011 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU), Pub. L. 109-59; and

**WHEREAS**, Escambia is a direct recipient eligible to receive federal funding from the FTA and is eligible to receive said VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth herein; and

**WHEREAS**, Escambia shall utilize said grant funding in accordance with the terms set forth herein to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC.

**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.** Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize VTCLI grant funding from the FTA for eligible projects and expenditures.

**Section 3. Responsibilities of the Parties.**

a) Escambia County shall:

1. Serve as the direct recipient of VTCLI grant funding awarded by the FTA.
2. Submit necessary applications to the FTA for VTCLI grant funding.
3. Adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
4. Provide reports, certifications and assurances as required by the FTA.

b) Santa Rosa County shall:

1. Serve as the sub-recipient of VTCLI grant funding awarded by the FTA.
2. Assist the recipient in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
3. Provide reports, certifications and assurances as required by the FTA.

**Section 4. Program Funding.** VTCLI grant funding as referenced herein is solely available subject to an award from the FTA. Any local matching contribution will be provided by the Florida Department of Transportation using Toll Credits for capital purchases. Escambia or Santa Rosa shall not be required to contribute matching funds. Escambia shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event the FTA should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither Escambia nor Santa Rosa shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by the FTA.

**Section 5. Use of Funding.** VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost-effective community transportation service within the two county area.

**Section 6. Program Records.** Escambia assumes responsibility for maintaining all records and documentation related to the Program associated with this Agreement. Further, such records shall be readily available to Santa Rosa, its representatives and designated agents, the Federal Transit Administration, its authorized representatives and designated agents, and any such other duly authorized parties requiring access to such records. Escambia shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Escambia shall cooperate with Santa Rosa to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**Section 7. Liability.**

a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Santa Rosa County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or acts against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by parties and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Termination.** As this Agreement is expressly contingent upon the availability of VTCLI grant funding as provided by the FTA, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to the availability of VTCLI grant funds.

**Section 10. Nepotism.** Santa Rosa and Escambia agree to abide by the provisions of §112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

**Section 11. Civil Rights and Anti-Discrimination.**

a) Santa Rosa and Escambia agree to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement shall be free of discrimination against their employees, persons or groups of persons on the basis of race, color, sex or national origin. The provisions of both Civil Rights Acts are incorporated by reference herein.

b) All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa and Escambia accept responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c) Santa Rosa and Escambia will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include, but not be limited to, the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa and Escambia agree to post in a conspicuous place notices setting forth the provisions of the Equal Employment Opportunity clause.

**Section 12. 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.

**Section 13. 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.

**Section 14. 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.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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.

**Section 18. 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:

**Escambia County**  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**Santa Rosa County**  
County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570

**Section 19. 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.

**Section 20. 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 Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 21. 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.

**Section 22. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

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

**Escambia 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: \_\_\_\_\_  
Gene M. Valentino, Chairman

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

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

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

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

(Seal)

**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: \_\_\_\_\_  
Robert A. Cole, Chairman

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

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

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

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

(Seal)

# 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:** Shawn Ward, Transportation Planner  
**THROUGH:** Beckie Cato, Planning Director  
**DATE:** June 3, 2013  
**RE:** Vehicle Lease Agreement with Pensacola Bay Transportation

## RECOMMENDATION

That the Board approve the attached agreement to authorize the County to lease four vehicles to Pensacola Bay Transportation for use in the door-to-door public transportation service. The agreement continues the lease of three vehicles and adds the lease of one new vehicle.

## BACKGROUND

Currently, the County leases three vehicles to Pensacola Bay Transportation for door-to-door public transportation service in the rural areas of the County. In December 2012, the Board approved the local match as required by the Section 5310 Notification of Funding for the purchase of a fourth public transportation vehicle. On April 25th, a new Ford commuter van was delivered to Santa Rosa County.

The draft agreement is attached. The draft agreement will replace the lease agreement adopted by the Board on February 27, 2013 and adds the recently acquired new vehicle.

