

August 11, 2014

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of acquisition of conservation easement on 46.3 acres closest to NAS Whiting Field from Eastgate, LLC utilizing Florida Defense Infrastructure Grant and U.S. Navy Readiness and Environmental Protection Integration (REPI) funding.
2. Discussion of application for 2015 Florida Defense Task Force Grant.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



JAYER 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
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

CC: HUNTER WALKER

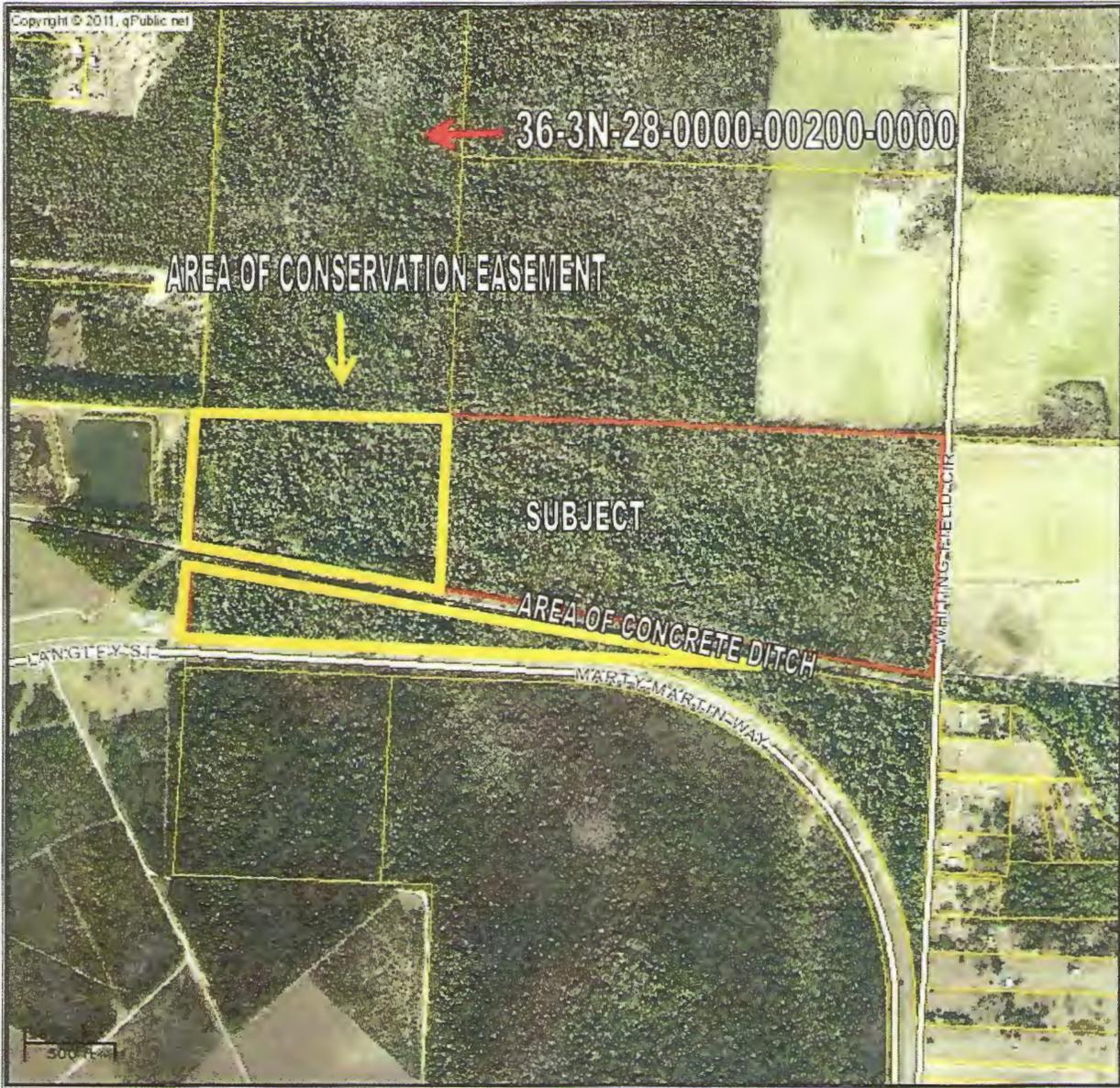
FROM: ROY V. ANDREWS

**RE: ACQUISITION OF PROPERTY INTERESTS ON PARCELS BUFFERING
WHITING FIELD**

Together with the Navy, we have continued to work with several property owners regarding acquisition of easements over properties near Whiting Field in order to limit development to protect the base.

Eastgate, LLC, originally agreed to sell a restrictive easement (112.32 acres, Parcel ID No. 012N280000001000000, map attached) for the appraised value of \$754,000.00. After subsequent negotiations the Navy proposes to purchase the restrictive easement on the area closest to the base, 46.30 acres, at the appraised value of \$310,000.00, a map of the modified parcel is attached. The area agreed to be acquired is the portion most desired by the Navy at this time. The County's Defense Infrastructure Grant will pay for 25% of the purchase price and the Navy's REPI fund will pay the balance.

AERIAL MAP INCLUDING THE SUBJECT PROPERTY
AND CONSERVATION EASEMENT





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HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JOEL D. HANIFORD, OMB Director

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

CC: HUNTER WALKER

FROM: ANGIE JONES 

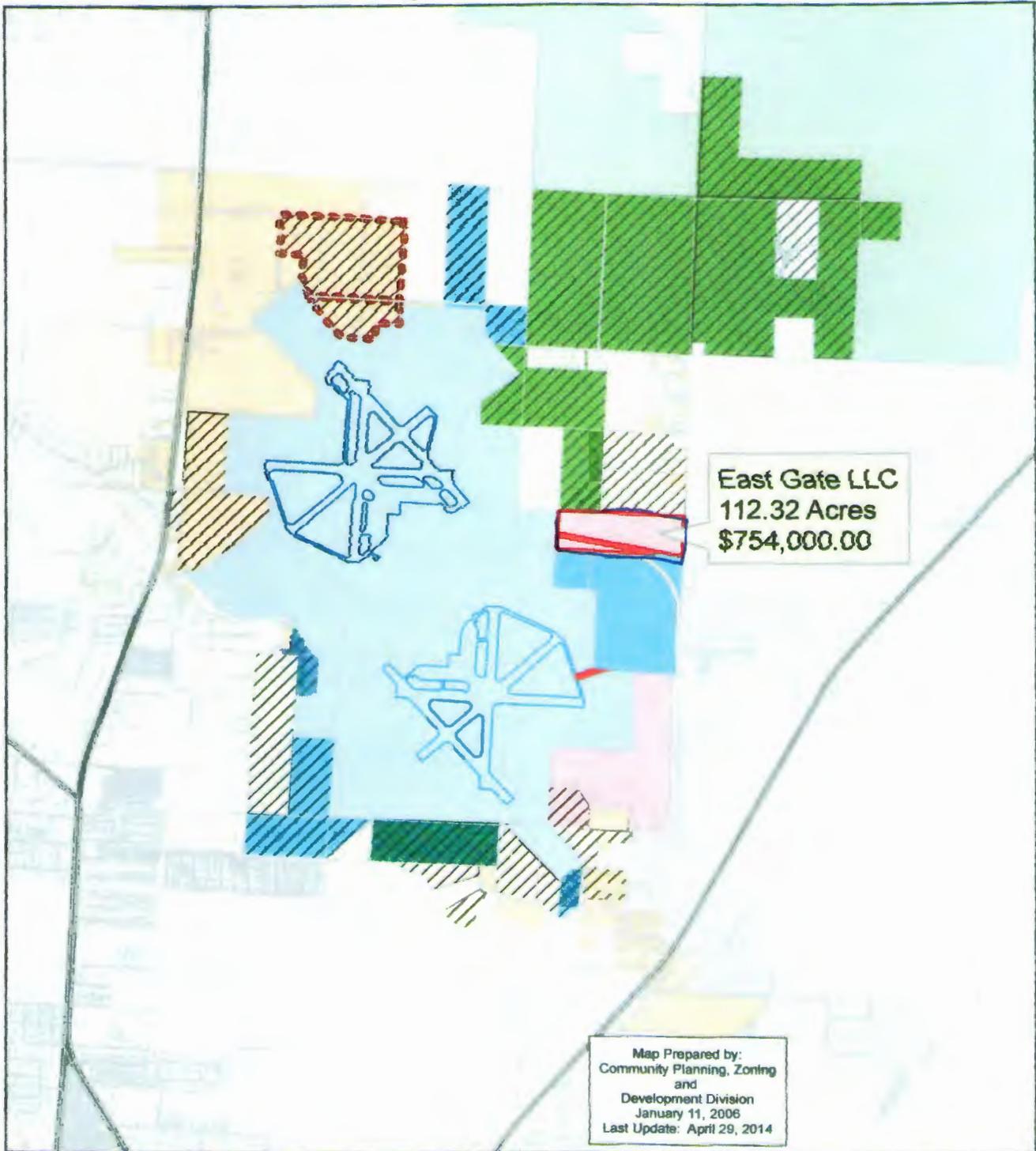
DATE: April 29, 2014

**RE: ACQUISITION OF PROPERTY INTERESTS ON PARCELS BUFFERING
WHITING FIELD**

Together with the Navy, we have continued to work with several property owners regarding acquisition of easements over properties near Whiting Field. I submit the following project for your consideration:

1. Eastgate, LLC, is agreeable to selling a restrictive easement (112.32 acres, parcel id no. 012N280000001000000, map attached). The appraised value of the easement is \$754,000.00. The county's Defense Infrastructure Grant will pay for 25% of the purchase price and the Navy's REPI finds will pay the balance. This property was rezoned from AG to M2 in 2010 (see minutes).

Acquisition of Property Interests on Parcels Buffering NAS Whiting Field



Legend

- EastGateLLC
- Whiting Air Park Taxway
- Main Roads
- Parcels

Acquisition Status

- Clear Creek
- NAS Whiting Field
- Navy Projects
- Santa Rosa County Desired
- Acquired Santa Rosa County
- Acquired (Blackwater State Forest Mgt)
- Acquired (DEP Mgt)

- Ag Easements Purchased
- White Creek Forest Proposal
- Navy Restrictive Easement Agreement/Covenants
- Complete
- Pending



Map Document: (C:\mav's-d-drive\mav\work\AngieJones\Restrictive Easement Acquisition April 2014.mxd)
4/29/2014 -- 3:30:36 PM

LPB recommended Denial by 6-2 at their meeting on November 18, 2010.

Teresa Fedonczak said this property is on Navarre Beach and has been in her family since the 1960's. She said she was supposed to inherit the property because her father had a life estate in the property for years. Fedonczak said if she had owned the property prior to the County changing the Land Use Map she would have done the same thing the people next door did with their property. She said the people next door constructed a multi-unit property. Fedonczak said this is what her request is for. She said she is requesting a change from low density to medium density; this is a change from one unit per lot to five units on two lots. Fedonczak said right next door to one of her lots is a four unit property. She said there are her two lots and then a single family home, single family home, vacant lot, single family home, and then a large condominium. Fedonczak said this entire stretch is low density even though there are other uses. She said she wants the ability to place more than two units on her two lots.

Cole said he and Fedonczak spoke prior to the meeting. He said Fedonczak said all of these lots pre-date zoning. Fedonczak agreed. Cole said there are also a lot of vacant lots, and this request, if approved, could set a precedent. Fedonczak said she does not think there are any other individuals that own two lots. She said she only wants a five unit structure on two lots. Melvin applauded Fedonczak. He said the multi-use units in the immediate area were in place prior to zoning going into effect. Melvin said the multi-units in the area were in place before there was any such thing as zoning in Santa Rosa County. Fedonczak agreed. Melvin said to compare the fact that Fedonczak has two lots side by side does not make a logical point. He said Fedonczak is asking the Board to disregard current zoning and make an exception. Melvin said if this request is approved, a precedent will be set. He said he can not vote for this request for that reason.

Calvin Starr spoke in opposition to this request. He said he likes the idea of low density. Starr said he has a lot of money invested in his property, and wants the property to remain low density.

Melvin moved denial without objection of Rezoning/Small Scale Amendment 2010-R-022.

Fedonczak asked Melvin if he will reconsider if she agrees to place a buffer or barrier between her property and the single family home adjacent to her two lots. Melvin said he appreciates Fedonczak's flexibility and willingness to develop the property but said he can not support the request. Fedonczak thanked Melvin. She said she will be unable to develop the property without approval. Fedonczak said she will have to sell the property.

7. Recommendapproval/denial of Rezoning 2010-R-023.

Applicant: ████████, LLC

Agent: Roy V. Andrews, Esq (Lindsay & Andrews, P.A.)

Parcel(s): 01-2N-28-0000-00100-0000

Location: Westside of Whiting Field Circle and North of Marty Martin Way, Milton

Existing Zone: Ag (Agriculture District)

Requested Zone: M2 (General Industrial District)

Current FLU: Industrial

Proposed FLU: No Change

Area size: 121.57 (+/-) acres

LPB recommended Approval by 7-0-1 at their meeting on November 18, 2010.

Roy Andrews said he represents Eastgate LLC. He said this property is located across Eastgate Road and adjacent to the proposed Whiting Aviation Park. Andrews said the Future Land Use Map (FLUM) was amended in 2007 to allow for a Future Land Use of Industrial. He said the request is for M-2 zoning, the only zoning classification that will allow aviation related usage. Andrews said the site will be used for aviation related purposes.

Williamson said he does not have a problem changing the zoning. He said his concern is this property coming back to the Board as property purchased for encroachment, and the value being changed as a result of this rezoning. Andrews said under the existing zoning classification, the owner of the property can construct 121 residential units on the property as long as clustering requirements are met. Williamson said he agrees the requested zoning is much better than what the property is currently zoned for. Andrews said if the property is ever considered for acquisition for encroachment related purposes, the requested zoning will lower the value of the property as opposed to increasing the value.

Salter said Industrial is the most compatible use for this area. He said this is why he supports the request.

Salter moved approval without objection of Rezoning 2010-R-023.

8. Williamson moved approval without objection to recommend the ordinance.

ORDINANCE NO. 2010- RECORDED IN ORD. BOOK NO. AT PAGE NO. RECORDED IN OR BOOK NO.
AT PAGE NO.

9. **Recommend approval/denial of Proposed text amendments to the Santa Rosa County Land Development Code (LDC) presented by Shawn Ward, Planner II:**

Land Development Code Sections—Amending section 3.00.01, adding definitions for free standing signs, monument signs, sign height and sign area; Amending section 8.05.00, adding a sign calculation area for walls and fences; Amending and reformatting sections 8.06.01 through 8.06.07, revising the maximum sign height and size area; Adding section 8.06.04,

CONTRACT FOR SALE OF RESTRICTIVE EASEMENT

Eastgate, LLC, "Seller", and Santa Rosa County, "Buyer", hereby agree that the Sellers shall sell and Buyer shall accept a restrictive easement on the following property ("Property") upon the following terms and conditions which include the Standards for Real Estate Transactions attached hereto ("Standards").

I. DESCRIPTION:

(a) Legal description of Property located in Santa Rosa County, Florida:

Parcel ID #01-2N-28-0000-00100-0000

See Exhibit A attached hereto

II. PURCHASE PRICE: \$754,000.00

Buyer shall pay the full purchase price at time of closing.

III. TIME FOR ACCEPTANCE: EFFECTIVE DATE:

If this offer is not executed by all parties on or before the 30th day of May, 2014, this contract shall be withdrawn and null and void. The date of Contract ("Effective Date") shall be the date when the last one of Sellers and County has signed this offer.

IV. CLOSING DATE:

This transaction shall be closed and the deed and other closing papers delivered by the 30th day of October, 2014, unless extended by other provisions of the contract.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith.

VI. OTHER CONDITIONS:

1. Closing and recording costs will be paid by Buyer.
2. Buyer is purchasing a restrictive easement as developed by the U.S. Navy, attached as Exhibit B.

3. Approval by the US Navy of the purchase, including concurrence with appraisal, survey and other relevant documents, together with allocation of funding to the County by the Navy for the purchase price.

Executed by BUYER/COUNTY on the ____ day of _____, 2014.

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

By: Chairman

Executed by SELLER on the ____ day of _____, 2014.

EASTGATE, LLC

By: James A. Young, Jr.
Its: Manager

WITNESSES:

Name: _____

Name: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the easement to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's interest in the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Sellers at or before closing. Buyer shall have thirty (30) days, if abstract, or seven (7) days, if title commitments, from date of receiving evidence of title to examine same. If title is found defective, Buyer shall within five (5) days thereafter, notify Sellers in writing specifying defect(s). If said defect(s) render title uninsurable, Sellers will have 120 days from receipt of notice within which to remove said defect(s), and if Sellers are unsuccessful in removing them within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all moneys paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Sellers shall be released, as to one another, of all further obligations under this Contract. However, Sellers agree that Sellers will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefor, including the bringing of necessary suits. If a title policy is being furnished, Buyer has the right to require the Sellers to deliver an owner's marketability policy provided Buyer pays any additional charges and makes request therefor within seven (7) days after Effective Date.

B. SURVEY: Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements lands of others, or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall be treated as a title defect. The survey shall determine the exact number acres contained in the parcel.

C. LIENS: Sellers shall, both as to the Property and the Personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Sellers and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved, or repaired within said time, Sellers shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to Sellers' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

D. PLACE OF CLOSING: Closing shall be held in county wherein Property is located, at the Office of the attorney or other closing agent designated by Buyers.

E. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

F. DOCUMENTS FOR CLOSING: Buyer shall furnish the restrictive easement and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish closing statement.

G. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance and cost of recording any corrective instruments shall be paid by Seller. The cost of recording the restrictive easement shall be paid by Buyer.

H. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer, provided, however that if the improvement has been substantially completed as of Effective Date, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement.

I. PROCEEDS OF SALE; CLOSING PROCEDURE: The restrictive easement shall be recorded upon clearance of funds and evidence of title continued at Buyers expense to show title of restrictive easement in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the proceeds of the sale shall be held in escrow by Sellers' attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said five (5) day period, notify Seller in writing of the defect and Seller shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event Sellers fail to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within five (5) days thereafter, be returned by Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to the Seller by special warranty deed and return the Personalty. In the event Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in the deed. The escrow and closing procedure required by this Standard may be waived in the event the attorney, title agent or closing agent insures against adverse matters pursuant to Section 627.7841, Florida Statutes (1983), as amended.