Once the lease agreement is adopted, the vehicle will be turned over to Pensacola Bay Transportation to be used for door-to-door public transportation service.

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

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

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

**This Agreement**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Santa Rosa County, hereinafter called the "Lessor", and Pensacola Bay Transportation, hereinafter called the "Lessee", is effective on the date herein specified. This agreement replaces the agreement previously adopted on February 27, 2013.

**WITNESSETH**

**WHEREAS**, the Lessee serving within the capacity of the Community Transportation Coordinator has been contracted to operate public transportation service in Santa Rosa County by Santa Rosa County;

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

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

1. **LEASE TERM**

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

2. **LESSEE COSTS**

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

3. **DELIVERY**

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

4. **TITLE**

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

5. **MAINTENANCE**

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

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

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

#### 6. FEDERAL INTEREST IN EQUIPMENT

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

#### 7. PROHIBITION ON CONFLICTS OF INTEREST

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

#### 8. OWNERSHIP OF PARTS

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

#### 9. INSURANCE

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

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

#### 10. EMPLOYMENT

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

of all new employees hired by the subcontractor during the contract term. The Lessee is required to implement E-Verify to verify employment eligibility of all new employees hired during the term of this lease agreement.

## 11. OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

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

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

## 13. DISCRIMINATION

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

#### 14. REQUIRED REPORTS

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

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

##### C. Maintenance Reports

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

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

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

#### 15. INVENTORY

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

#### 16. AUDITS AND INSPECTIONS

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

#### 17. SUBCONTRACTS

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

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

#### 18. WARRANTS

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

#### 19. TERMINATION

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

(1) The Lessee takes any action pertaining to this Agreement without approval of the Lessor which under the procedures of the Agreement would have required the approval of the Lessor.

(2) The Lessee defaults under any provisions of this Agreement.

(3) The Lessee uses the vehicle(s), equipment or parts in a manner not provided for under the provisions of this Agreement.

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

#### 20. ACTION UPON EXPIRATION OR CANCELLATION

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

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

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

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

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

#### 21. RENEWAL OF LEASE

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

22. COMPLETENESS OF AGREEMENT

This Lease sets forth all the Agreements, terms, conditions and understandings, between Lessor and Lessee and there are no Agreements, customs, usages, terms, conditions, or understandings, either oral or written, expressed or implied, between the Lessor and the Lessee, as Lessor and Lessee, other than are herein set forth.

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

**SANTA ROSA COUNTY**

**PENSACOLA BAY TRANSPORTATION**

\_\_\_\_\_  
Robert A. Cole, Chairman BOCC

\_\_\_\_\_  
Signature

BOCC approved June 13, 2013

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**ATTEST:**

**WITNESSES:**

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

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

\_\_\_\_\_  
Date

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

**EXHIBIT A  
LEASE AGREEMENT**

---

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

Vehicle Description	VIN	DOT Control Number	County Control Number	County License Plate
2009 Ford E-250 Commuter Van	1FTNE24L69DA92602	80313	9009	TC4067
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K991173951	80316	9011	TC3728
2010 Chevrolet Champion Small 22' Cutaway	1GBJG31K791173348	80315	9010	TC3729
2013 Ford E-250 Commuter Van	1FTNE2EL0DDA63619	92359	9012	TD1913



## Department of Public Services

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



**Tony Gomillion, Director**

### **MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Shawn Ward, Transportation Planner

**THROUGH:** Beckie Cato, Planning Director

**DATE:** June 3, 2013

**RE:** Section 5310 Grant, Capital Assistance for Service to the Elderly and People with Disabilities

### **RECOMMENDATION**

That the Board consider revisions to the Section 5310 Grant, Capital Assistance for Service to the Elderly and People with Disabilities grant application to purchase additional vehicles and authorize the chairman to sign related documents. The grant will require a local 10% match of \$39,810.

### **BACKGROUND**

Community Transportation is the door-to-door service provided by Pensacola Bay Transportation for those who qualify as transportation disadvantaged. Pensacola Bay Transportation serves two roles: Community Transportation Coordinator (CTC) required by Florida Statute and transportation provider under contract to Santa Rosa County.

Funding for this service comes from federal grants and a variety of agencies such as Medicaid, Agency for Persons with Disabilities, Vocational Rehab, Department of Elder Affairs, and the Florida Commission for Transportation Disadvantaged (TD). The county contributes \$1,500 per month toward this service.

The Federal Section 5310 grant program is the Enhanced Mobility of Seniors and Individuals with Disabilities Program that provides funding to improve mobility for seniors and individuals with disabilities.

On January 10, 2013, the Board approved submittal of the FY 13-14 Section 5310 Grant, Capital Assistance for Service to the Elderly and People with Disabilities grant application to the Florida Department of Transportation. The request was for \$190,200 for two small cutaways and one nine-passenger van which required a local 10% match.

On May 30, 2013, the Florida Department of Transportation notified the County that Santa Rosa was the only applicant within the Pensacola Urbanized Area to submit an application and that entire Section 5310 program funding amount of \$357,400 was available if the County could

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

provide the 10% local match of \$39,810. The combination total of \$347,776 would allow for the purchase of four small cutaways and two nine-passenger vans.

The new vehicles would be titled to the county and leased to Pensacola Bay Transportation for operation, maintenance and insurance.

Below is a table showing the existing vehicle fleet providing Santa Rosa County door-to-door service.

Door-to-door Vehicle Fleet Now Serving Santa Rosa County  
In Priority Order for Replacement

	Vehicle ID	Seating A = ambulatory WC = wheelchair	Make & Type	Year	Mileage as of 5/29/13
1	762	6A or 2WC & 2A	Ford Van	2001	402,640
2	775	14A	Ford Van	2002	402,508
3	774	14A	Ford Van	2002	440,367
4	820	14A	Ford Van	2002	403,636
5	777	14A	Ford Van	2002	374,526
6	12	2W&8A	Champion	2009	191,033
7	11*	4WC&2A or 2WC&6A	Chevy Small Cutaway	2010	185,128
8	10*	4WC&2A or 2WC&6A	Chevy Small Cutaway	2010	174,034
9	9*	9A	Ford Van	2009	155,198

\* Vehicles are primarily for use in rural area of county.

If approved by the BOCC, the acquired vehicles from the Section 5310 grant would replace the highest mileage vehicles. The following vehicles would be ordered from the state public transportation vehicle procurement program:

	Vehicle ID	Seating A = ambulatory WC = wheelchair	Make & Type	Estimated Cost	Estimated Local Match
1		9A	Van	34,121	3,412
2		9A	Van	34,121	3,412
			Van Ext. Warranty	2,795 x 2	5,590
3		4WC&2A or 2WC&6A	Small Cutaway	68,486	6,849
4		4WC&2A or 2WC&6A	Small Cutaway	68,486	6,849
5		4WC&2A or 2WC&6A	Small Cutaway	68,486	6,849
6		4WC&2A or 2WC&6A	Small Cutaway	68,486	6,849
Totals				347,776	39,810

The small cutaways are good replacement vehicles for vans because they have wheelchair lifts, flexible seating for different combinations of ambulatory and wheelchair clients, low entry, and are very maneuverable.

**NEXT STEPS**

If approved, staff will revise the grant application to reflect the updated capital funding request.

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

AGENDA  
PUBLIC WORKS COMMITTEE  
June 10, 2013

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Melvin

1. Discussion of construction of multi-use path on East Bay Boulevard (CR 399) from US 98 to Shadow Lakes Subdivision at an estimated labor and material cost of \$217,315.00 to be funded from Area 3 Impact Fees.
2. Discussion of resurfacing 22 roads throughout the County at an estimated cost of \$1,355,425.00 to be funded from Road & Bridge Reserves.
3. Discussion of constructing an 850 foot extension to the right turn lane on Ward Basin Road at East Milton Elementary School contingent upon School Board approval to reimburse the material cost estimated at \$25,000.00.