J. ESCROW: Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with terms and conditions of the Contract. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to escrow agent's duties or liabilities under the provisions of the Contract, the escrow agent may in agent's sole discretion, continue to hold the subject matter of this escrow until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or escrow agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. If a licensed real estate broker, the escrow agent will comply with provisions of Chapter 475, Florida Statutes (1983), as amended. In the event of any suit between Buyer and Seller wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All

parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

K. ATTORNEY FEES; COSTS: In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

L. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice thereof shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to said party.

M. CONVEYANCE: Seller shall convey title to the restrictive easement via easement document acceptable to Buyer.

N. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party of parties to be bound thereby.

EXHIBIT "A"

N $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 2 North, Range 28 West, less and except the following described parcel to-wit: A strip of land lying 50 feet on either side of the following described center line: Beginning at a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 1, said point being 541.34 feet North, measured along said quarter quarter line from the Southeast corner of said Northwest Quarter of the Northwest Quarter, thence Southeasterly at an angle of 80 degrees 57' 20" with said quarter quarter line 4047.2 feet to a point on the East line of said Section 1, and less and except any road right of way.

Prepared by & Return to:
Naval Facilities Engineering Command Southeast
Naval Air Station Jacksonville
Director, Real Estate Services
Box 30 Bldg. 903
Jacksonville, FL 32212-0030

RESTRICTIVE EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2014, by _____, husband and wife, having an address at _____, hereinafter referred to as the "**Grantor**," to the **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, having an address at 6495 Caroline Street, Suite C, Milton, Florida 32570, hereinafter "**Grantee**."

WITNESSETH:

WHEREAS, Grantor is the sole owner of the fee interest in certain real property in Santa Rosa County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is in the vicinity of Naval Air Station Whiting Field, Florida (the "Installation") which is operated and used by the United States of America (hereinafter "the Federal Government") for military purposes; and

WHEREAS, Grantee and the Federal Government have entered into an agreement pursuant to the 10 U.S.C. § 2684a to work together to limit development that is incompatible with the mission of the Installation by acquiring certain real property interests located in the vicinity of the Installation; and

WHEREAS, Grantee has requested a restrictive easement from Grantor in order to limit development or use of the Property that would otherwise be incompatible with the mission of the Installation; and

WHEREAS, Grantee and Grantor intend for the Grantee to assign this Restrictive Easement to the United States of America, provided that such assignment will not enlarge the rights of the United States of America in the Property beyond the terms of this easement or impose any additional limitations on Grantor; and

WHEREAS, Grantee, acting through its governing body, the Santa Rosa County Council, finds that acquisition of this Restrictive Easement on the Property is in the best interests of Santa Rosa County, and the public in general inasmuch as same furthers the governmental interest of fostering the general health and welfare of the citizens of and visitors to Santa Rosa County, Florida.



NOW THEREFORE, in consideration of _____ Dollars (\$____.00), the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a restrictive easement (the "Easement") in perpetuity over the Property described in Exhibit "A," of the nature and character and to the extent set forth herein.

1. **Purpose.** It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation.
2. **Definitions.** Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:
 - a. "Grantor" shall be defined as the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, or subsequent owners.
 - b. "Grantee" shall be defined as the United States of America, acting by and through the Department of the Navy, designated as holder of this Easement, or upon any transfer of ownership of this Easement, then subsequently as its successors and assigns.
 - c. "Aircraft" shall be defined as any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.
3. **Rights of Grantee.** To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:
 - a. To prohibit any development or use of the Property that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, and to require the removal of such non-complying development or uses of the Property pursuant to Section 7 below.
 - b. To enter upon and over the Property in a reasonable manner and at reasonable times in order to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
 - c. To grant or assign this Easement on the Property to any federal agency or department of the United States of America without prior written approval from Grantor, provided

that such grant or assignment will not enlarge the rights of Grantee in the Property or impose any additional limitations on Grantor.

4. **Restricted Uses and Development Rights.** Any activity or use of the Property inconsistent with the Purpose of this Easement is prohibited. The following activities and uses on the Property are expressly prohibited or restricted:

- a. **Activities.** All activities, development, or use of the Property that would encumber, impede, limit or otherwise be incompatible with the mission of the Installation.
- b. **Human Habitation.** Except for the rights reserved in Section 5 below, the Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, and tents.
- c. **Setbacks.** No structure, with the exception of fencing, may be located within 50 feet of the property line abutting the Installation.
- d. **Height Restrictions.** The erection, construction, installation, alteration or growing, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 50 feet above ground level (AGL) is prohibited. Upon prior notice to Grantor, Grantee, at Grantee's expense, reserves the right to enter upon the Property to cut down, top or trim and remove all trees, plants, vines, and vegetative growth not in conformance with the Height Restrictions of this Easement. At Grantor's cost and expense, and free from any consequential damages, Grantee may enter upon the Property to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, not in conformance with the Height Restrictions of this Easement which shall be erected, constructed or installed on the Property from and after the date of this Easement.
- e. **Lighting.** All lighting equipment installed or maintained on the Property, including streetlights, floodlights and searchlights, shall be positioned so that no light is emitted above the horizontal plane.
- f. **Other Operational & Training Hazards.** No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, ponds, (except as otherwise allowed hereunder), and mature crops left un-harvested, that may be dangerous for aircraft operating from the Installation. Commercial poultry enterprises are specifically prohibited.
- g. **Construction.** New construction of any structure or edifice, and any other additions to, or alterations of the Property are prohibited except as provided in Section 6 below.
- h. **Subdivision.** The division, subdivision or de facto subdivision of the Property is prohibited. A lease of a portion of the Property for an authorized use under this

Easement shall not be prohibited or considered a division, subdivision, or de factor subdivision of the Property.

- i. Motorized Vehicles. The use of motorized vehicles by Grantor is prohibited, except for in support of the authorized uses of this Section and Section 5 below, for motorized emergency vehicles as needed, and for private non-commercial recreational use of all terrain vehicles.
- j. Burning. Controlled burns for agricultural purposes, habitat improvement, and mitigation of fire hazards must be approved in writing by the Grantee prior to commencing said activities. The burning of reasonable amounts of yard debris is permitted without prior Grantee notification or approval.

5. **Grantor's Reserved Rights.** Subject to the restrictions of Section 4 and the Notification requirements of Section 6, Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Property and accruing from law that are not expressly prohibited herein, provided such rights are compatible with the Purpose. In addition to these general reserved rights or interests, the following rights are expressly reserved to the Grantor, and to its personal representatives, heirs, successors and assigns, and deemed compatible with the Purpose and are expressly permitted hereunder:

- a. Residential dwelling. One single-family, residential dwelling of no more than 4,000 heated square feet may be constructed on the Property at a location of Grantor's choice. A two-car garage may also be constructed. No other residential dwellings may be constructed on the Property.
- b. Controlling predatory and problem animals. Controlled hunting and fishing may be permitted for the purpose of wildlife management. Exercise of this right must be made in coordination with the Grantee.
- c. Fencing. Construction of fencing reasonably necessary for the permitted uses hereunder is compatible with this Easement.
- d. Establishing retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. Grantor, in consultation with and with prior approval of the Grantee, will be permitted to create such storm water impoundments on the Property, provided they are not enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or operational hazard to the Installation, the Grantor, upon the request of the Grantee, shall modify the improvements to the extent required to ameliorate the training or operational hazard created. Such modification work shall be at the sole cost of the Grantor.

- e. Agriculture and Farming. "Agriculture and farming" means all methods designed to produce and manage crops, and the farming activities of feeding and housing reasonable numbers of farm animals, such as cattle, goats, and horses, including, without limitation, the construction of new (and maintenance and restoration of existing) structures for the housing of farm animals or storage of farm equipment and not inconsistent with the other restrictions contained within this Easement (i.e. setbacks, height limits, lighting, etc.) or the Purpose of this Easement. Notwithstanding the right to construct such buildings, Grantor is subject to the notice of construction provisions set forth herein.
- f. Passive Recreational Use. "Passive, recreational use" means all non-public recreational activities (such as but not limited to hiking, horseback riding, bird watching, fishing, hunting and camping limited to the personal use by Grantors, Grantors' family, guests and invitees), that require no surface alteration or other development of the land, and are consistent with the restrictions contained in this Easement and the Purpose of this Easement.
- g. Silviculture and Use of Natural Resources. "Silviculture and Use of Natural Resources" means all silvicultural and other exploitation of the Property's natural resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), mechanical and chemical site preparation, reforestation, and all other activities associated therewith provided such uses are consistent with the restrictions contained in this Easement and the Purpose of this Easement.
- h. Hunting. To the extent allowed by law, non-commercial hunting by Grantor, his family, and invitees on the Property is permitted.
- i. Undeveloped land. Undeveloped or raw land, which is defined as land on which no improvements have been made; land in its natural state before grading, construction, subdivision, or the installation of utilities, is compatible.

6. Notification Provisions.

- a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, Grantor will notify the Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Agreement. Furthermore, should Grantor undertake to make any improvements to control stormwater runoff pursuant to Section 5.d. above, the provisions of this Section shall apply.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the purpose of this Easement and the restrictions on the use of the Property included herein.

7. Enforcement and Remedies. In the event of breach by Grantor of any terms, conditions, or obligations created by this Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame or extension of time if granted by the Grantee, the Grantee may:

- a. Take necessary actions to correct the non-compliance and upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the noncompliance; and/or
- b. Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. Institute suit to enjoin any breach or enforce any term by injunction.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

9. Noise and Other Effects of Air Operations. Grantor does hereby fully waive, remise, and release any right or cause of action which Grantor or its respective successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft from the Installation. Grantor specifically does not waive but retain all rights to causes of action, claims and rights to damages for any aircraft accident affecting the Property or persons thereon, including physical damages such as window breakage, contamination from fuel dumping, damage from falling aircraft components etc. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate.

10. Subsequent Transfers. Grantor agrees to reference and incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least thirty (30) days prior to the date of transfer.

11. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor:

To Grantee: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570
Attn: Chairman, Board of County Commissioners

To United States of America: Department of the Navy
Naval Facilities Engineering Command Southeast
Attn: Real Estate Business Line
P.O. Box 30, Building 903 (OPG4)
Jacksonville, FL 32212-0030

Copy to: Commanding Officer
Naval Air Station Whiting Field Milton,
FL _____

or to such other address as either party may designate by written notice to the other.

TO HAVE AND TO HOLD the aforesaid easement in, over, and upon the described Property of Grantor, with all the rights, privileges and appurtenances thereto belonging or in any wise appertaining, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

WITNESSES

GRANTOR

(Print Name)

(Print Name)

STATE OF FLORIDA)
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ who are personally known to me or who has produced _____ as identification.

Florida Defense Support Task Force

FY 2015 Grant Funding

Application Process – July 16, 2014

Background

The Florida Defense Support Task Force (FDSTF) was established in 2011 under Florida Statute 288.987 with the mission to make recommendations to preserve, protect and enhance Florida’s military installations, support the state’s position in research and development related to or arising out of military missions and contracting, and to improve the state’s military friendly environment for service members, military dependents, military retirees, and business that bring military and base-related jobs to the state.

Purpose

Within budget constraints, the FDSTF may fund projects that can be leveraged to promote, preserve, or enhance military missions and installations in Florida. The FDSTF will not fund projects that can be funded through other governmental agencies.

Criteria

- A. The FDSTF will consider providing resources for initiatives which directly support both the mission of the FDSTF as described in F.S. 288.987 and the FDSTF goals as stated in the FDSTF Strategic Plan, dated 7/19/13.
- B. Projects must have a clearly defined, measurable outcome in support of the Task Force mission.

Process

- A. Applicants for FDSTF project consideration must:
 - 1. Obtain support of a FDSTF member as a project sponsor.
 - 2. Submit a FDSTF Project Application (Attachment A), a Budget and Financial Report Form (Attachment B) and a Plan of Action Form (Attachment C) to the Task Force Executive Director electronically no later than 4:00 PM EDT on August 22, 2014.
- B. When scheduled, the applicant must present the project proposal to the full FDSTF.
- C. Approval requires a majority vote of eligible FDSTF members.

Previous Grant Recipients

- A. Previous grant recipients are eligible to apply for FY 2015 grants.

- B. FY 2013 Task Force grant recipients are not eligible to apply for FY 2015 grants unless they have expended all funds from their FY 2013 grant.

Ineligible use of funds

- A. Staff salaries.
- B. Purchase of alcohol, equipment, furniture, or fixtures.
- C. Receptions, gifts, and membership dues.
- D. Lobbying any branch of state government.
- E. Administration of the project in excess of 10% of the award.
- F. Project operating costs incurred before the applicant and Enterprise Florida, Inc. execute the grant agreement.
- G. Business entertainment expenses, including meals or activity fees.

Contracting

- A. Enterprise Florida will be the contracting authority in support of the FDSTF.
- B. The contract manager will be Camila Hornung, Grants Coordinator.
- C. Payments will be made on a reimbursement basis, in accordance with the contracted performance and reporting timeline.

Reporting Requirements

- A. Reports will be required quarterly determined by the length of the contract in accordance with the Enterprise Florida reports schedule.
- B. Enterprise Florida will report each project's progress to the FDSTF at least quarterly during the FDSTF meeting.

Florida Defense Support Task Force FY 2015 Grants Timeline

July 16, 2014	Release of FY 2015 Grant Funding Application.
August 22, 2014	Deadline for Task Force grant application submissions.
Aug 25 – 29, 2014	Staff reviews all applications for eligibility.
September 5, 2014	Staff provides all applications for review by TF members
September 8 - 17, 2014	Task Force members review applications.
September 18, 2014	Eligible grant applicant oral presentations in Tallahassee. TF votes to decide final recipients and amounts for FY 2015 grants.
Oct TBD	Task Force FY 2015 grants announced.

Guidance to Applicants

- A. Applicants must obtain support of a FDSTF member as a project sponsor. Once support is obtained, the applicant may submit funding application directly to FDSTF Executive Director via email with CC to the Task Force Grants Coordinator.
- B. Applicants must submit a quote to be used in a possible press release announcing the grant award.
- C. No later than September 5, 2014, the Task Force Executive Director will notify the applicant to appear at the September 18, 2014 FDSTF meeting to make an in-person presentation.
- C. Presentations will include the proposal, clear support of the criteria listed above, details of the project, funding requested, expected return on investment and clearly defined, measurable outcomes in support of the Task Force mission.
- D. Presentations are limited to a maximum of 15 minutes.
- E. Upon conclusion of the presentations, the FDSTF members may render decisions concerning approval and grant amount. Approval requires a majority vote of eligible FDSTF members.
- F. Grants will be announced as soon as possible by the Governor.

Points of Contact:

Bruce Grant, Executive Director, Florida Defense Support Task Force,
Telephone (850) 878-0826 Email: bgrant@eflorida.com

Camila Hornung, Grants Coordinator, Florida Defense Support Task Force,
Telephone (850) 878-4578 Email: chornung@eflorida.com

Florida Defense Support Task Force Web Site: <http://www.enterpriseflorida.com/the-florida-defense-support-task-force/>

Attachments:

Attachment A: FDSTF Project Application
Attachment B: Budget and Financial Reporting form
Attachment C: Plan of Action form

Attachment A: FDSTF Project Application

All applications must contain the project information in the format below:

1. Project Title

2. Applicant

Organization name:

Name of Primary Contact:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email:

Website:

3. Project Criteria (check all that apply)

The mission of the FDSTF as described in F.S. 288.987.

FDSTF goals as stated in the FDSTF Strategic Plan, dated 7/19/13.

Clearly defined, measurable outcome.

4. Summary of Project

Must include the following:

a. Project description

b. Objectives

c. Deliverables

d. Direct correlation to FDSTF criteria and expected benefit to the state (ROI)

e. Performance measures

f. Budget and Financial Reporting form (Attachment B)

g. Plan of Action form (Attachment C)

5. Funding requested from the Florida Defense Support Task Force

Total request:

6. Project relation to other local/state/federal budgets

Circle one: related / not related If "related," explain how

7. Amounts of other leveraged funding/ contributions

Federal _____

State _____

Local _____

Private _____

Other _____

8. Estimated length of project

Start date _____

End date _____

Attachment B: Budget and Financial Report Form

FY 2014-2015 Florida Defense Support Task Force Grant Funding

Date

Budget Category	Match Program Expenditures			FDSTF Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
		Current Quarter	Program to Date		Current Quarter	Program to Date		Current Quarter	Program to Date
Task/Purchase									
Activity 1:									
Activity 2:									
Task/Purchase									
Activity 3:									
Activity 4:									
Task/Purchase									
Activity 5:									
Activity 6:									
TOTAL ALL CATEGORIES									

Attachment C: Plan of Action Form

FY 2014-2015 Florida Defense Support Task Force Grant Funding

Date _____

Planned Activity	Budget Cost	Objective	Outcomes	Performance Measures
Task				
Activity 1:				
Activity 2:				
Task				
Activity 3:				
Activity 4:				
Task				
Activity 5:				
Activity 6:				

August 11, 2014

ADMINISTRATIVE COMMITTEE

1. Discussion of comparative costs for three (3) sites for proposed judicial facility sites as presented by HOK, Inc.
2. Discussion of proposed ordinance regarding local government infrastructure sales surtax for construction of judicial facility.
3. Discussion of proposed three (3) resolutions providing for non-binding referendum on three separate sites for proposed judicial facility.
4. Discussion of resolution providing for non-binding referendum regarding creation by State Legislature of special district for Pace Fire Department.
5. Discussion of previously approved resolution providing for non-binding referendum regarding incorporation of Navarre contingent upon submission of feasibility study.
6. Discussion of construction of permanent restroom facilities at Navarre Park.
7. Discussion of Letter of Agreement with Florida Agency for Health Care Administration (ACHA) in the amount of \$122,483 for Intergovernmental Transfers and authorize execution of relevant documents.
8. Discussion of assignment/transfer of lease for the former driver's license building and property at 6089 Old Bagdad Highway to Florida Department of Agriculture and Consumer Services.
9. Discussion of bid in the amount of \$1,452.52 for sale of county owned property located on Patterson Town Road.
10. Discussion of 5K Run Saturday November 15, 2014 beginning at Airport and ending at East Milton Park benefiting Fair Association and Veterans Memorial Foundation.

11. Discussion of purchase of four (4) replacement vehicles for Health Department utilizing funding from FY2014-2015 budget allocation.
12. Discussion of log truck restrictions on certain county roadways.
13. Discussion of state owned Hawkins Park located just north of City of Milton on Munson Highway.
14. Discussion of writing off as uncollectable two (2) Peter Prince Airport hangar accounts totaling \$632.22 as recommended by Clerk of Courts.
15. INFO ONLY: Public Hearing items scheduled for 9:30 a.m. Thursday, August 14, 2014:

An ordinance imposing a local government infrastructure sales surtax in Santa Rosa County for construction of a courthouse.



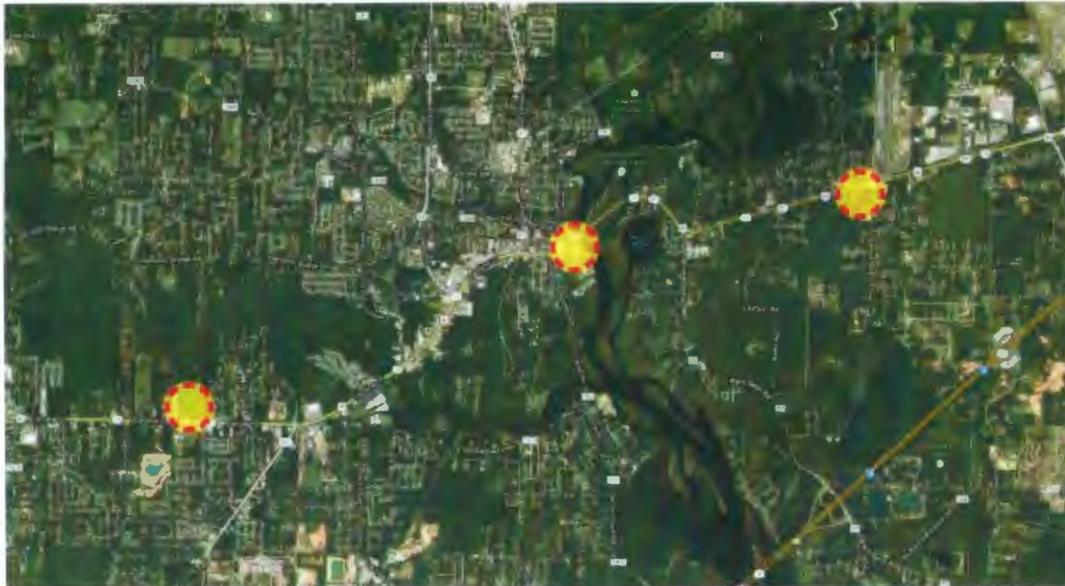
Santa Rosa County Judicial Center

*Presentation to
Board of County Commissioners of Santa Rosa County, FL
August 11, 2014*

Presented By:



 Hatch Mott
MacDonald



3 SITES - AERIAL PLAN

1. SITE COMPARISONS
2. COMPARATIVE COST ESTIMATES
3. PROJECT BUDGET
4. FLOOR PLANS
5. BUILDING IMAGES
6. NEXT STEPS



Hatch Mott
MacDonald

PROJECT 13-0013

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

SITE COMPARISONS



BYROM



PEA RIDGE



MILTON

SITE AREA	19.3 Acres	18.35 Acres	5 Acres
PARKING COUNT	500	500	225
EXPANSION SPACE			
a) COURT ADDITION	YES	YES	NO
b) CLERK, PROBATION, ARCHIVE	YES	YES	USE HISTORIC
BUILDING SIZE	156,000 SF	156,000 SF	156,000 SF



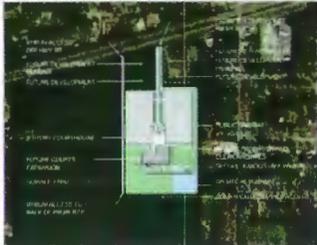
Hatch Mott MacDonald

October 13, 2010

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

COMPARATIVE COST ESTIMATES



BYROM

PEA RIDGE

MILTON

LAND COST	\$0	\$1,400,000	\$80,000-assessed value
SITE DEVELOPMENT	\$ 4,700,000	\$4,300,000	\$3,200,000
DIFFERENCES	Traffic lane mods. Access road reqd.	Traffic lane modifications	Extra dewatering & Site fill, Deep pile foundations
FOUNDATION SYSTEM	Base price	Base price	\$1,900,000
BUILDING	\$34,500,000	\$34,500,000	\$34,500,000
	\$ 39,200,000	\$ 40,200,000	\$ 39,680,000



Hatch Mott
MacDonald

August 11, 2014

Santa Rosa County Judicial Center

Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL

PROJECT BUDGET

ADDITIONAL COSTS TO BE INCLUDED TO COMPLETE THE **PROJECT BUDGET** THAT APPLY TO EACH LOCATION-THESE ARE THE SAME IN EACH CASE.

THESE ARE BASED ON COMAPARTIVE COUNTY COURTHOUSES IN FLORIDA & TEXAS

- FF&E \$2,000,000
- IT / AV / ELECTRONIC SECURITY \$5,000,000
- A/E FEES & TESTING \$3,400,000
- PERMITS / IMPACT FEES \$100,000
- CONTINGENCY \$TBD

\$ 10,500,000- ADD TO COMPARATIVE SITE COSTS



Hatch Mott
MacDonald August 11, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

SITE COMPARISONS



BYROM



PEA RIDGE



MILTON

PROJECT BUDGET

\$49,700,000

\$50,700,000

\$50,180,000



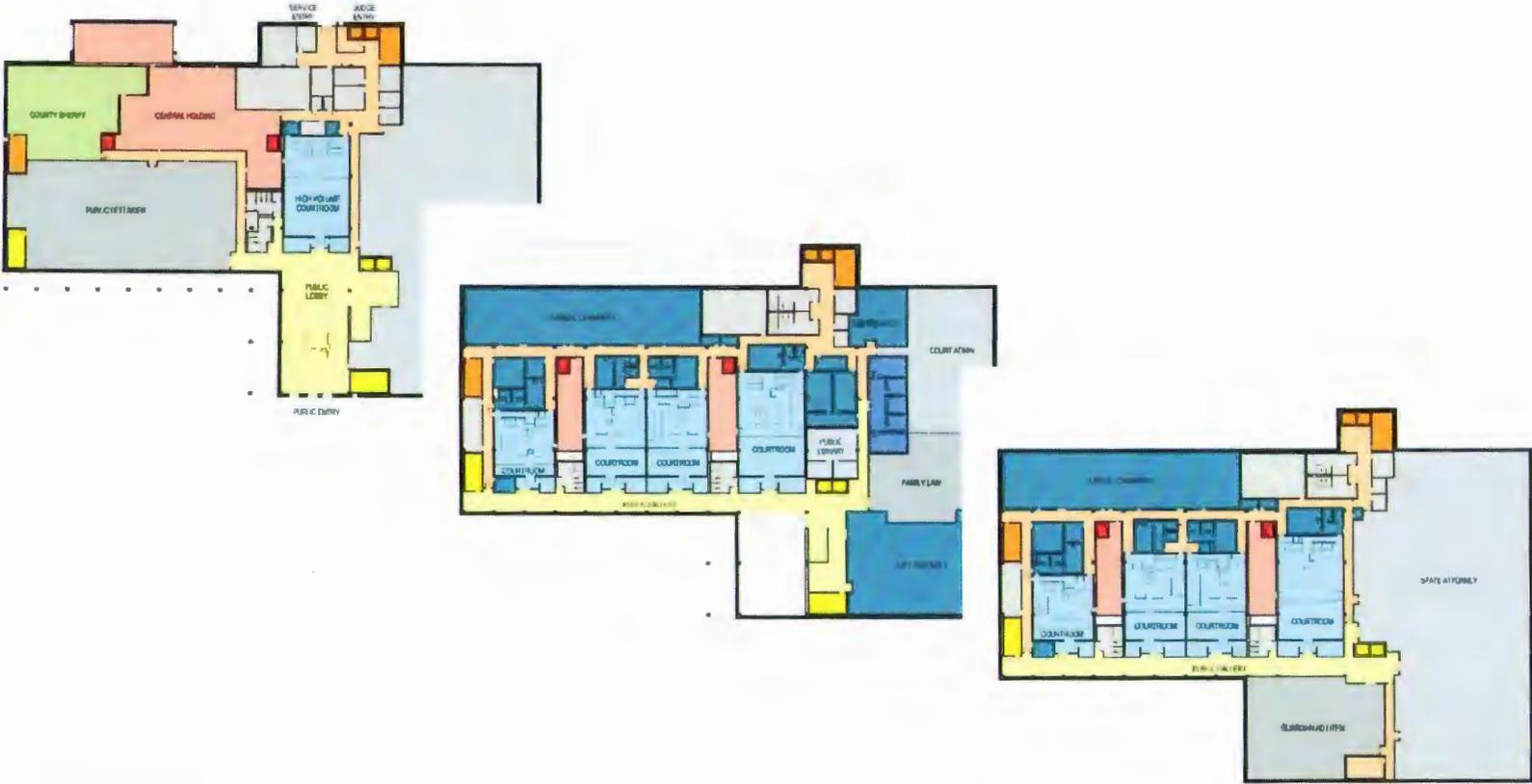
Hatch Mott
MacDonald

August 11, 2014

Santa Rosa County Judicial Center

Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL

FLOOR PLANS



Hatch Mott MacDonald August 17, 2014

Santa Rosa County Judicial Center

Public Workshop Presentation to Board of County Commissioners of Santa Rosa County, FL

BUILDING IMAGES



Hatch Mott
MacDonald

August 11, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

BUILDING IMAGES



Hatch Mott
MacDonald
August 16, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

BUILDING IMAGES



PLANT CITY AND MANATEE
COURTHOUSES: INTERIOR AND
EXTERIOR BUILDING MATERIALS



Hatch Mott
MacDonald

August 21, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

NEXT STEPS

1. PRESENTATION PACKAGE
 - DRAWINGS
 - NARRATIVES
 - COSTS
2. PROJECT BUDGET FINALIZATION
3. BALLOT LANGUAGE PREPARATION
4. OTHER



Hatch Mott
MacDonald

August 13, 2014

Santa Rosa County Judicial Center

*Public Workshop Presentation to
Board of County Commissioners of Santa Rosa County, FL*

ORDINANCE NO. 2014 - _____

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, IMPOSING A LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX IN SANTA ROSA COUNTY FOR CONSTRUCTION OF A COURTHOUSE; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING FOR THE TIME LENGTH OF IMPOSITION; PROVIDING FOR DISTRIBUTION; PROVIDING BALLOT LANGUAGE; PROVIDING A GENERAL DESCRIPTION OF THE PROJECTS TO BE FUNDED BY THE SURTAX; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 212.055, Florida Statutes, (the local sales tax law) authorizes Santa Rosa County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Santa Rosa County, as provided in Section 212.054; and

WHEREAS, a brief description of the project to be funded from the revenue is set forth in the language contained in this ordinance, as well as the ballot language; and

WHEREAS, the revenues of the local sales tax shall be distributed in accordance with Florida Statute 212.055(2)(e)(f).

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

SECTION 1. IMPOSITION OF LOCAL SALES TAX. Pursuant to the authorization granted by the local sales tax law and other applicable laws, there is hereby imposed a one percent (1%) local sales tax upon taxable transactions occurring within Santa Rosa County.

SECTION 2. SPECIAL REFERENDUM ELECTION. The local sales tax imposed in Section 1 of this Ordinance shall not take effect unless and until the local sales tax is approved by a majority of the electors of Santa Rosa County voting in a referendum election on the local sales tax held as required by this Ordinance. Said local sales tax shall take effect the first day of January, 2015.

SECTION 3. LENGTH OF IMPOSITION OF LOCAL SALES TAX. The local sales tax imposed hereby shall be effective for four (4) years from the date of levy.

SECTION 4. DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX. In accordance with the local sales tax law, revenues of the local sales tax hereby imposed shall be distributed in accordance with F.S. 212.055(2)(e)(f).

SECTION 5. HOLDING ELECTION. The Supervisor of Elections of Santa Rosa County is hereby directed to place the referendum election required by this Ordinance on the general election to be held on November 4, 2014.

SECTION 6. BALLOT QUESTION. The Supervisor of Elections of Santa Rosa County shall cause the following question to be placed on the ballot of the referendum held as required by this Ordinance:

SALES TAX FOR COURTHOUSE

"Shall a one-cent sales tax be levied to fund the construction of a new Courthouse at a location to be determined by referendum? The tax will be levied for a period of four (4) years."

_____ FOR THE ONE-CENT SALES TAX

_____ AGAINST THE ONE-CENT SALES TAX

SECTION 7. USE OF REVENUES. The proceeds shall be used for the items identified above.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, it is the intent of the Board that such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application and to this end the provisions of this Ordinance are declared severable.

SECTION 9. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

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

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

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: _____
Jim Melvin, Chairman

ATTEST:

Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify
that the same was adopted and filed of record and sent electronically to the Secretary of the State
of Florida, on this _____ day of _____, 2014.

Donald C. Spencer, Clerk of Court

DRAFT

RESOLUTION NO. 2014-____

WHEREAS, the Board of county Commissioners approves placing the following referendum on the ballot for the November 4, 2014, General Election, to be answered by voters in Santa Rosa County, Florida:

NON-BINDING REFERENDUM

“Shall a new Santa Rosa County Courthouse be constructed at a site north of Highway 90 at a location _____ miles west of the intersection of Highway 90 with Avalon Boulevard on a portion of Parcel 07-1N-28-0000-01500-0000, at an approximate cost of \$ _____?”

YES _____

NO _____

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

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

BY: _____
Chairman

ATTEST: _____
Clerk

RESOLUTION NO. 2014-_____

WHEREAS, the Board of county Commissioners approves placing the following referendum on the ballot for the November 4, 2014, General Election, to be answered by voters in Santa Rosa County, Florida:

NON-BINDING REFERENDUM

“Shall a new Santa Rosa County Courthouse be constructed in downtown Milton at a site adjacent to the existing courthouse on parcels including Parcel 03-1N-28-2530-03200-0011, at an approximate cost of \$ _____?”

YES _____

NO _____

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

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

BY: _____
Chairman

ATTEST: _____
Clerk

RESOLUTION NO. 2014-_____

WHEREAS, the Board of county Commissioners approves placing the following referendum on the ballot for the November 4, 2014, General Election, to be answered by voters in Santa Rosa County, Florida:

NON-BINDING REFERENDUM

“Shall a new Santa Rosa County Courthouse be constructed in east Milton at a site south of Highway 90, _____ miles east of Blackwater River, on a portion of Parcel 01-1N-28-0000-00200-0000, at an approximate cost of \$ _____?”

YES _____

NO _____

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

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

BY: _____
Chairman

ATTEST: _____
Clerk

Hunter Walker

From: Roy Andrews
Sent: Wednesday, August 06, 2014 3:57 PM
To: Hunter Walker
Subject: FW: Non-binding referendum

From: Tappie Villane
Sent: Wednesday, August 06, 2014 3:01 PM
To: Roy Andrews
Cc: Jo Hutcherson
Subject: FW: Non-binding referendum

Below is the response from the Division of Elections regarding the non-binding referendum language.

Hope this helps,

Tappie A. Villane
Supervisor of Elections
Santa Rosa County
(850) 983-1900

From: Holland, Gary J. [<mailto:Gary.Holland@DOS.MyFlorida.com>]
Sent: Wednesday, August 06, 2014 2:57 PM
To: Tappie Villane
Cc: Jones, Jordan
Subject: RE: Non-binding referendum

Tappie:

First, a county commission has the authority to place a non-binding referendum on the ballots (s. 125.01(1)(y), FS).

Second, s. 101.161, FS, requires any public measure (not defined in statute, but my opinion is that a non-binding referendum would be included in the definition) to be subject to the 15-word title and 75-word summary limits.

Third, s. 101.161, FS, requires the public measure followed by “yes” and “no” such that “yes” indicates approval and “no” indicated rejection of the proposal.

Therefore, I think there are two options:

- (1) List 3 separate measures: Should the courthouse be located at A? Yes No -- Repeat the public measure two more times on the ballot with only the location being changed.

(2) Have one measure, but indicate in the measure that the voter is to vote yes to only one of the three questions:

1. Location A: Yes No
2. Location B: Yes No
3. Location C: Yes No

Both will hopefully accomplish the same result, but the first option will allow each voter to vote on each site and would give the county a truer vote count. I think the second option may create overvotes that would skew the results.

Regards,

Gary J. Holland

Assistant Director, Division of Elections

Florida Department of State

R.A. Gray Building, 500 S. Bronough Street

Tallahassee, FL 32399-0250

Phone: 850-245-6200

Fax: 850-245-6217

Note: This response is provided for reference only and does not constitute a formal legal opinion or representation from the Department of State or the Division of Elections. As applied to a particular set of facts or circumstances, interested parties should refer to the Florida Statutes and applicable case law, and/or consult an attorney to represent their interests before drawing any legal conclusions or relying upon the information provided.

Florida has a very broad public records law. Written communications to or from state officials regarding state business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, this email and any that you sent that generated this response may be subject to public disclosure.

From: Tappie Villane [<mailto:villane@santarosa.fl.gov>]

Sent: Wednesday, August 06, 2014 3:37 PM

To: Holland, Gary J.

Subject: Non-binding referendum

Good afternoon Gary...I have a question regarding a non-binding referendum. Santa Rosa County is looking at putting a non-binding referendum on the General ballot for voters to choose a location for the courthouse. There are a couple of questions that have been brought to my attention and they are as follows:

There are 3 sites to choose from, can each of these sites be listed and the voters be asked to vote for one, or does the ballot language need to include a yes or no beside each one. If it needs to have a yes or no beside each one, can there be the option in the ballot language for the voter to only pick one? (This would prevent someone for voting for more than one)

Also, do the non-binding referendums fall within the 75 word limit?



Pace Fire/Rescue District

4773 Pace Patriot Blvd
Pace, FL 32571
850-994-6884
FAX 850-994-3683
www.pacefirerescuedistrict.com

received
7-31-14

Adm
Angie
4

July, 29, 2014

Hunter Walker
County Administrator
6495 Caroline Street
Milton, FL 32571

The following is the wording of the Non-Binding referendum:

Shall an independent special district be created for the Pace Fire Department to continue providing quality fire, rescue and emergency medical services for the residents of the expanding Pace community with the authority to levy assessments, fees, charges and millage not to exceed the maximum 3.75 mills, pursuant to Section 191.009, Florida Statutes?

Regards,

Donnie Wadkins
Fire Chief

Cc: Chris Lyons—Shareholder of Lewis, Longman & Walker, P. A.
Board of Directors—Pace Fire Department

RESOLUTION NO. 2014 - 15

WHEREAS, the Board of County Commissioners approves placing the following referendum on the ballot for the November 4, 2014, General Election, to be answered by voters in Santa Rosa County Voting Precincts 26, 29, 34, 35, 38 and 40 only:

NON-BINDING REFERENDUM

“Shall a legislative effort be pursued to consider the municipal incorporation of Navarre, which includes proposed legislation and the submittal of a feasibility study to the Florida Legislature?”