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

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

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

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

## MEMO

**TO:** Hunter Walker, County Administrator

**FROM:** Avis Whitfield, Public Works Director *AW*

**SUBJECT:** East Bay Blvd (C.R. 399) 8-ft wide concrete sidewalk from Highway 98 to Shadow Lakes Subdivision

**DATE:** April 17, 2013

Concrete:	5200'x 8' – 509 yd <sup>3</sup> @ \$100 per yd <sup>3</sup>	\$ 50,900.00
Form Materials:		1,000.00
Sod:	2.5' each side – 2889 yd <sup>2</sup> @ \$1.50 per yd <sup>2</sup>	4,334.00
Walk Bridge:	80 ft @ \$50 per ft	4,000.00
Culvert work:	Various sizes	1,896.00
Paving:	8 dirt driveways	
	800 yd <sup>2</sup> @ 220 lbs per yd <sup>2</sup> = 88 tons @ \$67.40 per ton	5,932.00
	Limerock base for driveways = 270 tons @ \$24.00 per ton	6,480.00
Signs/Warning Devices:		500.00
Contingency:	10% of estimate	<u>7,504.00</u>

**Materials Estimate: \$ 82,546.00**

Labor:	with benefits – 28 weeks @ \$4,375.60 per week	\$ 122,517.00
Contingency:	10%	<u>12,252.00</u>

**Total Labor with benefits: \$ 134,769.00**

**Total Estimate: \$ 217,315.00**

AW/lc

**Working/Voting District One**

Montecito Boulevard Mill, level, crack relief, resurface, thermoplastic striping	\$ 194,808.00
Pace Lane (Krystal Ln to Landmark Ln) Level, resurface, thermoplastic striping	33,516.00
School Lane Level, resurface, thermoplastic striping	24,435.00

District One Total \$ 252,759.00

**Working/Voting District Two**

Glover Lane Mill, level, crack relief, resurface, thermoplastic striping	\$ 327,397.00
---	---------------

District Two Total \$ 327,397.00

**Working/Voting District Three**

Alabama Street (SR 4 to SR 89) Level, resurface, thermoplastic striping	\$ 33,176.00
Chumuckla Springs Road (CR 182 to Moore Creek Bridge) Level, resurface, thermoplastic striping	219,189.00
Tunnel Road (Chumuckla Highway to Quintet Rd)	11,983.00

District Three Total \$ 264,348.00

**Working District Four (Voting District in parenthesis)**

(2) Armstrong Road (west of Industrial Blvd 1000 ft. to curve) Level, resurface	\$ 14,560.00
(2) Industrial Boulevard (US 90 to Armstrong Rd) Level, resurface, thermoplastic striping	52,935.00
(2) Woodland Lane (Johnson Rd to Riviera Dr.) Level, resurface, thermoplastic striping	23,432.00

(2) Riviera Drive (Woodland Lane to Tuttle Blvd) 36,337.00  
Level, resurface, thermoplastic striping

(2) Tuttle Boulevard 16,196.00  
Level, resurface, thermoplastic striping

District Four Total \$ 143,460.00

**Working District Five (Voting District in parenthesis)**

Magnolia Manor Drive (southern 720 ft.) \$ 8,877.00  
Level, resurface

Madura Road (Tiger Point Blvd to Madura Seven) 90,745.00  
Mill western 2560 ft., level, resurface

(4) Bob Tolbert Road (SR 87 to Forester Rd) 58,533.00  
Level, resurface

(4) Olympia Street 28,688.00  
Level, resurface

Mohawk Trail 16,042.00  
Level, resurface

Beechwood Drive 12,881.00  
Level, resurface

(4) Turkey Bluff Road (near SR 87 to Lincoln Rd) 63,489.00  
Level, resurface, thermoplastic striping