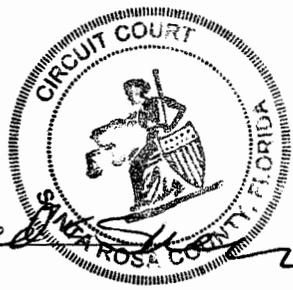
YES _____

NO _____

PASSED AND ADOPTED by the Board of County Commissioners, Santa Rosa County, Florida, on a vote of 3 yeas, 0 nays, and 1 absent this 22nd the day of May, 2014.

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

BY: *Jim [Signature]*
Chairman



ATTEST: *Dale [Signature]*
Clerk

Hunter Walker

From: Laurie Gallup <laurie@navarrelistings.com>
Sent: Thursday, August 07, 2014 11:01 AM
To: Hunter Walker
Cc: Board of County Commissioners
Subject: Re: FW: Navarre incorporation feasibility study

Hi Hunter,

Our committee received the draft report yesterday afternoon. We will need one week to review it and make any necessary edits. We will then release the final report to the County and the public next week.

This will still give us almost three months to debate and hold town hall meetings before the straw poll on November 4th.

I will send the final report to you once it is received from BJM Consulting.

Thanks,

Laurie Gallup

On Thu, Aug 7, 2014 at 8:32 AM, Hunter Walker <HunterW@santarosa.fl.gov> wrote:

Laurie, please notify this office when you receive the BJM incorporation feasibility study referenced below.
Thanks, Hunter

From: Hunter Walker
Sent: Tuesday, August 05, 2014 11:53 AM
To: 'Etta'
Cc: Board of County Commissioners; 'Laurie Gallup'; 'Joe Mazurkiewicz'

Subject: RE: Navarre incorporation feasibility study

Etta,

The Board approved the Resolution with the addition you noted. According to BJM Consulting the study will be forwarded to the Committee tomorrow (Wednesday). Hunter

From: Etta [mailto:ettalawlor@mediacombb.net]
Sent: Friday, August 01, 2014 8:10 PM
To: Hunter Walker
Cc: Board of County Commissioners
Subject: Navarre incorporation feasibility study

At the May 22, 2014 regular Board meeting the President of BJM Consulting said the Navarre incorporation feasibility study would be completed by the second week of July and the Board approved the non-binding incorporation referendum for the November 4, 2014 ballot with the caveat that the feasibility study be completed by the end of July.

Is this incorporation feasibility study done?

If the incorporation feasibility study is not done will the non-binding referendum be on the November 4, 2014 ballot?

Etta Lawlor

Navarre, FL

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

--
Laurie Gallup
Navarre Properties
8577 Gulf Blvd OFC
Navarre Beach FL 32566
850-936-1312
www.navarrelistings.com



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: Hunter Walker, County Administrator
FROM: Tony Gomillion, Public Services Director
SUBJECT: Navarre Park Restroom
DATE: August 6, 2014

The code review of the planned restroom facility performed by Rhonda is attached along with an estimate for the material cost and associated flood map for this area. The following are a few key points for consideration:

- The plans submitted by the volunteer group are primarily conceptual which resulted in her notes being very general. A complete set of plans that include the items she notes would be needed for permitting. She did have a conversation with the engineer who would seal the plans (commercial plans require engineer or architect), and he indicated a willingness to work with the group on a complete set of plans.
- The plans submitted differ in design from what has previously been discussed in terms of construction materials. Based on the flood potential, as well as the daily maintenance requirements, it is recommended that concrete masonry be considered for the walls, with the matching roof design essentially remaining the same. Navarre Beach and building maintenance staff can describe the challenges of daily cleaning and maintenance of these facilities along with the longevity of concrete masonry construction as opposed to wood frame construction.
- The actual location on the site and the peripheral access features (sidewalks, handicap parking), along with a review of the utility conditions on site (it is our understanding that one of the lift stations is currently abandoned) needs to be evaluated and determined. The development of a specific site plan will affect the grade of the building and needs to be established in order that any issues can be factored into the design grade of the building.

I would recommend that the Board establish a budget along with the type of construction material they desire (concrete masonry or wood frame), as well as whether they want the facility to be air conditioned, then refer back to staff to determine the exact location of the facility along with any other site planning design that would be needed. In addition, once this site information is established, that a meeting be established with the design professional,

Animal Services Dale Hamilton Director 4451 Pine Forest Road Milton, FL 32583 (850) 983-4680	Building Inspections & Code Compliance Rhonda C. Royals Building Official 6051 Old Bagdad Hwy, Ste 202 Milton, FL 32583 (850) 981-7000	Emergency Management Brad Baker Director 4499 Pine Forest Rd Milton, FL 32583 (850) 983-5360	Community Planning, Zoning & Development Rebecca Cato Director 6051 Old Bagdad Hwy, Ste 202 Milton, FL 32583 (850) 981-7000	Veterans Services Karen Haworth Director 6051 Old Bagdad Hwy, Ste 204 Milton, FL 32583 (850) 981-7155
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"One Team, One Goal, One Mission"

volunteer group and County staff to review and move forward with a complete set of plans for permitting and construction. If the project moves forward as a volunteer project, there would need to be a plan of coordination and documentation to ensure the project proceeds with proper safety precautions and inspections during the construction phase.

Animal Services
Dale Hamilton
Director

1451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

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

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

Emergency Management
Brad Baker
Director

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

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

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

Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"



Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

TO: Tony, Public Service Director

FROM: Rhonda Royals, Building Official

SUBJECT: Navarre Park Restroom Review

DATE: August 4, 2014

The following plan review comments are based on a preliminary review of the new Navarre Park Restroom Facility. It is my understanding, this structure will be of a wood construction and will be located at west end of Navarre Park between the large rectangle and octagon pavilions just southwest of existing lift station. This location is not within a special flood hazard area (see attached map).

Plans

- F.S. requires a design professional (licensed architect/engineer)
- Plans details needed:
 - Minimum wind design compliance of 150 mph required
 - Need structural details, including truss sheets
 - Opening protection required by use of approved shutters or impact glazing.
 - Need electrical riser diagram – a licensed electrical contractor may perform design work
 - Need plumbing riser diagram – a licensed plumbing contractor may perform design work.
 - Need Sizing/Ventilation Schedules if HVAC installed – a licensed mechanical contractor may perform design work.
 - Provide HC parking space located near building to ensure shortest accessible route into building. Must provide accessible route to bathrooms.
 - Handicapped bathroom details need correcting/detailed:
 - HC stall door opening must be 4-inches maximum from the side wall farthest from the water closet. Also, stall doors and entry access doors must have net clear opening of 32-inches.
 - Rear grab bar shall be 36-inches long minimum and extend from the centerline of the water closet 12-inches on one side and 24-inches minimum on the other (open) side.
 - HC urinal – shall be 13.5 inches deep minimum measured from the outer face of the rim to the back of the fixture with 36-inches width clearance.
 - Toilet paper dispensers shall be 7-inches minimum and 9-inches maximum in front of the water closet measured to the centerline of the dispenser.
 - Flush valves on handicapped water closets shall be located on the open side of the water closet.

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

- Need site plan showing location of building and distances to property line, other buildings, etc.
- Need Florida Product Approval on structural connectors, roofing material, windows, doors, exterior covering, hurricane shutters, etc.
- Energy Forms
- Termite treatment

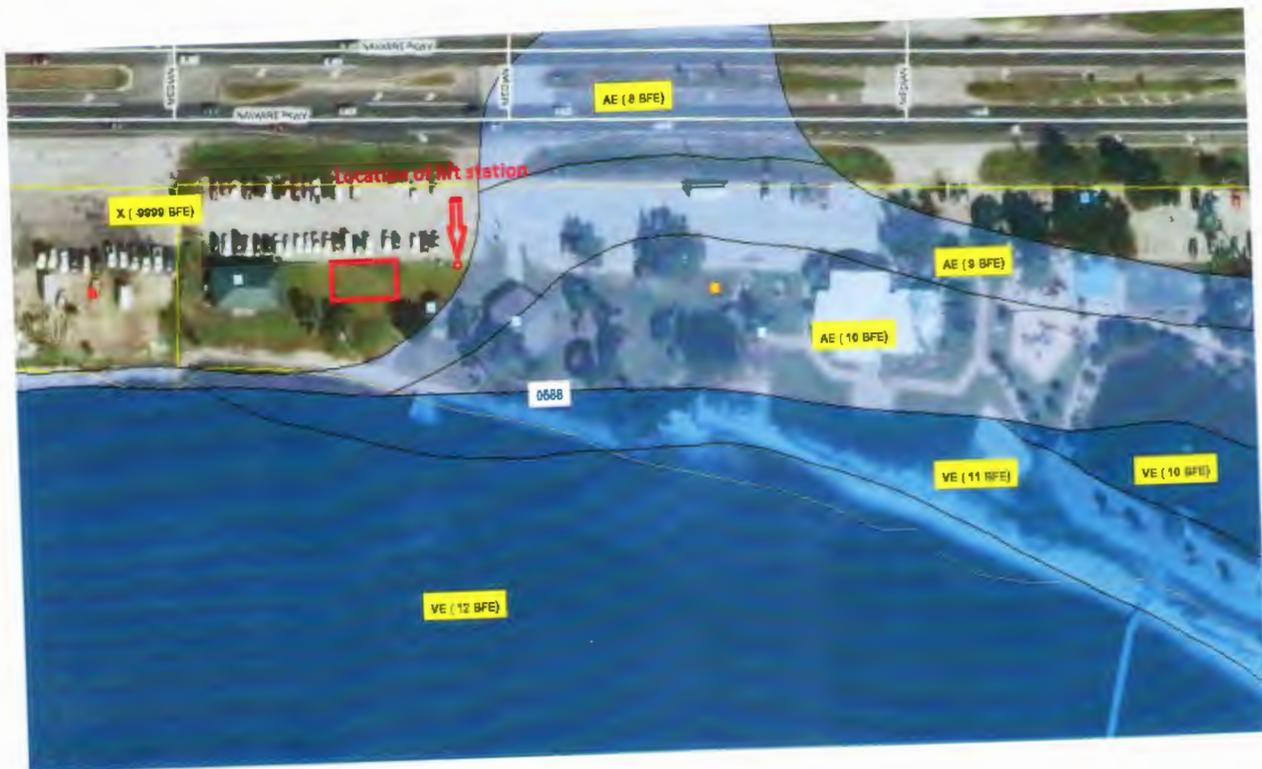
Recommendations

- Recommend using concrete masonry wall (CMU) construction in lieu of conventional wood frame wall construction. This type of construction will afford successful clean up after a flood event. Note: Ivan surge map indicates this area flooded.
- If CMU construction, recommend using some form of concrete sealant (at least to expected flood height) to reduce seepage of floodwater through walls and wall penetrations
- Recommend omitting HVAC or ensure units are elevated.
- Recommend adding flood vents

Additional Items needed/noted:

- Exterior wall covering and roofing covering should match existing material used in park.
- Assignment of a county project manager to oversee construction/approval of invoices/verify materials lists, etc.

ESTIMATED COSTS	
Building - Foundation, CMU walls, Roof Trusses, Roof Covering, Windows, Doors, Flood Vents, etc.	\$22,077.00
Plumbing - Fixtures, Material Costs	\$14,618.00
HVAC	\$3,329.00
Electrical	\$3,500.00
Construction Insurance	\$1,000.00
Ceiling Insulation	\$1,250.00
Ceiling sheetrock, tap, mud, screws, finish	\$2,000.00
SUB TOTAL	\$47,774.00
ADD 10% for errors/omissions	\$5,227.00
Fire Impact/Review Fees	\$400.00
Water/Sewer Impact Capacity Fees (\$4500 for water and \$8400 sewer)	\$12,900.00
TOTAL ESTIMATED COST	\$66,301.00



Hospital LIP/DSH/SWI Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Santa Rosa County (the Board) on behalf of Santa Rosa County, and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, Board and the Agency, agree that Board will remit to the State an amount not to exceed a grand total of \$122,483.
 - a. The Board and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the Board and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - iii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - iv. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - v. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - vi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The Board will pay the State an amount not to exceed the grand total amount of \$122,483. The Board will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$30,620 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$30,621 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.
 - c. The State will bill the Board when each quarterly payment is due.

3. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.
4. The Board and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the Board and State agree that the Board shall have access to these records and the supporting documentation by requesting the same from the State.
5. The Board and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The Board confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The Board agrees the following provision shall be included in any agreements between the Board and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

LIP/DSH/SWI Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2014-2015
Low Income Pool Program	\$122,483
Disproportionate Share Hospitals Program	\$ 0
State Wide Issues Program	\$ 0
Total Funding	\$122,483

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this LOA on the day and year above first written.

Santa Rosa County

State of Florida

Signature

Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



8

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

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

M E M O R A N D U M

TO: Board of Commissioners

FROM: *HW* Hunter Walker, County Administrator

DATE: July 29, 2014

SUBJECT: Assignment of Lease for Former DMV Office

Find attached from the Florida Department of Highway Safety and Motor Vehicles regarding transfer of lease for the former driver's license building and property at 6089 Old Bagdad Highway to Florida Department of Agriculture and Consumer Services. That property was leased to the State in 1973 for term of ninety-nine (99) years and State constructed driver's license facility including office building and driving course on the site.

Several years ago the County Tax Collector assume responsibility for issuance and renewal of drivers licenses, thus the State no longer needs it for that purpose. The Department of Agriculture desires to assume this lease and centralize its Forestry Division fire suppression and FWC law enforcement into the DMV facility and the Forestry Department building immediately to the east on corner of Old Bagdad Highway and Pine Forest Road.

This assignment/transfer of lease will be on agenda for Monday August 11, 2014 Committee-of-the-Whole meeting.

A SAFER
FLORIDA
HIGHWAY SAFETY AND MOTOR VEHICLES

Adm
Angie
Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0800
www.flhsmv.gov

July 16, 2014

To: Mr. Hunter Walker, County Administrator
Santa Rosa County

VIA: Deana Metcalf *DM*
Director – Administrative Services, DHSMV

FROM: T.J. Lewis *TJL*
Real Estate Leasing Consultant, DHSMV

RE: **Lease No.: 33-01**
6089 Old Bagdad Highway
Milton, Florida

Dear Mr. Walker:

This memo will serve as the Department of Highway Safety & Motor Vehicles (DHSMV) request to assign the Lease Agreement (attached) for the property located at 6089 Old Bagdad Highway, Milton, Florida to the Florida Department of Agriculture and Consumer Services.

Listed below is the contact for the Florida Department of Agriculture Consumer Services who will assist in the transfer of the leasehold interest in the above referenced property.

Wendy Batts, Government Analyst II
Florida Department of Agriculture and Consumer Services
Division of Administration
407 South Calhoun Street #408
Tallahassee, Florida 32399-0800
Wendy.Batts@FreshFromFlorida.com
(850) 617-7028 Office
(850) 617-7075 Fax

Should you have any further questions regarding this agency request, please do not hesitate to contact me at (850)617-3198 or by e-mail at TaureanLewis@FLHSMV.gov.

TJL/

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 23rd day of April, A.D., 1973 by and between Santa Rosa County, a political subdivision of the State of Florida, party of the first part, hereinafter referred to as the Lessor, and the State of Florida, Department of Highway Safety and Motor Vehicles, party of the second part, hereinafter referred to as the Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Santa Rosa County, Florida described as follows:

1343.85 ← Commencing at the Northeast Corner of Section 17, T-1-N, R-28-W, Santa Rosa County, Florida thence run West on the North line of said Section for a distance of 685.00 ft., thence South 40.00 ft. to the South R/W line of Bagdad Hwy. (80' R/W) and the West R/W line of Pine Forest Rd. (50' R/W); thence continue South along the West R/W line of Pine Forest Rd. for a dist. of 200.00 ft. for a P.O.B.; thence continue South along said West R/W line for a dist. of 600.00 ft., thence West for a distance of 250.00 ft., thence North for a distance of 800.00 ft., to the South R/W line at Bagdad Hwy., thence east along said South R/W line for a dist. of 150.00 ft., thence South for a dist. of 200.00 ft., thence East for a dist. of 100.00 ft. to the P.O.B. containing 4.132 acres - more or less.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

I. TERM

TO HAVE AND TO HOLD the above described premises for a term of 99 years, commencing on the 1st day of May, A.D., 1973, and ending on the 1st day of May, A.D., 2072.

II. EXPIRATION OF TERM

Upon termination of the lease either by expiration of the term or because of a breach of a covenant by the Lessee, then and in either event the Lessee will peaceably yield up to the Lessor the demised premises, including all buildings and land improvements, except movable personal property. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

III. RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay to the Lessor the sum of one dollar (\$1.00) per annum payable on the first day of May of each year. The rentals shall be paid to the Lessor at Milton, Santa Rosa County, Florida.

IV. CONSTRUCTION OF IMPROVEMENTS

That the Lessee shall have the right to construct upon the demised land buildings and other land improvements, which at the termination of this lease shall become the property of the Lessor.

V. MAINTENANCE AND REPAIRS

That the Lessee shall provide for all maintenance and repairs to the premises and improvements thereto.

VI. UTILITIES

That the Lessee will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Lessee on the premises.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

VIII. FIRE AND OTHER HAZARDS

In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessee shall repair all damage at its own cost and expense.

IX. SUBLETTING AND ASSIGNMENT

The Lessee shall not sublet any of the demised premises or assign this lease without the written consent of Lessor.

X. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XI. BREACH OF COVENANT

These presents are upon this condition, that except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue

for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XII. INSURANCE

Lessee shall carry fire insurance on the demised premises in an amount equal to the value of the building.

XIII. USE OF PREMISES

The demised premises shall be used for the exclusive purpose of an official State Driver License Facility and purposes related thereto, and in the event that this use is abandoned by the Lessee or if the premises are used for purposes inconsistent with this lease, this lease agreement may be terminated at the option of the Lessor, and all buildings and improvements located thereon, except personal property, shall become the property of Lessor without compensation to the Lessee for the value thereof.

XIV. NOTICES

All notices required to be served upon the Lessor shall be served by registered or certified mail, return receipt requested, at Santa Rosa County Court House, Milton, Florida and all notices required to be served upon the Lessee shall be served by registered or certified mail, return receipt requested, at the address of the Lessee at Neil Kirkman Building, Tallahassee, Florida 32304.

XV. DEFINITION OF TERMS

(a) The terms "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

SANTA ROSA COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: Donald F. Barnes
Clerk

By: Janis Howell
Chairman

STATE OF FLORIDA, DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES

Virginia C. Elder
Witness
Paul T. Rouse
Witness

By: Ralph Davis
Executive Director

X

NOTE FLOODING IS HIGHLY UNLIKELY

This Legal Description Taken from
Survey on 11-15-74 by Barrett, Daffin
& Figg and Eugene Pensacola Fla

LEGAL DESCRIPTION

Commencing at the Northeast corner of Section 17, Township 1 North, Range 28 East, Santa Rosa County, Florida; thence proceed West following the North line of said section for a distance of 1342.05 feet, thence South through an interior angle of $89^{\circ}56'15''$ for a distance of 240 feet, thence West through an interior angle of $89^{\circ}56'15''$ for a distance of 25 feet to the Point of Beginning. Continue West along the line last traversed for a distance of 100 feet, thence North through an interior angle of $90^{\circ}03'45''$ for a distance of 200 feet, thence West through an interior angle at $90^{\circ}03'45''$ for a distance of 150 feet, thence South through an interior angle of $89^{\circ}56'15''$ for a distance of 300 feet, thence East through an interior angle of $90^{\circ}03'45''$ for a distance of 250 feet, thence North through an interior angle of $89^{\circ}56'15''$ for a distance of 600 feet to the Point of Beginning.
This parcel of land contains 4.13 acres, more or less.

**BID OPENING
July 22, 2014
Milton, Florida**

Present: Procurement Officer; Bill Walther representing Bill Walther Construction; Tony Fernandez representing Design Home Builders, Inc.; and Elizabeth Wesson representing Thompson CAT Rental Store: The meeting took place at 10:00 a.m.

The purpose of the meeting was to receive bids for the Housing Reconstruction Project located at 7228 Beverly Street; bids for the sale of Property located on Patterson Town Road; and bids for one front mount broom; bids were received from the following:

Housing Reconstruction Project located at 7228 Beverly Street:

- | | |
|---------------------------------|----------|
| 1. Joe Baker Construction, Inc. | \$69,200 |
| 2. Bill Walther Construction | \$73,225 |
| 3. Design Home Builders, Inc. | \$95,330 |

Sale of Property located on Patterson Town Road:

- | | |
|------------------------------|------------|
| 1. Clyde C. "Eddie" Wease II | \$1,452.52 |
| 2. Terrice Hill | \$1,430.00 |

Front Mount Self-propelled Broom:

- | | |
|------------------------------|----------|
| 1. Thompson CAT Rental Store | \$48,085 |
|------------------------------|----------|

Bid for Pattersontown Road Property

Santa Rosa County, Florida

Submitted by:

Clyde C. Wease II

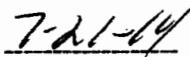
4632 Gunter Road, Milton, FL 32570

I, **Clyde C. Wease II** here-by submit a bid for the **Pattersontown Road Property** in the amount of **One Thousand Four Hundred Fifty Two Dollars and Fifty Two Cents (\$1,452.52)**.

I have also included a binder check in the amount of \$500.00 as required by the bid request.



Clyde C. Wease II (Eddie)



Date

17 July 14

Dear Sir
C/o Mr. O Smith

I'm Interest in Placing a Bid on
Property located in Patterson town
Parcel number 10-IN-28-0000-01000-0000.
I would like to Bid $1,430^{\frac{00}{24}}$ on this
Property.

Inclose check

Sincerely

Terrice A. Hill

JD Contact

Terrice Hill
12273 Golden Sun Dr.
El Paso, TX 79938

Tel 915-500-4176

e-mail

Terricehill@gmail.com

Terrice A. Hill
12273 Golden Sun Dr.
El Paso, TX 79938

Hunter Walker

From: Kim Cato-Chalmers <KCatoChalmers@MYGULFBANK.com>
Sent: Wednesday, August 06, 2014 1:20 PM
To: Hunter Walker
Subject: Veterans Day 5K - Nov 15th

Importance: High

Hunter,

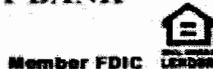
I have been speaking to Karen Hayward and Ralph about putting on a 5K on Veteran's Day weekend.

The November 15th, 5K Run would be hosted by the Santa Rosa County Fair Association and they would be sharing proceeds with the Veterans Memorial Foundation. Both of these are 5013's that need funds to continue to provide the services that they offer. Veterans to VA program and Veterans Services are very important to our community.

The set up will be at the Peter Prince Airport and the run will start at 3 pm. The run will follow a similar path of the Red Brick Run that they did for the boys and girls club and will end at the Fairgrounds. With ceremony / awards at 4:15.

I think this could be a great family annual event for Santa Rosa County. I would like to present this idea at the county commission meeting on Monday 08/11 if there is time.

Thanks, Kim



Kim Cato-Chalmers Mortgage Lender
Cell: 850-554-4000 Email: krcalmers1@mygulfbank.com
Call today to Pre-Qualify for your new home. NMLS#4984587

Kimberly Cato-Chalmers

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Vision: To be the Healthiest State in the Nation

received

7/30/14

Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Adm
Angie
Jaime
11

July 22, 2014

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

Dear Mr. Walker:

In order to reduce travel expenditures and maintain essential services to clients/patients who are residents of Santa Rosa County, it is requested that the county purchase and assign four (4) new vehicles to the Florida Department of Health in Santa Rosa County.

The request is for three (3) compact 4 X 4 pickup trucks and one (1) full size Ford Explorer. The trucks will be utilized by Environmental Health staff working in the field and the Ford Explorer will be used for local and distance business travel to conferences attended by multiple personnel. A reduction in funding for fiscal year 2014-2015 is requested to cover the cost of the vehicles.

The vehicles previously purchased are all at least 11 years old with over 100,000 miles each and have exceeded their recommended service periods. The age and excessive mileage of these vehicles raise concerns about their dependability.

New vehicles will decrease travel reimbursement costs by reducing employees' dependence on personal vehicles when traveling on department business. As the vehicles reach the end of their service periods, they will be returned to county inventory for auction.

Your favorable consideration of this request is appreciated. Should you have any questions or need additional information, please call me at 983-5200, ext. 108 or Del Lewis, Administrative Services Director, at ext. 168.

Respectfully,

Sandra L. Park-O'Hara, ARNP
Administrator

Emily Spencer

From: Ashley Jeffrey
Sent: Wednesday, July 30, 2014 8:54 AM
To: Emily Spencer
Subject: agenda item

Mr. Cole called wanting to place something on the next agenda for discussion. He wants to get regulations to where log trucks cannot travel certain roads.

Thank you,

Ashley Jeffrey
Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570
Ph. 850.983.1877
Fax. 850.983.1856

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.



...full accessibility to the park's amenities...



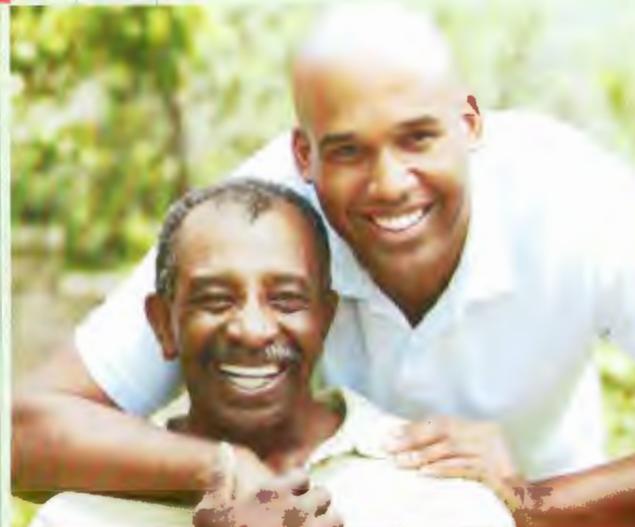
Agency for Persons with Disabilities
1-866-APD-CARES (1-866-273-2273)
(850) 488-4257
apdcares.org

Hawkins Recreational Park

Fun and relaxation for people
with disabilities and their families

Finding the Park

Hawkins Recreational Park is in Santa Rosa County in Northwest Florida. From Interstate 10, take Exit 26 and go north on County Road 191. Follow CR-191 through Bagdad and into Milton. Turn left onto Caroline Street (U.S. 90), and right onto Stewart Street (State Hwy. 87). After 0.8 mile, turn right onto Munson Highway (CR-191). Hawkins Park is one mile down on the right. Although the official address is 5550 Bubba Lane, the park's entrance is on Munson Highway.



agency for persons with disabilities
www.apdcares.org

JULY 2010

...a place for
observing wildlife
in a serene setting



Enjoying the Park

Hawkins Recreational Park is located near Milton, Florida, adjacent to Round Pen Bayou on the Blackwater River. The Agency for Persons with Disabilities (APD) has renovated the park to provide persons with disabilities and their families a place for relaxation and recreation.

The park's 23-acre landscape is filled with assorted flowers, crape myrtle, and magnolia trees. Its improvements provide full accessibility to the park's amenities, providing people with disabilities the opportunity to enjoy social activities with their families. Three pavilions are available for meetings and picnics. Grills are located at each pavilion for cookouts. An accessible bath house is available for guests.



Round Pen Bayou gives nature lovers a place for observing wildlife in a serene setting. Cypress, cedar, and loblolly pine

trees abound. Families can stroll on nature trails and a boardwalk trail as blue jays and cardinals perch on branches nearby. A fishing pier provides another enticing option for recreation.

Using the Park

Florida residents with disabilities, their families, and caregivers can enjoy Hawkins Recreational Park at no charge. The park is open year round. However, advance registration is requested to ensure access to the pavilions and grills.

Advance Registration Contact Info

Call APD's
Area 1 office at
(850) 595-8351
between 8 a.m.
and 4 p.m.

Central time,
Monday through
Friday.

Or write to:

APD Reservations Coordinator
160 Governmental Center
Suite 412
Pensacola, FL 32502



Hunter Walker

From: Michael Burton <burtonm@flcjn.net>
Sent: Tuesday, July 22, 2014 3:45 PM
To: Hunter Walker
Cc: Angie Jones; Clerk's Office - Janet Jimenez; Clerk's Office - Donald C Spencer
Subject: Hangar write-offs

Hunter,

I have two hangar accounts that need to be written off. One has had an outstanding balance since December 2012. We have attempted to contact and had no response. The other just vacated in April of this year, but he disputes that he owes the balance. We have advised him of the billing per the contract he signed and sent him a breakdown of the billing, but he has refused to pay. The accounts are as follows:

HB60000002 Charles Rowe \$223.66
HC20000004 Javan Montgomery \$408.56

Thanks,

Michael Burton, CPA
Financial Services Administrator
Santa Rosa County Clerk of Courts
6495 Caroline Street, Suite B
Milton, FL 32570
Phone: (850)-983-1843
Fax: (850)-983-1985

Florida has a very broad public records law. As a result, any written communication created or received by Santa Rosa County employees is subject to disclosure to the public and the media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or USPS.

Email scanned by Check Point



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



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

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

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

MEMORANDUM

TO: EMILY SPENCER

FROM: ANGELA J. JONES

DATE: JULY 24, 2014

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following are the headings for the advertisement of the ordinance imposing a local government infrastructure sales surtax which is to be heard at the public hearing beginning at 9:30 a.m., August 14, 2014 at the Regular Meeting of the Board of County Commissioners.

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, IMPOSING A LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX IN SANTA ROSA COUNTY FOR CONSTRUCTION OF A COURTHOUSE; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING FOR THE TIME LENGTH OF IMPOSITION; PROVIDING FOR DISTRIBUTION; PROVIDING BALLOT LANGUAGE; PROVIDING A GENERAL DESCRIPTION OF THE PROJECTS TO BE FUNDED BY THE SURTAX; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2014 - _____

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, IMPOSING A LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX IN SANTA ROSA COUNTY FOR CONSTRUCTION OF A COURTHOUSE; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING FOR THE TIME LENGTH OF IMPOSITION; PROVIDING FOR DISTRIBUTION; PROVIDING BALLOT LANGUAGE; PROVIDING A GENERAL DESCRIPTION OF THE PROJECTS TO BE FUNDED BY THE SURTAX; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 212.055, Florida Statutes, (the local sales tax law) authorizes Santa Rosa County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Santa Rosa County, as provided in Section 212.054; and

WHEREAS, a brief description of the project to be funded from the revenue is set forth in the language contained in this ordinance, as well as the ballot language; and

WHEREAS, the revenues of the local sales tax shall be distributed in accordance with Florida Statute 212.055(2)(e)(f).

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

SECTION 1. IMPOSITION OF LOCAL SALES TAX. Pursuant to the authorization granted by the local sales tax law and other applicable laws, there is hereby imposed a one percent (1%) local sales tax upon taxable transactions occurring within Santa Rosa County.

SECTION 2. SPECIAL REFERENDUM ELECTION. The local sales tax imposed in Section 1 of this Ordinance shall not take effect unless and until the local sales tax is approved by a majority of the electors of Santa Rosa County voting in a referendum election on the local sales tax held as required by this Ordinance. Said local sales tax shall take effect the first day of January, 2015.

SECTION 3. LENGTH OF IMPOSITION OF LOCAL SALES TAX. The local sales tax imposed hereby shall be effective for four (4) years from the date of levy.

SECTION 4. DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX. In accordance with the local sales tax law, revenues of the local sales tax hereby imposed shall be distributed in accordance with F.S. 212.055(2)(e)(f).

SECTION 5. HOLDING ELECTION. The Supervisor of Elections of Santa Rosa County is hereby directed to place the referendum election required by this Ordinance on the general election to be held on November 4, 2014.

SECTION 6. BALLOT QUESTION. The Supervisor of Elections of Santa Rosa County shall cause the following question to be placed on the ballot of the referendum held as required by this Ordinance:

SALES TAX FOR COURTHOUSE

"Shall a one-cent sales tax be levied to fund the construction of a new Courthouse at a location to be determined by referendum? The tax will be levied for a period of four (4) years."

_____ FOR THE ONE-CENT SALES TAX

_____ AGAINST THE ONE-CENT SALES TAX

SECTION 7. USE OF REVENUES. The proceeds shall be used for the items identified above.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, it is the intent of the Board that such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application and to this end the provisions of this Ordinance are declared severable.

SECTION 9. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

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

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

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: _____
Jim Melvin, Chairman

ATTEST:

Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify
that the same was adopted and filed of record and sent electronically to the Secretary of the State
of Florida, on this _____ day of _____, 2014.

Donald C. Spencer, Clerk of Court

DRAFT



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
August 11, 2014

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

This is a Preliminary check list:

The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for August 14, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of FAA Grant Offer in the amount of \$396,266.00 for rehabilitation of the East Apron at Peter Prince Airport. (Attachment A)
2. Discussion of bid award for the Villa Venyce canal dredging. (Bid date August 13, 2014)
3. Discussion of Change Order No. 2 with American Environmental Group for a 188 day increase of contract time and reduction of \$64,527.91 relative to the Landfill Gas Extraction System project. (Attachment B)
4. Recommend approval of Construction Plans for Pelican Bay, a 42 lot subdivision of a portion of Section 29, Township 2 South, Range 28 West, Santa Rosa County, Florida. (Working District 5) (Attachment C)

Location: ½ mile, more or less, West from Avalon Boulevard on U.S. 98, North on Redfish Point Road, property is on the West side of Redfish Point Road.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer July 30, 2014

Airport/Planning Area Peter Prince Airport

AIP Grant Number 3-12-0052-012-2014

DUNS Number 019988976

TO: Santa Rosa County
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 17, 2014, for a grant of Federal funds for a project at or associated with the Peter Prince Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Peter Prince Airport (herein called the "Project") consisting of the following:

"Rehabilitate East Apron (60,000 sq. ft.)"

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$396,266.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$396,266 for airport development.

Multi-Year Grant. This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is \$411,711, and the project is planned to be funded in Fiscal Years 2014 and 2015. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.
- 2. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 3. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 20, 2014, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover

Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain their information current in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

- 20. Exhibit “A” Incorporated by Reference.** The Exhibit “A” updated March 23, 1990 is incorporated herein by reference.

SPECIAL CONDITIONS

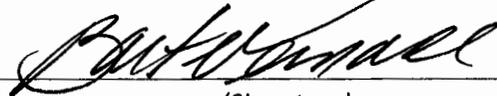
Multi-Year Grants - Letter of Agreement: The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States’ share of the total estimated cost of completion, except as provided in 49 USC § 47108(b).

Under 49 USC § 47108, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY-2015 pursuant to 49 USC § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.

It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law. The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY-2015. The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title)

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

No support documentation for this agenda item.



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

3
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 *Rob*

Date: August 5, 2014

Re: Landfill Gas Extraction System

Situation:

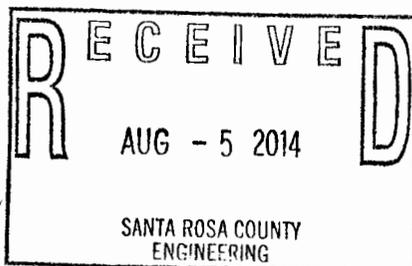
American Environmental Group has completed all work required under the Phase I Landfill Gas Collection and Control System Project. The only outstanding issues are with CBI/LFG Specialties related to warranty work for repair/replacement of a faulty flow meter.

Finding:

That AEG has satisfactory completed all work required for installation of the LFG Collection and Control System and the system is working as designed.

Recommendation:

That the Board of County Commissioners approve Change Order 2, an increase in contract time by 188 days and a decrease in the contract amount by \$64,527.91, for a final adjusted cost of \$1,211,019.09 for the construction and installation of the LFG Collection System and authorize release of stored retainage.



(850) 981-7135 • FAX (850) 981-7133

CONSTRUCTION CHANGE ORDER No. 2

Board of County Commissioners Contract Approval Dated July 25, 2013

Date: June 05, 2014

To: American Environmental Group, Ltd.
3600 Brecksville Road, Suite 100
Richfield, OH 44286

Project Name: Phase 1 Landfill Gas Collection & Control System Project, Santa Rosa County, FL

Describe changes here;

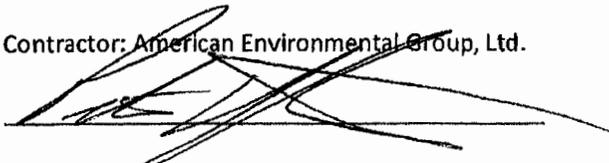
1. Various Field Directives Change Order No. 2 (See Attachment A)
Total Cost of Change Order 2: \$54,026.09
2. Current Balance of Contingency Fund (\$76,565- 53,398) = \$23,167.00
3. Bid Versus Final Actual Quantity Reconciliation (Attachment B)
Net Contract Adjustment: \$ 95,387.00 (added to Contingency Fund)
4. Funding full cost of CO 2 from Contingency Fund
5. Current Balance of Contingency Fund
6. Balance of Contingency Fund: \$118,554.00 - \$54,026.09 = \$64,527.91 in Contingency Fund
7. Reduction of Retainage Due to Base Contract Work achieving Substantial Completion on 2/25/14 and Final Completion on 4/18/14
8. Extend Contract Time by 188 Calendar Days

Description	Dollars	Time in Calendar Days
Original Contract Amount	<u>\$1,275,547.00</u>	<u>120</u>
Sum of Previous Changes	<u>\$ 0.00</u>	<u>40</u>
This Change Order	<u>\$ 54,026.09</u>	<u>188</u>
Prior Contingency Fund	<u>\$ 23,167.00</u>	<u>0</u>
Add Recon. To Contingency Fund	<u>\$ 95,387.00</u>	<u>0</u>
Adjusted Contingency Fund	<u>\$ 118,554.00</u>	<u>0</u>
Contingency Balance Les CO 2	<u>\$ 64,528.00</u>	<u>0</u>
Total Change to Contract Amount	<u>\$ 0.00</u>	<u>228</u>
Adjusted Agreement Amount/Time	<u>\$ 1,275,547.00</u>	<u>348</u>

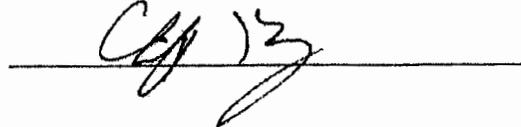
The contract Completion Date will be increased/~~Decreased~~ by 188 calendar days due to this Change Order. The new contract substantial completion data is August 20, 2014. Your acceptance of this Change Order shall constitute a modification to the Agreement and will be performed subject to all the same terms and conditions in the Agreement indicated above, as fully as if the same were repeated in this acceptance.