(4) Lincoln Road 49,425.00  
Level, resurface, thermoplastic striping

(4) Pebble Brook Drive 20,903.00  
Level, resurface, thermoplastic striping

Sterling Point Drive 17,878.00  
Level, resurface

District Five Total \$ 367,461 .00

Grand Total All Districts \$ 1,355,425.00



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

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

## MEMO

**TO:** Hunter Walker, County Administrator  
**FROM:** Avis Whitfield, Public Works Director   
**SUBJECT:** Extension of right turn lane at East Milton Elementary  
**DATE:** June 5, 2013

I have been working with Joey Harrell with the Santa Rosa County School Board relevant to a joint project to construct an 850 foot extension to the right turn lane into East Milton Elementary School at an estimated material cost of \$25,000. The turn lane is needed because the parent pick-up line blocks the north bound lane of Ward Basin Road from the southern side of the school property southward to Braddock Street. Extending the right turn lane would solve this issue by providing the necessary space for traffic to queue without blocking the north bound lane.

Joey has included \$25,000 for the project in his budget but must wait until the School Board approves the budget to insure the reimbursement. Therefore, I would like to move forward with an agenda item to construct the turn lane contingent upon assurance of the School Board reimbursement for the material cost. Public Works will be providing the labor and equipment and we have recently performed drainage work that will accommodate the project.

AW

# **BUDGET & FINANCIAL MANAGEMENT COMMITTEE**

Chairman: Commissioner Melvin  
Vice Chairman: Commissioner Lynchard

June 10, 2013

## **Budget:**

- 1) **Budget Amendment 2013 – 129** in the amount of \$ **996,730** to recognize FEMA HMPG Grant Revenues and required match for Phase II construction of stormwater and drainage improvements for the recently reinstated Ramblewood HMPG grant from the Electric Franchise Fee Drainage Reserves and carry forward previously transferred but unused drainage match funds.
- 2) **Budget Amendment 2013 – 130** in the amount of \$ **670** to cover travel reimbursement to Greystone Consulting associated with representing the county at the Florida Defense Support Task Force meeting and the Northwest Florida Coalition DC visit expenses from the Grant Fund.
- 3) **Budget Amendment 2013 – 131** in the amount of \$ **714,500** to establish a budget for the Economic Development Transportation Fund (EDTF) grant funding for the purpose of constructing a rail spur for Gulf Cable per EDFT agreement in the General Fund.
- 4) **Budget Amendment 2013 – 132** in the amount of \$ **10,000** to carry forward funds for the Navarre Fishing Rodeo as approved at the March 28, 2013 BOCC Regular Meeting from the Tourist Development Fund.

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

- 5) 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: June 5, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 106:</b>	<b>9106 – 5990016</b>	<b>EFF Drainage Reserves</b>	<b>(\$ 149,085)</b>
	<b>9106 – 59100101</b>	<b>To Road &amp; Bridge Fund</b>	<b>\$ 149,085</b>
<b>Fund 101:</b>	<b>101 – 33139025</b>	<b>FEMA HMGP Revenue - Ramblewood</b>	<b>\$ 662,684</b>
	<b>101 - 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 184,961</b>
	<b>101 - 3810001</b>	<b>From EFF Drainage Reserves</b>	<b>\$ 149,085</b>
	<b>2106 – 5340025</b>	<b>Contract Services - Ramblewood</b>	<b>\$ 996,730</b>

**State reason for this request:**

Recognizes FEMA HMGP Grant Revenues and required match for Phase II construction of stormwater and drainage improvements for the recently reinstated Ramblewood HMPG grant. Grant funds 75% of all grant eligible items with the local match and additional right of way acquisition costs coming from Electric Franchise Fee Drainage Reserves and carry forward of previously transferred but unused drainage match funds.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-129**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 06/10/2013