Accepted: June 5, 2014

Contractor: American Environmental Group, Ltd.



Engineer: HDR Engineering Inc.



Owner: Santa Rosa County, FL

**Santa Rosa County - Central Landfill
Change Order - Contract Summary**

Item	Description	Original Amount	Chang Order No. 1	Bid vs Actual Qtys	Chang Order No. 2
1	Drilling	119,161.00	119,161.00	119,161.00	119,161.00
2	Actual Work Completed			(114,817.00)	(114,817.00)
3	Less Amount Moved to Contingency				(4,344.00)
4					
5	Total Drilling	119,161.00	119,161.00	4,344.00	-
6	System Construction	1,095,646.00	1,095,646.00	1,095,646.00	1,095,646.00
7	Less 2500 SY Sod		(15,825.00)	(15,825.00)	(15,825.00)
8	Actual Work Completed			(988,778.00)	— (988,778.00)
9	Less Amount Moved to Contingency				(91,043.00)
10	Total System Construction	1,095,646.00	1,079,821.00	91,043.00	-
11	Contingency	60,740.00	60,740.00	60,740.00	60,740.00
12	Plus Money From Sod		15,825.00	15,825.00	15,825.00
13	Less Actual Change Order 1 Work			(53,398.00)	(53,398.00)
14	Plus Amount Moved From Drilling				4,344.00
15	Plus Amount Moved From Sys Const				91,043.00
16	Less Change Order No 2				(54,026.09)
17	Total Contingency	60,740.00	76,565.00	23,167.00	64,527.91
18	Totals	1,275,547.00	1,275,547.00	118,554.00	64,527.91

**Santa Rosa County - Central Landfill
Final Revenue/CO Summary**

1.00	Landfill Gas Well Drilling						
1.01	Mobilization	1	LS	8,500.00	8,500.00	1	8,500.00
1.02	Drilling 36" Borehole and Comp. of Vertical Well	417	VF	67.00	27,939.00	512	34,304.00
1.03	Drilling 36-inch Borehole Hole Caisson Well	506	VF	147.00	74,382.00	479	70,413.00
1.04	Abandonment	135	LF	44.00	5,940.00	-	-
1.05	Benching	15	EA	160.00	2,400.00	10	1,600.00
1.06							
1.07							
	Drilling Sub Total				119,161.00		114,817.00
2.00	Landfill Gas System Construction						
2.01	Performance and Payment Bonds and Insurance	1	LS	18,100.00	18,100.00	1	18,100.00
2.02	Mobilization / Demobilization	1	LS	21,500.00	21,500.00	1	21,500.00
2.03	Erosion and Sediment Control	1	LS	14,000.00	14,000.00	1	14,000.00
2.04	Wellhead Assembly	35	EA	816.00	28,560.00	35	28,560.00
2.05	Horizontal Wellhead Assembly	3	EA	605.00	1,815.00	3	1,815.00
2.06	Excavation and Completion of Horizontal Well	1,120	LF	54.00	60,480.00	1,095	59,130.00
2.07	12-inch SDR 17 HDPE Header Pipe	249	LF	36.00	8,964.00	249	8,964.00
2.08	10-inch SDR 17 HDPE Header Pipe	2,642	LF	30.00	79,260.00	2,580	77,400.00
2.09	8-inch SDR 17 HDPE Header Pipe	2,198	LF	22.00	48,356.00	2,198	48,356.00
2.10	4-inch SDR 11 Lateral Pipe	3,640	LF	18.00	65,520.00	3,640	65,520.00
2.11	4" x 8" HDPE SDR 11 Dual FM	230	LF	33.00	7,590.00	230	7,590.00
2.12	4-inch HDPE SDR 11 FM (Same Trench)	5,089	LF	6.00	30,534.00	5,089	30,534.00
2.13	2-inch HDPE SDR 9 Air Line Pipe (same trench)	7,984	LF	2.00	15,968.00	7,805	15,610.00
2.14	Header/Airline/Condensate Access Point	12	EA	1,850.00	22,200.00	12	22,200.00
2.15	U-Trap	3	EA	7,800.00	23,400.00	3	23,400.00
2.16	Condensate Sump	3	EA	19,000.00	57,000.00	3	57,000.00
2.17	10-inch Header Isolation Valve	2	EA	5,300.00	10,600.00	2	10,600.00
2.18	8-inch Header Isolation Valve	1	EA	4,600.00	4,600.00	1	4,600.00
2.19	Airline Isolation Valve Box Assembly	3	EA	3,000.00	9,000.00	3	9,000.00
2.20	Forcemain Isolation Valve Box Assembly	1	EA	5,800.00	5,800.00	1	5,800.00
2.21	18-inch Corrugated Metal Pipe Crossing	150	LF	51.00	7,650.00	150	7,650.00
2.22	18-inch Class III Reinforced Concrete Pipe	100	LF	40.00	4,000.00	-	-
2.23	Connection to Existing Manholes	3	EA	650.00	1,950.00	2	1,300.00
2.24	Connection to Existing Leachate Cleanouts	5	EA	1,100.00	5,500.00	4	4,400.00
2.25	Swale Crossing with FDOT Endwalls	1	EA	7,800.00	7,800.00	1	7,800.00
2.26	Miscellaneous Fittings	1	EA	11,500.00	11,500.00	1	11,500.00
2.27	Additional Trenching Depth (4ft - 8 Ft)	-	LF	5.00	-	-	-
2.28	Additional Trenching Depth (8ft-12 ft)	-	LF	13.00	-	-	-
2.29	Air and Force Main Stub Up at Vertical wells	30	EA	260.00	7,800.00	15	3,900.00
2.30	Pneumatic Pump Installation at Vertical Wells	5	EA	4,300.00	21,500.00	5	21,500.00
2.31	Hydroseeding	20	AC	2,045.00	40,900.00	-	-
2.32	Sodding	25,000	SY	2.11	52,750.00	-	-
2.33	Flare Station	1	LS	328,000.00	328,000.00	1	328,000.00
2.34	Compressor, Air Dryer, and All Weather Roof	1	LS	26,800.00	26,800.00	1	26,800.00
2.35	Flare Station Grading, Concrete Pads, Roof	1	LS	46,249.00	46,249.00	1	46,249.00
2.36							
2.37							
2.38							
	LFG Construction Sub Total				1,095,646.00		988,778.00
3.00	Other Misc. Work Items						
3.01	Contingency 5%	1	LS	60,740.00	60,740.00	-	-
3.02	Installation of 10 Dewatering Pumps		EA	4,300.00	-	10.0	43,000.00
3.03	Additional 4-inch FM Same Trench		LF	6.00	-	1,528.0	9,174.00
3.04	Retro fit Flanges / Additional 2-inch Air Line		LF	2.00	-	612.0	1,224.00
3.05							
3.06							
	Other Misc. Work Items Sub Total				60,740.00		53,398.00
	Base Contract Value				1,275,547.00		1,166,993.00
4.00	Pending Change Order No.2						
4.01	See Attached for Detail		LS	54,026.09		1.0	54,026.09
	Sub Total Contract Changes				0		54,026.09
					1,275,547.00		1,211,019.09

Contract Balance

64,527.91



PELICAN BAY

EBBTIDE LN

PARADISE BAY DR

REDFISH POINT RD

AVALON BLVD

RED SNAPPER CT

BAY WIND DR

SAIL WIND DR

MARINERS DR



QUAIL RUN RD

OAKHILL RD

MORNINGTIDE DR

SKYLER DR

MARIMACK DR

GREEN BRIAR PKWY

GREEN BRIAR CIR

WINDY LN

GULF WINDS DR

SOUTHWIND DR

SOUTHWIND DR

GULF BREEZE PKWY

MEDIAN

GULF BREEZE PKWY

CALCUTTA DR

RANGOON CV

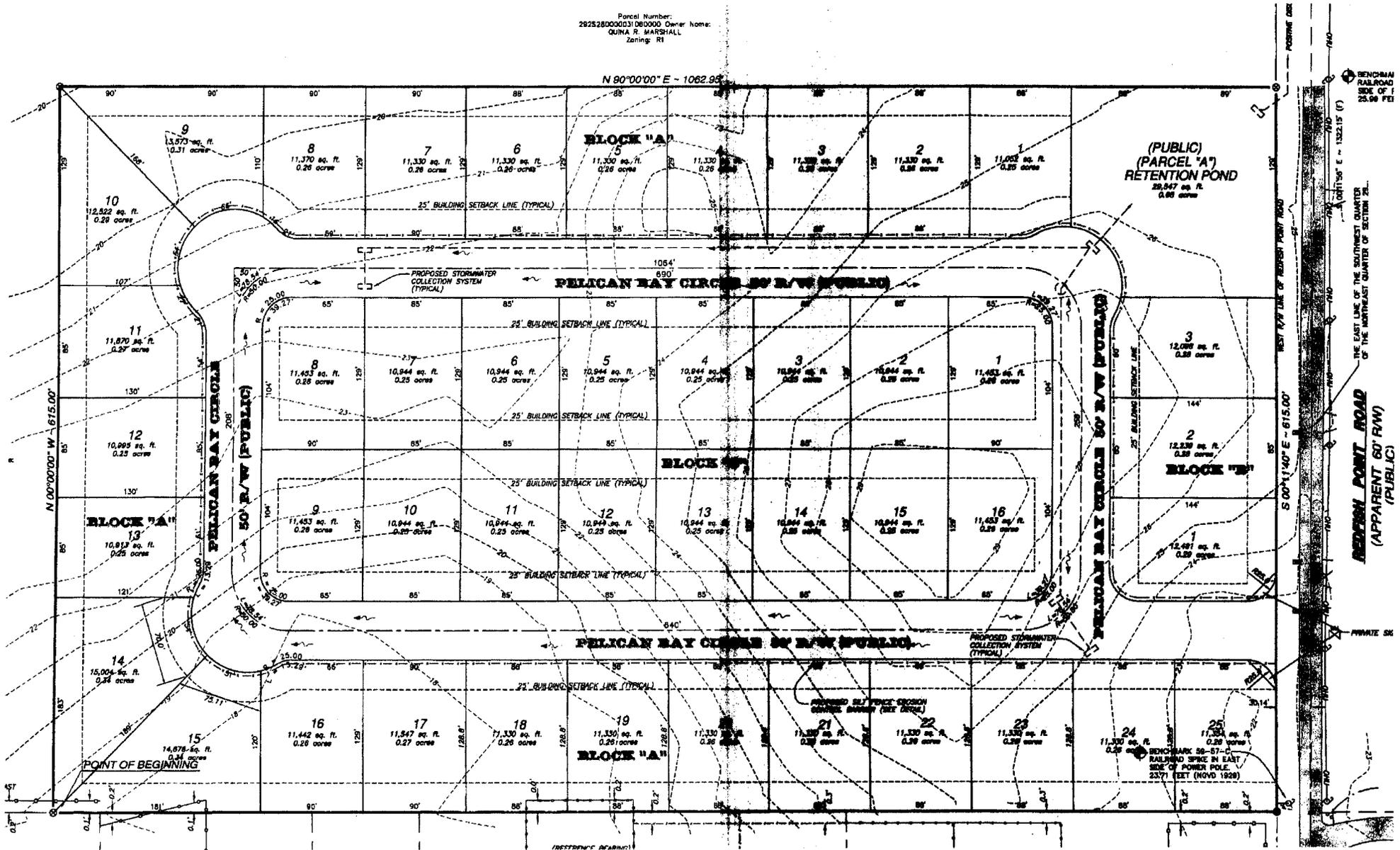
TIGER POINT BLVD

STERLING POINT DR

Pelican Bay

Parcel Number:
28252800003100000 Owner Name:
QUINA R. MARSHALL
Zoning: R1

N 80°00'00" E - 1062.98'



BENCHMARK RAILROAD ROAD
SIDE OF 1
25.96 FEET

THE EAST LINE OF THE SOUTHWEST QUARTER
OF THE NORTWEST QUARTER OF SECTION 28.

REDFISH POINT ROAD
(APPARENT 60' R/W)
(PUBLIC)

PRIVATE SK

(PUBLIC)
(PARCEL "A")
RETENTION POND
23,847 sq. ft.
0.55 acres

3
12,000 sq. ft.
0.28 acres

2
12,238 sq. ft.
0.28 acres

BLOCK "B"

1
12,001 sq. ft.
0.28 acres

BLOCK "A"

PELICAN BAY CIRCLE 60' R/W (PUBLIC)

BLOCK "C"

PELICAN BAY CIRCLE 60' R/W (PUBLIC)

BLOCK "A"

BLOCK "A"

POINT OF BEGINNING

PELICAN BAY CIRCLE 50' R/W (PUBLIC)

PELICAN BAY CIRCLE 50' R/W (PUBLIC)

PROPOSED STORMWATER
COLLECTION SYSTEM
(TYPICAL)

PROPOSED STORMWATER
COLLECTION SYSTEM
(TYPICAL)

PROPOSED SELF-PROTECT DESIGN
SPRINKLER (SEE PLAN)

BENCHMARK 56-57-C
RAILROAD SPIKE IN EAST
SIDE OF POWER POLE -
2371 FEET (NOV 1928)

(REFERENCE BEARING)



Public Services Committee

Chaired by:
Lynchard and Williamson

Meeting:
August 11, 2014, 9:00 A.M.

AGENDA

Development Services

1. Discussion of consolidation of the Electrical and Building Board of Adjustments and Appeals.
2. Discussion of the High Water Mark Initiative, created by FEMA and seven other Federal Agencies.

Animal Services

3. Recommend the Board accept the Florida Animal Friend Grant in the amount of \$25,000. There is no local match requirement for this grant.



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: Rhonda Royals, Building Official
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Public Hearing Request
DATE: July 28, 2014

DISCUSSION

After further consideration it has been determined that it would be more efficient to combine the Electrical Board of Adjustments and Appeals with the Building Code Board of Adjustments and Appeals by adding an electrical representative in the 7 member board. The new board would consist of: 1 building tradesperson; 1 electrical tradesperson; 1 plumbing tradesperson; 1 mechanical tradesperson; and 3 consumer representatives.

RECOMMENDATION

That the Board authorize a public hearing to consider the necessary ordinance change.

Animal Services
Dale Hamilton
Director

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

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

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

Emergency Management
Brad Baker
Director

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

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

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

Veterans Services
Karen Haworth
Director

6051 Old Bagdad Hwy, Ste 204
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"One Team, One Goal, One Mission"



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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Rhonda Royals, Building Official
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: High Water Mark Initiative
DATE: July 28, 2014

BACKGROUND

The High Water Mark Initiative, created by FEMA and seven other Federal Agencies, helps communities remind residents of major local floods and encourage them to prepare for the next one. Participating communities post high water mark signs in prominent places.

DISCUSSION

On June 20, 2014, FEMA Region IV and FEMA Headquarters contacted Santa Rosa County to advise that we have been chosen to participate in the High Water Mark Campaign. This initiative will provide additional Community Rating System (CRS) points towards flood insurance premium reductions and will assist citizens when purchasing property, building a structure and preparing for flooding by educating the public on the levels of flooding experienced in the past. This is done by the placing of high water mark signs in places around the county.

The Memorandum of Understanding is attached for your review. This initiative will only cost the County staff time since the signs will be paid for by FEMA and/or their Federal partners.

RECOMMENDATION

That the Board decide if the County should participate in this initiative.

Animal Services
Dale Hamilton
Director

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Milton, FL 32583
(850) 983-4680

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Karen Haworth
Director

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"One Team, One Goal, One Mission"

Memorandum of Understanding for Community Partners

This is a voluntary partnership between _____ (community name) and the Federal Working Group's High Water Mark Initiative (HWMI). HWMI's goal is to motivate people to take action to protect themselves from flood risk by reminding them of significant past flooding and providing them with information about steps they can take now to prepare for the next one. This Memorandum takes effect when signed by both parties. Upon your acceptance as an HWMI Participant, your organization and contact information will be considered publicly-available information.

The Federal Working Group partners with communities to help achieve the goals of the HWMI. Community Participants are encouraged to work in partnership with a Federal Working Group designee in developing their HWMI projects and to promote their experiences with other communities. The responsibilities of each partner—the Federal Working Group and the Community Partner—are summarized below.

The Federal Working Group's Responsibilities

- Help the Partner facilitate HWMI project development and help the Partner overcome project barriers by providing information, tools, templates, lessons learned, and technical assistance by phone or webinar, where appropriate.
- Notify regional and federal agency representatives to provide additional assistance to the project.
- Publicly recognize the Partner, such as through the website www.fema.gov/knowyourline and other venues and take actions to increase the public's knowledge of the Partner's involvement with this beneficial project.
- Provide templates and ideas to help the Partner plan its Planning Kickoff Meeting and attend the meeting, if possible.
- Provide templates and best practices to help the Partner plan its Launch Event and attend the launch, if possible.
- Provide and assist the Partner in using marketing tools (e.g., templates for posters, brochures, and press releases) to help the Partner communicate the benefits of the HWMI to its constituents.
- Help the Partner plan its ongoing outreach. Designate a HWMI liaison and notify Partner of any change in the designated liaison.
- Collect the Partner's sign design and outreach plan to share with future partners as applicable.
- The Federal Working Group will only release information obtained from the Partner without prior authorization from that organization if required to do so under the Freedom of Information Act or other applicable laws.

Community Partner's Responsibilities

- Appoint a representative as HWMI Coordinator and notify the Federal Working Group designee of any change in the designated liaison.
- Conduct a Planning Kickoff Meeting to plan project logistics with local, State, and Federal participants to garner widespread support and collaboration for the HWMI project.
- Determine the design and placement of the signs, and post them in prominent locations. Send the final sign design to the Federal Working Group designee.
- Hold a high profile launch event to announce the HWMI project to the public, inviting the local media and public to attend.
- Conduct ongoing outreach to share details on how individuals can protect themselves and their property from flood risk.
- Following the project, provide annual updates to the Federal Working Group designee on the status of the initiative.

General Terms

- As a general principle of the HWMI, each party to this agreement agrees to assume the good faith of the other party and to notify the other if any issues arise. Either party can terminate this agreement, without cause or penalty, and both will then cease to publicize the Partner's participation in the HWMI (must be submitted in writing).
- The Partner agrees that the activities it undertakes connected with this Memorandum are not intended to provide services to the federal government and that the Partner will not submit a claim for compensation to any federal agency/department.
- The Partner agrees that it will not claim or imply that its participation in the HWMI constitutes Federal Working Group approval or endorsement of anything other than the Partner's commitment to the HWMI.

The undersigned officials execute this Memorandum of Understanding (MOU) on behalf of their parties.

Federal Working Group

AUTHORIZED REPRESENTATIVE: _____ (printed name) _____ (title)

ORGANIZATION NAME: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS: _____ PHONE: _____

Community

AUTHORIZED REPRESENTATIVE: _____ (printed name) _____ (title)

ORGANIZATION NAME: _____

SIGNATURE: _____ DATE: _____

Please identify your organization's designated HWMI Coordinator:

NAME: _____

TITLE: _____

ADDRESS: _____ SUITE/FLOOR NUMBER: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORGANIZATION WEB SITE (if applicable): _____

May we provide a link to your Web site? Yes No

Please return this signed MOU to:

Vincent Brown

FEMA

1800 S. Bell St.

Arlington, VA 20598

Or electronically to HWMI@fema.dhs.gov

We look forward to working with you on this important initiative.

The Federal Working Group comprises:

- Federal Emergency Management Agency
- National Oceanic and Atmospheric Administration
- National Park Service
- U.S. Army Corps of Engineers
- U.S. Department of Agriculture
- U.S. Department of Housing and Urban Development
- U.S. Geological Survey
- U.S. Small Business Administration



Department of Public Services

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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Dale Hamilton, Animal Services Director
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Florida Animal Friend Grant
DATE: August 14, 2014

RECOMMENDATION

Board accepts the Florida Animal Friend Grant in the amount of \$25,000. There is no match requirement. Agreement is attached.

BACKGROUND

Santa Rosa County Animal Services is eligible to apply every other year for this grant, and have been successful in receiving for several years. The grant will be used to assist in a low cost spay/neuter program. On October 1, 2014 there are plans to launch the new initiative utilizing these funds, as well as, funds received through the Partners for Pets Program.

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Director

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"One Team, One Goal, One Mission"



c/o L-T Graye Communications
 12000 N Dale Mabry Hwy, Suite 110 • Tampa FL 33618
 813/968-4364 • fax 813/968-3597
 flanimalfriend@L-TGraye.com • www.floridaanimalfriend.org

July 23, 2014

PRESIDENT
 Paul Studivant
 St. Johns County Animal Control

PRESIDENT-ELECT
 Kate MacFall
 Humane Society of the US
 Southeast Regional Office

SECRETARY/TREASURER
 Dr. Ernest Godfrey
 Pinellas Animal Hospital

DIRECTORS:
 Laura Bevan
 Humane Society of the US
 Southeast Regional Office

Dr. Larry Dee
 Hollywood Animal Hospital

Jeff Doyle
 City of Tallahassee Animal Control

Joan Carlson-Radabaugh
 ASPCA

EXECUTIVE DIRECTOR
 Lois Kostroski

Santa Rosa County Animal Services
 4451 Pine Forest Road
 Milton FL 32583

Dear Tara Deaguilera,

Thank you for supporting the Florida Animal Friend spay/neuter license plate program. Response from the public has quickly made the spay/neuter license plate a popular selection. In this year's grant competition, the grant selection committee evaluated 37 complete applications requesting \$813,800. Each reviewer read all of the grants and scored them in 6 categories including cost:benefit ratio, track record of the applicant, and evidence of compelling need for the program.

Ultimately, 26 grant applications were funded for a total of \$600,040.

We are pleased to announce that Santa Rosa County Animal Services has been selected for funding in the amount of \$25,000. Some of the applications were funded for less than requested in order to provide support for as many projects as possible.

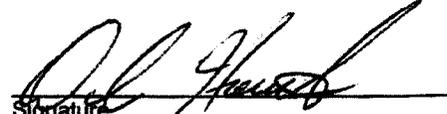
In order to accept the FAF grant, please sign a copy of this agreement and return it by August 1, 2014. Checks will be mailed by August 15, 2014. In signing the letter, Santa Rosa County Animal Services agrees to the following stipulations:

- All information submitted in the grant application is accurate.
- All activities in the funded project are compliant with federal, state and local laws and codes.
- The funds will be expended only as described in the application and only for spay/neuter services. Microchipping, vaccinations, transportation, etc. are not to be funded with this grant. Pain medication can be included in the costs, and is required.
- Any unspent funds remaining on August 31, 2015 will be returned to FAF.
- Your agency will seek media and community coverage of the grant award.
- Your agency will conduct a campaign to promote FAF spay/neuter license plate sales so that even more funds will be available in the future.
- Your grant application will be posted on the FAF web site as an example of a successful application.
- Your organization will submit the completed project report by September 1, 2015.

Again, congratulations on the wonderful work you are doing on behalf of the welfare of animals and for proposing such an outstanding project to FAF. We look forward to learning of your great success.

Agreed,


 Lois Kostroski, Executive Director
 for FLORIDA ANIMAL FRIEND, INC.


 Signature

Dale Hamilton
 (Print name)

Director
 (Print Title)
 for Santa Rosa County Animal Services



Gets Fixed

AGENDA
PUBLIC WORKS COMMITTEE

August 11, 2014

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Cole

1. Discussion of elimination of Working Districts with distribution of paving funds utilizing percentage formula based on Voting District road miles and population as follows:
 - 50% of total funding divided across the five Voting Districts by pro-rata proportion of miles.
 - 50% of total funding divided equally across the five Voting Districts due to population being approximately equal.
2. Discussion of the request for "No Parking" zone on Casa De Oro to be effective on weekdays (Monday through Friday) from 6:00 a.m. to 4:00 p.m.

Voting

	Paved Miles	Unpaved Miles	Total
District 1	226	6	232
District 2	300	34	334
District 3	611	53	664
District 4	219	8	227
District 5	134	1	135
TOTALS	1490	102	1592

Working

	Paved Miles	Unpaved Miles	Total
District 1	292	9	301
District 2	222	18	240
District 3	356	27	383
District 4	288	31	319
District 5	353	18	371
TOTALS	1511	103	1614

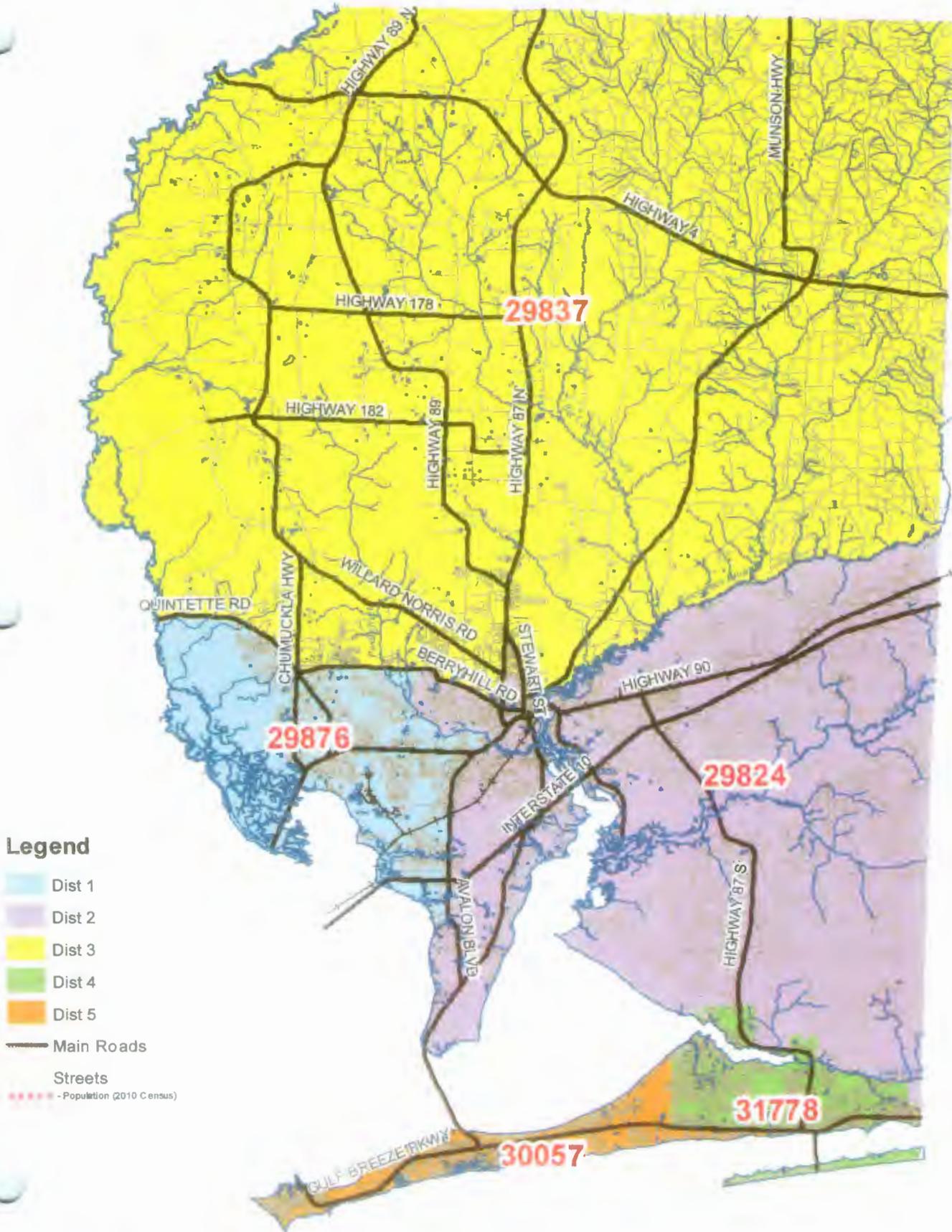
My proposal is to eliminate the "Working District" classification. There is no statutory authority for having a separate working district. In addition, over the years the stated goal of each commissioner having approximately the same number of road miles in their working district has not been met due to growth and new roads.

I propose that road maintenance funds be allocated to each district based on a formula, with 50% being allocated based on population (equal across the 5 districts) and 50% being based on the pro-rata proportion of road miles in the district. The calculation would be as follows, using the current \$750,000 budgeted figure, and the mileage figures in the voting district chart.

	Paved Miles	Unpaved Miles	Total	Pro-Rata Miles	Pro-Rata Funding	Total Funding
District 1	226	6	232	15	\$56,250.00	\$131,250.00
District 2	300	34	334	21	\$78,750.00	\$153,750.00
District 3	611	53	664	42	\$157,500.00	\$232,500.00
District 4	219	8	227	14	\$52,500.00	\$127,500.00
District 5	134	1	135	8	\$30,000.00	\$105,000.00
TOTALS	1490	102	1592	100	\$375,000.00	\$750,000.00

Santa Rosa County Commissioner Districts

Adopted on October 27, 2011



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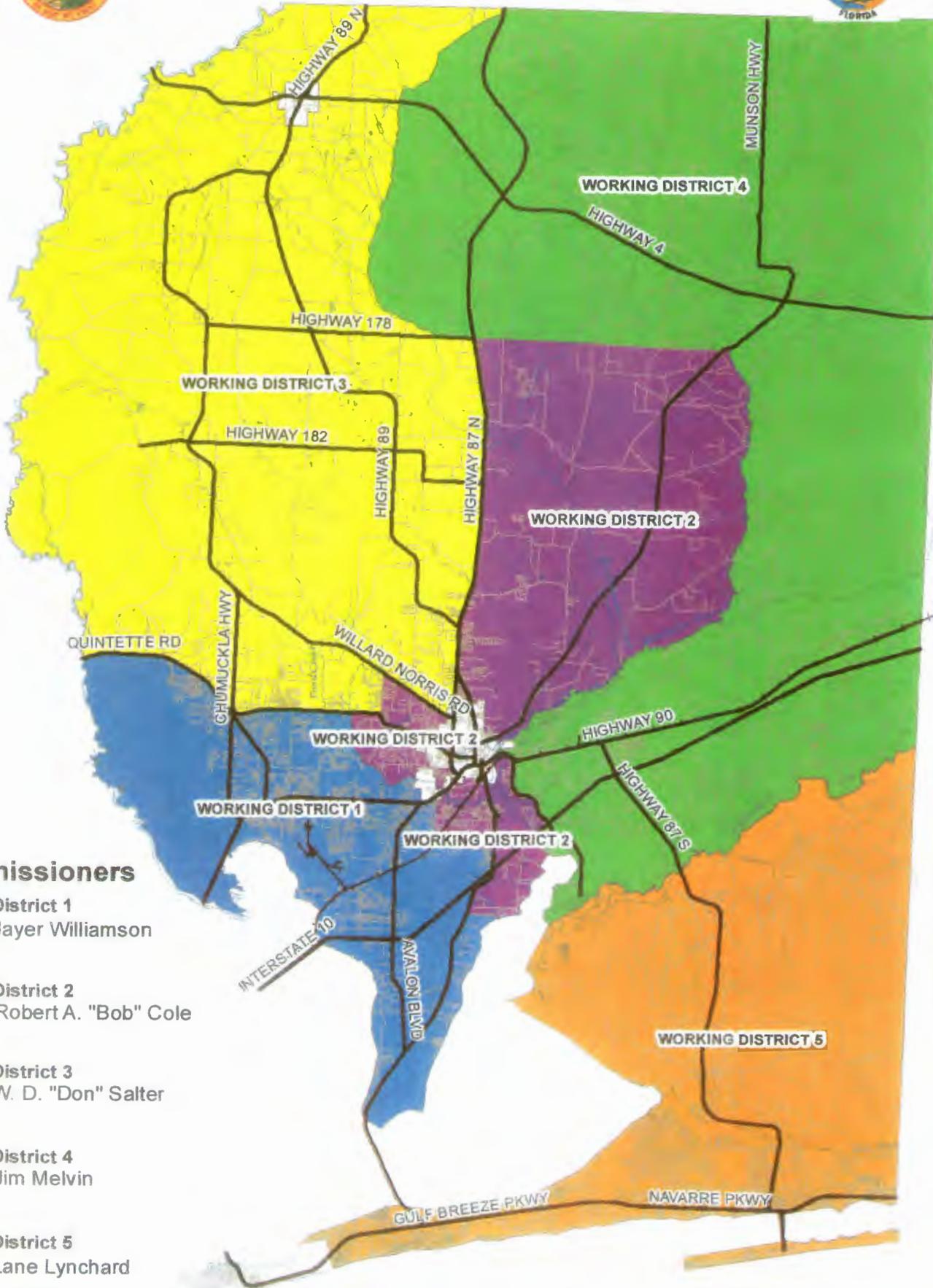
Santa Rosa County Commissioner Districts

Adopted on October 27, 2011





Santa Rosa County Board of County Commissioners Commissioner's Working District Map



Commissioners

-  District 1
Jayer Williamson
-  District 2
Robert A. "Bob" Cole
-  District 3
W. D. "Don" Salter
-  District 4
Jim Melvin
-  District 5
Lane Lynchard

Each working district contains approximately 1/5 of the county roads to be maintained.



Policy for Prohibition of On-Street Parking

Background:

Santa Rosa County recognizes that on-street parking on local roadways is a major concern to many of our citizens. It is understood that law enforcement has no authority to enforce "No Parking" restrictions unless the appropriate signage is posted.

Policy:

Under the appropriate circumstances, prohibition of on-street parking is a recognized and acceptable method of increasing overall public safety. Therefore, the Public Works Department intends to review all requests submitted by our citizens, homeowners groups, and other organizations to determine if an appropriate course of action can be undertaken to prohibit on-street parking. If a course of action is proposed by the Public Works Department, it may or may not coincide with the requestors' desired measures. Under certain circumstances, no action by the County may be deemed the most appropriate action.

Requests to prohibit on-street parking will be taken and cataloged by Public Works staff. The particular street will be evaluated and appropriate next steps will be conveyed to the requestor. Only streets maintained by the County will be considered.

The Public Works Department shall have the responsibility of determining what, if any measures are deemed appropriate. If the street or portion there-of is deemed eligible for "No Parking" signage, the requestor will be notified of the measures approved and the area required to be covered. Requests may include the following variations or similar variations:

- No Parking at any Time
- No Parking during Daylight hours
- No Overnight Parking
- No Parking from (list a.m. or p.m. time) to (list a.m. or p.m. time)

If "No Parking" signage is recommended, the requestor must obtain signatures in support of the parking restriction from at least two-thirds of the affected property owners. One signature will be allowed for each property.

For liability reasons, the County will be responsible for the installation of all signage on the public roadways.

The County retains the right to remove or alter the measures without approval from the affected residents. This policy does not limit the County's authority to authorize parking restrictions without the petition process as deemed necessary.

Enforcement of parking restrictions is authorized by Florida Statutes which do not provide options or guidance for discretionary enforcement by law enforcement agencies.

July 29, 2014

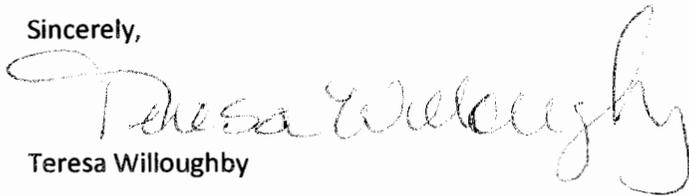
RE: No Parking Petition on Casa de Oro St.

Tom,

I have 9 out of 14 petitions signed and filled out completely. I have one petition enclosed that was sent prior to adding 2063 to the petition, and he, Mr. Don Keener, did not fill it out completely. I have a couple of people working on getting him to sign the new one *and* filling out the contact information. I included the property appraiser information with contact information on it for the Keeners, but as of now, I haven't reached them. I am mailing them a new petition and stressing the importance of filling in all the information and asking them to return it to me or to your office. I hope that sending it directly to you would be okay. I am running out of steam on this endeavor. Our two neighbors who haven't signed are going to be asked to sign by the neighbors living closest to them. If I get those back, I will call you and ask you what to do with them. I see no reason to prolong this, since I do have 2/3 of the neighbors signing.