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 June, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Tuesday, June 04, 2013 3:25 PM  
**To:** Jayne Bell  
**Cc:** Shirley Powell; Michael Schmidt; Avis Whitfield  
**Subject:** Budget Amendment Request - Ramblewood Drainage HMGP Grant

Jayne,

Need a budget amendment established as follows:

Fund 101:	101-33139025	FEMA HMGP Revenue – Ramblewood	\$ 662,684
	101-3990001	Cash Carried Forward	\$ 184,961
	101-3810001	From EFF Drainage Reserves	
			\$ 149,085
	2106-53400025	Contractual Services – Ramblewood	\$ 996,730
Fund 106	9106-5990016	EFF Drainage Reserves	(\$ 149,085)
	9106-59100101	To Road & Bridge Fund	\$ 149,085

Recognizes FEMA HMGP Grant Revenues and required match for Phase II construction of stormwater and drainage improvements for the recently reinstated Ramblewood HMGP grant. Grant funds 75% of all grant eligible items with the local match and additional right of way acquisition costs coming from Electric Franchise Fee Drainage Reserves and carry forward of previously transferred but unused drainage match funds.

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)

---

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: June 5, 2013

FROM: **Grant 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:	9001 – 599001	Reserve for Contingencies	(\$ 670)
	9000 – 59100104	To Grants Fund	\$ 670
TO:	104 – 33450085	Defense Reinvestment Grant (DRG)	\$ 670
	0793 – 5340075	Defense Reinvestment Grant Project	\$ 670

**State reason for this request:**

To cover \$372 of travel reimbursement to Greystone Consulting associated with representing the county at the Florida Defense Support Task Force meeting in support of our FDSTF grant application for the WAP fence grant and \$294 of the Northwest Florida Coalition DC visit expenses not covered by DRG events and functions grant line item.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-130**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 06/10/2013

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13th day Of June, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Tuesday, June 04, 2013 3:10 PM  
**To:** Jayne Bell  
**Cc:** Hunter Walker; 'Dick Hohorst'  
**Subject:** Budget Amendment Request - Military Affairs  
**Attachments:** Budget for DRG 13-05.pdf

Jayne,

I need a budget amendment to add \$670 to the Defense Reinvestment Grant account (0793-5340075). This is to cover \$371.50 travel reimbursement to Greystone Consulting associated with representing the county at the Florida Defense Support Task Force meeting in support of our FDSTF grant application for the WAP fence grant and \$293.79 of the Northwest Florida Coalition DC visit expenses not covered by the DRG events and functions grant line item. This is the only "cash match" that will be incurred as part of the \$40,000 grant as the required 30% match has been previously met with other in-kind contributions. Please see attached budget for details. Please let me know if you have any questions/concerns.

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  
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# Defense Reinvestment Grant

6/4/2013

<b>2012-13 DRG 13-05 Expenses</b>			
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		Projected Budget (*)	Paid To Date			
21 Consultants Expense - Greystone Work start: Dec 13, 2012	Nov-12	\$0.00	\$0.00	1st Qtr	19 days	
	Dec-12	\$2,042.81	\$2,042.81			
	Jan-13	\$2,791.66	\$2,791.66			
	Feb-13	\$3,298.34	\$3,298.34	2nd Qtr		
	Mar-13	\$3,045.00	\$3,045.00			
	Apr-13	\$3,045.00	\$3,045.00			
	May-13	\$3,045.00	\$3,045.00	3rd Qtr		
	Jun-13	\$3,045.00	\$0.00			
	Jul-13	\$3,045.00	\$0.00			
	Aug-13	\$3,045.00	\$0.00	4th Qtr		
	Sep-13	\$3,045.00	\$0.00			
	Oct-13	\$3,045.00	\$0.00			
Work cutoff: Nov 12, 2013	Nov-13	\$1,007.19	\$0.00	Final Report	12 days	
		<b>\$33,500.00</b>	<b>\$17,267.81</b>			
22 Events & Functions		\$4,000.00	\$2,320.91	NW Fla Defense Coalition DC Visit		
			\$1,679.09	NW Fla Def Coalition DC Visit Overhead Expenses - SRC Share		
23 Grant Administration - Barron		\$2,500.00	\$350.00	1st Qtr	Nov, Dec	
			\$800.00	2nd Qtr	Jan, Feb, Mar	
					3rd Qtr	Apr, May, Jun
					4th Qtr	Jul, Aug, Sep
					Final Report	Oct, Nov
		<b>\$40,000.00</b>	<b>\$22,417.81</b>			