Thanks for all your assistance in this. I do hope for the children's sakes that the no parking zone is put through.

Sincerely,

A handwritten signature in cursive script that reads "Teresa Willoughby". The signature is written in dark ink and is positioned above the printed name.

Teresa Willoughby



Santa Rosa County

Request for on-Street Parking Prohibition

We the undersigned homeowners of Casa De Oro Street in Navarre, FL, request consideration for on-street parking prohibition in accordance with the Santa Rosa County Parking prohibition policy, "No Parking Between Signs, during the hours of 6:00 A.M. through 4:00 P.M. Monday through Friday". Enforcement of parking restrictions is authorized by Florida Statutes which do not provide options or guidance for discretionary enforcement by law enforcement agencies. This petition does not include the entire street and only affects the addresses listed below:

NOTE (only one signature per address)

2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055 and 2060 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name Don Keener

I own the property at the following address and/or parcel number:

parcel number: 19-2S-26-5575-00500-0080

My contact address, if different from above, is:

My current contact Phone Numbers: () . ()

Signature Don Keener



Santa Rosa County Property Appraiser

Gregory S. Brown, CFA



Sales In Area Sales In Section Sales In Subdivision	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Santa Rosa Home
---	---------------------------------	-----------------------------	-----------------------------------	---------------------------------------	---------------------------------

Owner and Parcel Information

Owner Name	KEENER HESTER H & DON ALLAN AS TRUSTEES	Today's Date	June 24, 2014
Mailing Address	221 BEACH DR DESTIN, FL 32541	Parcel Number	19-2S-26-5575-00500-0080
Situs/Physical Address	1913 CASA DE ORO	Tax District	Holley Navarre (District 12)
Property Usage	VACANT (000000)	2013 Millage Rates	13.8833
Section Township Range	19-2S-26	Acreage	0.409
		Homestead	N

[Tax Collector Bill](#) |
 [Permits](#) |
 [Show Parcel Maps](#) |
 [Generate Owner List By Radius](#) |
 [Show Zoning](#)

Value Information

	2011 Certified Values	2012 Certified Values	2013 Certified Values
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Land Value	\$19,475	\$19,475	\$19,950
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value*	\$19,475	\$19,475	\$19,950
Assessed Value	\$19,475	\$19,475	\$19,950
Exempt Value	\$0	\$0	\$0
Taxable Value	\$19,475	\$19,475	\$19,950

Legal Description

221 Beach Drive
 850 650 6883
 Disconnected
 VIZCAYA 1ST ADDITION LOT 8 BLK 5 AS DES IN OR
 1374 PG 473 & OR 3140 PG 1603 (TRUST)

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Extra Features Data

Description	Number of Items	Units	Year	Extra Feature Value
No records associated with this parcel.				

Land Information

Item	Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
1	000100	SFR	R1	105	170	1	LT	\$25,000

Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
05-23-2012	\$ 100	Quit Claim Deed	3140	1603	Unqualified	Improved	KEENER HESTER H (MULTI-PARCEL)	KEENER HESTER H & KEENER DON ALLAN TRUSTEES
09-01-1993	\$ 10,000	Warranty Deed	1374	473	Qualified	Vacant		KEENER HESTER H

[Sales In Area](#)
[Sales In Section](#)
[Sales In Subdivision](#)

Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Santa Rosa Home
---------------------------------	-----------------------------	-----------------------------------	---------------------------------------	---------------------------------

The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: June 16, 2014

Hester H.
 2012-05-23
 100
 1374
 473

Santa Rosa County

Request for on-Street Parking Prohibition

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NOTE (only one signature per address)

2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055, 2060, and 2063 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name Teresa V. Willoughby

I own the property at the following address and/or parcel number:

2060 Casa de Oro St. Navarre FL

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 939-1570, (850) 217-6022

Signature Teresa V. Willoughby

Printed Name Kathryn Wanko

I own the property at the following address and/or parcel number:

2013 Casa De Oro St, Navarre, FL 32566

My contact address, if different from above, is:

Same

My current contact Phone Numbers: (911) 331-5420, ()

Signature [Signature]

Santa Rosa County

Request for on-Street Parking Prohibition

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NOTE (only one signature per address)

2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055, 2060, and 2063 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name LaTonya Moyer

I own the property at the following address and/or parcel number:

2055 Casa De Oro St

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 939-6886 , (850) 582-6607

Signature *L. Moyer*

Printed Name Ben Moyer

I own the property at the following address and/or parcel number:

2063 Casa De Oro St.

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 939-6886 , (850) 582-0223

Signature *Ben Moyer*

Santa Rosa County

Request for on-Street Parking Prohibition

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NOTE (only one signature per address)

2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055, 2060, and 2063 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name ADAM MULLEN

I own the property at the following address and/or parcel number:

2007 CASA DE ORO NAVARRE FL 32566

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 259-0397, ()

Signature 

Printed Name _____

I own the property at the following address and/or parcel number:

My contact address, if different from above, is:

My current contact Phone Numbers: () , ()

Signature _____

Santa Rosa County

Request for on-Street Parking Prohibition

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2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055, 2060, and 2063 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name JOHN D. TOLBERT

I own the property at the following address and/or parcel number:

2012 CASA DE ORO ST. NAVARRE, FL 32566

My contact address, if different from above, is:

7080 NELSON ST. NAVARRE, FL 32566

My current contact Phone Numbers: (850) 939-2824, (850) 685-6485

Signature John D. Tolbert

Printed Name MICHAEL A. BRADLEY

I own the property at the following address and/or parcel number:

2036 CASA DE ORO ST NAVARRE FL 32566

My contact address, if different from above, is:

My current contact Phone Numbers: (904) 932-8800. ()

Signature Michael A. Bradley

Santa Rosa County

Request for on-Street Parking Prohibition

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NOTE (only one signature per address)

2006, 2007, 2012, 2013, 2019, 2024, 2030, 2031, 2036, 2055, 2060, and 2063 Casa De Oro and

Parcel Numbers: 192S265575004000140 & 192S265575005000080

Printed Name Mark A. Parker

I own the property at the following address and/or parcel number:

2030 Casa De Oro St

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 217 9417 ()

Signature Mark A. Parker

Printed Name Billy Snyders

I own the property at the following address and/or parcel number:

2024 Casa De Oro St

My contact address, if different from above, is:

My current contact Phone Numbers: (850) 408-7328 ()

Signature Billy Snyders

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Lynchard

August 11, 2014

Bid Actions:

- 1) Discussion of bids received for one front mount self-propelled broom for the Road & Bridge Department. Sole bidder meeting specifications is Thompson CAT Rental Store with a bid of \$48,085.

Budget:

- 2) Discussion of Merit Increase for FY 2015.
- 3) **Budget Amendment 2014 – 160** in the amount of \$ **16,000** to repair safety netting and add 150' of additional safety netting along the south side of the multi-purpose fields at Tiger Point Park from District V Reserves.
- 4) **Budget Amendment 2014 – 161** in the amount of \$ **26,303** to fund the increase in the County and State Juvenile Detention Cost Share Project in the General Fund.
- 5) **Budget Amendment 2014 – 162** in the amount of \$ **28,709** to carry forward funds from the Law Enforcement Trust Fund and allocate for the Sheriff's Office expenditures in the Fine & Forfeiture Fund.
- 6) **Budget Amendment 2014 – 163** in the amount of \$ **5,590** to fund local match as required by Section 5310 Notification of Funding for the purchase of two (2) public transportation replacement vehicles extended warranty and allocates for expenditure in the Grant Fund.

County Expenditure/Check Register:

- 7) Discussion of County Expenditures / Check Register

1

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** FRONT MOUNT SELF-PROPELLED BROOM

2. **RESPONSIBLE OFFICE:** ROAD & BRIDGE

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

Front mount self-propelled broom

4. **SCOPE OF WORK:**

N/A

5. **BIDDERS AND PRICES:**

A. Thompson CAT Rental	\$48,085
------------------------	----------

Fund Balance – General Fund

The beginning fund balance for FY 2014 was \$25,370,006. This is a \$3.2 million increase from the prior year. This increase in fund balance was primarily due to a decrease in budgeted expenditures such as:

- \$520,000 decrease in salaries
- \$300,000 decrease in professional services
- \$340,000 decrease in contract services
- \$100,000 decrease in communications
- \$175,000 decrease in utilities
- \$160,000 decrease in repairs and maintenance
- \$460,000 decrease in AHCA
- \$881,000 unspent for railway spur
- \$852,000 unspent for Navarre Beach litigation

Currently, in the 11th period FY 2014, YTD revenues received exceed expenditures by \$4.8 million. This does not include the \$2.4 million in revenues received from the Navarre Beach litigation. We expect at least a \$2 million increase in the ending fund balance for this FY 2014.

Given the County's growth , the State's published economic forecast, and a lapse rate of \$3.2 million, the BOCC could consider a merit increase.

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: July 29, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 315:	2325 – 599001	Reserve For Contingencies	(\$ 16,000)
	2325 – 59100001	To General Fund	\$ 16,000
Fund 001:	001 – 3810004	From District 5	\$ 16,000
	2600 – 546001	Repair & Maintenance	\$ 16,000

State reason for this request:

Repair safety netting and add 150' of additional safety netting along the south side of the multi-purpose fields at Tiger Point Park.

Requested by: Tammy Simmons/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-160

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 08/11/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day of August, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Tammy Simmons
Sent: Monday, July 28, 2014 12:08 PM
To: Jayne Bell
Cc: Henry Brewton
Subject: Budget Amendment request

I need a budget amendment in the amount of \$16,000 to add additional safety netting along the edges of the Tiger Point Park from District 5 recreation funds.

From: Commissioner Lynchard
Sent: Friday, July 25, 2014 12:18 PM
To: Tammy Simmons
Cc: David Schulz; Poole, Steve (Sacred Heart Health System/Pensacola); Michael Werner; Vic Claudio
Subject: Re: TPSA Safety Nets/Picnic Tables

Yes. Thanks Tammy.

Lane Lynchard
Sent from my iPad

On Jul 25, 2014, at 11:51 AM, "Tammy Simmons" <TammyS@santarosa.fl.gov> wrote:

The netting extension request below is proposed to cost \$16,000; do you want to fund from District 5 recreational funds?

From: Michael Werner [<mailto:mwerner@stoarchitects.com>]
Sent: Tuesday, July 08, 2014 11:52 AM
To: Vic Claudio; Tammy Simmons
Cc: David Schulz; Poole, Steve (Sacred Heart Health System/Pensacola)
Subject: RE: TPSA Safety Nets/Picnic Tables

Tammy,
In addition to repairing the netting can the county consider extending netting along the south side of the park. Right now there is about 150 feet along the south side of the multipurpose fields that is not covered. A lot of balls, and subsequently kids, end up in the ditch between the two fences. With that said, don't let this delay the repair of the netting – that is the priority for sure.

Thanks,
Mike

Michael C. Werner Jr., AIA
Principal | Design and Production
STOA Architects
121 E. Government St.
Pensacola, FL 32502
Tel (850) 432-1912 Fax (850) 432-0603
mwerner@stoarchitects.com
www.stoarchitects.com

<image001.png>

AIA Intern Development Program Firm Award Winner

 Please consider the environment before printing this email.

From: Vic Claudio [<mailto:vclaudio17@gmail.com>]
Sent: Tuesday, July 08, 2014 11:17 AM
To: Tammy Simmons
Cc: Michael Werner; David Schulz; Poole, Steve (Sacred Heart Health System/Pensacola)
Subject: TPSA Safety Nets/Picnic Tables

Hi Tammy,

The high safety net that borders the soccer fields on the west/south end of Tiger Point requires some attention. It has become loose in several areas and requires patching in others. Is this something the county takes care of?

There are also some fledgling picnic tables located under the southwest pavilion...same question as to maintenance/replacement of those.

Thanks!
Vic

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: August 4, 2014

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>
Fund 001:	9001 – 599001	Reserve For Contingencies	(\$ 26,303)
	5018 – 534001	Contract Services	\$ 26,303

State reason for this request:

Funds the increase in the County and State Juvenile Detention Cost Share Project.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-161

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 08/11/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of August , 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS



STATE OF FLORIDA
 1649
 Florida Department of Juvenile Justice

2737 Centerview Drive
 Tallahassee, Florida 32399
 FEIN 59-3465666

Invoice

Date	Invoice #
7/16/2014	201408-57

Bill To
Santa Rosa County Mr. Michael Burton P. O. Box 472 Milton, FL 32572

Remit To
Department of Juvenile Justice Bureau of Finance and Accounting 2737 Centerview Drive Tallahassee, Fl 32399-3100

County #	Due Date
57	8/1/2014

Description	County #	Due Date
County and State Juvenile Detention Cost Share Project	57	8/1/2014 8/31/2014
		73,755.97
		5018-534001
Invoice Total		\$73,755.97
Net Amount Due		\$147,511.94

WILSON C. SPENCER
 CLERK OF COURT &
 COMPTROLLER
 JUL 18 AM 8 18
 SANTA ROSA COUNTY, FL
 FINANCE FILED

Funds have been appropriated to pay the cost of pre-disposition detention for juveniles that otherwise would be the responsibility of the fiscally constrained county. If the cost of pre-disposition detention for all fiscally constrained counties collectively exceeds the amounts appropriated, the excess cost will be due and owing from the fiscally constrained counties on a proportionate basis.

ENTERED
 JUL 29 2014
BY: _____

MWB
 7/21/14
 Pay July & Aug

Counties are required by Section 985.686, Florida Statutes, to pay their share of the Detention cost based on an estimate with a reconciliation adjusting estimates to actual cost at the end of each fiscal year.

Contact	Phone Number	E-Mail	Web Site Address
Vanessa Sweet	(850) 717-2372	Vanessa.Sweet@djj.state.fl.us	www.djj.state.fl.us/costsharing

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: August 4, 2014

FROM: **Fine & Forfeiture 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:	102 – 3990001	Cash Carried Forward	\$ 28,709
To:	0071 – 5490016	Law Enforcement Trust	\$ 28,709

State reason for this request:

Carries forward Law Enforcement Trust Fund amount and allocates for the Sheriff's Office expenditures in the Fine & Forfeiture Fund.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-162**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: August 11, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of August, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Sheriff



WENDELL HALL

**SANTA ROSA COUNTY
FISCAL DIVISION
P.O. BOX 7129
MILTON, FLORIDA 32572
PHONE (850)983-1175
FAX (850)983-1104**

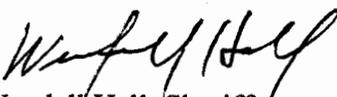
July 31, 2014

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

Mr. Walker,

Please accept this letter as my request for disbursement of \$28,708.56 from the Law Enforcement Trust Fund to the Sheriff's Office. This amount is for the purchase of supplies, for donations to community programs and to purchase capital items that meet the requirements of Section 932.7055(4)(a), Florida Statutes. Attached you will find a listing of the disbursements made and the purpose of each, as well as check copies of the same. If you have any questions, please contact me. Thank you for your attention to this matter.

Sincerely,


Wendell Hall, Sheriff

SANTA ROSA SHERIFF
 LET BALANCE
 10/1/2013

BALANCE 10/01/13	<u>\$104,119.77</u>
PLUS DEPOSITS TO LET	\$13,226.40
LESS DISBURSEMENTS	\$0.00
LESS AMOUNTS OBLIGATED	<u>\$28,708.56</u>
BALANCE AVAILABLE	<u>\$88,637.61</u>

REQUIRED 15% GRANT MATCH OTHER/ CAPITAL

AMOUNTS OBLIGATED AND
 DUE FROM BOCC (LET ACCT)

Civil Air Patrol	195.00			146991	13-Oct
Big Brothers/Big Sisters	2,500.00			147028	3-Oct
Don't text and drive Campaign	150.00			147263	13-Nov
MRAP Vehicle			2,000.00	147343	13-Nov
Additions to MRAP			1,564.66	147340	13-Nov
Navy League	1,000.00			147348	13-Nov
In car video			1,530.00	147607	13-Dec
Stalker radar			6,339.33	147935	14-Jan
CDAC Project Grad	500.00			147990	14-Jan
Trauma Intervention	500.00			148139	14-Feb
LEO Memorial Fund	1,000.00			148374	14-Mar
Favor House	3,000.00			148434	14-Mar
(2) Humvees			2,000.00	148671	14-Apr
GBHS Project Grad	500.00			148715	14-Apr
Choose a ride banner	288.00			148782	14-Apr
Favor House	500.00			148940	14-May
Boy Scouts of america	500.00			149209	14-May
Navarre YMAC	500.00			149238	14-Jun
Fl Sheriff's Youth Ranchs	1,000.00			149285	14-Jun
Project Grad	500.00			149286	14-Jun
Walk like MADD	2,000.00			149441	14-Jun
GPS Tracker			360.00	149653	14-Jul
Shipping Tactical Robot			81.57	149765	14-Jul
Tactical Robot			200.00	149749	14-Jul
	14,633.00	0.00	14,075.56	28,708.56 Total Obligated	

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: August 8, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 001:	9001 – 599001	Reserve For Contingencies	(\$ 5,590)
	9000 – 59100104	To Grant Fund	\$ 5,590
Fund 104:	104 – 38100011	From General Fund	\$ 5,590
	2310 – 564001	Machinery & Equipment	\$ 5,590

State reason for this request:

Funds local match (\$5,590) as required by the Section 5310 Notification of Funding for the purchase of two (2) public transportation replacement vehicles extended warranty and allocates for expenditure.

Requested by: Shawn Ward/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-163**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 08/11/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 14th day Of August , 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Shawn Ward
Sent: Thursday, August 07, 2014 4:00 PM
To: Jayne Bell
Subject: Section 5310 Grant
Attachments: 5310 budget amend_Aug14.doc

Hi Jayne,

I need to request a budget amendment for the FY13 awarded Section 5310 grant from FDOT to purchase two public transportation replacement vehicles extended warranties. The extended warranty cost is \$2,795 (\$5,590 total) for each of the two vans we are acquiring. The extended warranty cannot be matched with Section 5310 funding so the full warrant cost is up to the county in addition to the local match.

I apologize that I left it out in the previous budget amendment completed in July.

Thank you,

Shawn Ward
Santa Rosa County | Transportation Planner
6051 Old Bagdad Hwy, Suite 202 | Milton, FL 32583
Shawnw@santarosa.fl.gov
850-981-7082

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.

No support documentation for this agenda item.