### Matching Contributions to date

24 Cash Contributions		\$0.00	\$371.50	Travel - FDSTF Meeting - Perimeter Fence Application (need Inv/PoP)	
			\$293.79	NW Fla Def Coalition DC Visit Overhead Expenses - SRC Share	
Total Cash Contributions			\$665.29		
25 In-Kind Contributions		\$12,000.00	\$15,585.00	To date	
30% match required		\$12,000.00	\$16,250.29		

(\*) Expenses over and above will be paid by the county and serve as a matching cash contribution

Hi-lited entries assume an invoice of \$1,972.88

DRG 13-05 Contract - Nov 13, 2012 to Nov 12, 2013

Greystone Contract - Dec 13, 2012 to Nov 30, 2013

Greystone/SRC Military Affairs Contract: \$33,500

## 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: June 5, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 001:</b>	<b>001 – 3345901</b>	<b>Economic Dev Transportation Projects</b>	<b>\$ 714,500</b>
	<b>0771 – 563001</b>	<b>Improvements Other Than Buildings</b>	<b>\$ 714,500</b>

**State reason for this request:**

To establish a budget for Economic Development Transportation Fund (EDTF) grant funding for the purpose of constructing a rail spur for Gulf Cable per EDFT agreement. Funds contract for engineering and construction of spur.

**Requested by: Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2013-131**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: June 10, 2013

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 June, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Sheila Harris  
**Sent:** Tuesday, June 04, 2013 3:46 PM  
**To:** Jayne Bell  
**Cc:** Shirley Powell; Michael Schmidt  
**Subject:** Budget Amendment Request - EDTF Grant for Rail Spur

Please establish a budget amendment as follows:

001 - 334<sup>5901</sup>xxxx Economic  
Development Transportation Projects - Road Fund  
\$714,500

0771 - 563001 Improvements other than buildings \$714,500

Establishes budget for Economic Development Transportation Fund (EDTF) grant funding for the purpose of constructing a rail spur for Gulf Cable per EDTF agreement. Funds contract for engineering and construction of spur. Project number is GULF.

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.

## 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: June 5, 2013

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>From:</b>	107- 399001	Cash Carried Forward	\$ 10,000
<b>To:</b>	4010 - 5820028	Aid to Organizations	\$ 10,000

**State reason for this request:**

Carries forward funds for the Navarre Fishing Rodeo as approved at the March 28, 2013 BOCC Regular Meeting from the Tourist Development Tax Fund.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2013-132

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: June 10, 2013

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 June, 2013.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Kate Wilkes <kwilkes27@gmail.com>  
**Sent:** Wednesday, May 22, 2013 12:03 PM  
**To:** Jayne Bell  
**Subject:** Budget modification for Fishing rodeo

Hi Jayne, At the Mar. 14, 2013 BOCC meeting they approved \$10,000 for te Navarre Fishing Rodeo. Have you done a budget modification for this? I'm not sure if that happens automatically or if I should request it. What I need is a budget modification for \$10,000 from 107 to 5820028.  
Thanks, Kate

--

Kate Wilkes  
Executive Director  
Santa Rosa County Tourist Development  
8543 Navarre Parkway  
Navarre, FL 32566  
850-939-8666  
[kwilkes27@gmail.com](mailto:kwilkes27@gmail.com)  
[www.floridabeachstorivers.com](http://www.floridabeachstorivers.com)

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

No support documentation for this agenda item.