

January 10, 2011

ECONOMIC DEVELOPMENT COMMITTEE

NO ITEMS

January 10, 2011

ADMINISTRATIVE COMMITTEE

1. Discussion of draft legislation regarding conveyance of Santa Rosa Island to Escambia and Santa Rosa Counties.
2. Discussion of Amendment to Agreement with Santa Rosa County Fair Association, Inc. for use of East Milton Park.
3. Discussion of request from City of Milton for funding assistance for improvements to Russell Harbor Landing.
4. Discussion of acquisition of development rights easement for 40.2 acre parcel adjacent to NAS Whiting Field funded by U.S. Navy and Florida Defense Initiative Grant.
5. Discussion of vacancies on Santa Rosa Bay Bridge Authority.
6. Discussion of amendment to ordinance 2002-27 regarding unwanted solicitation or canvassing in marked subdivisions.
7. Discussion of proposed interlocal agreement establishing the Northwest Florida Military Sustainability Partnership.
8. Discussion of renewal of agreement with Lockard and Williams Insurance Services P.A. for administration of flexible benefits program for two (2) year period at rate of \$1,200 per month.
9. Discussion of proposed ordinance regarding abandoned property on county owned property.
10. Discussion of requesting Florida Association of Counties (FAC) intervene as an interested Florida corporation in the Department of Juvenile Justice (DJJ) litigation.
11. Discussion of application for Florida Land and Water Conservation Fund grant.
12. Discussion of FY2011-12 Budget Calendar.
13. INFORMATION ITEM: Bagdad Mill Site public workshop hosted by PBS&J scheduled for January 15th at 9:00 a.m. at the Bagdad Elementary School.
14. Public Hearing items scheduled for 9:30 a.m. Thursday, January 13, 2011: None

The following language is from the adopted resolution:

WHEREAS, the counties intend such legislation to require the counties to preserve those areas on Pensacola Beach dedicated to conservation, preservation, public, recreation or access uses and preserve conservation, preservation, public, recreation or access uses on Navarre Beach which are consistent with Santa Rosa County's Navarre Beach Master Plan 2001 Update and preserve the parking areas at New Jersey Street, Tennessee Street, Louisiana Street, Indiana Street, and Georgia Street, all on Navarre Beach;

The following language is a proposed variation:

WHEREAS, Santa Rosa County intends such legislation to require it to preserve areas for conservation, preservation, public, recreation or access uses on Navarre Beach, which are consistent with Santa Rosa County's Navarre Beach Master Plan 2001 Update as the said plan may be amended, changed or updated from time to time and to provide parking areas on Navarre Beach including preservation of the parking areas at New Jersey Street, Tennessee Street, Louisiana Street, Indiana Street, and Georgia Street, all on Navarre Beach;

[DISCUSSION DRAFT]

112 th CONGRESS SESSION	H.R. _____
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To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

IN THE HOUSE OF REPRESENTATIVES

Mr. MILLER of Florida introduced the following bill, which are referred to the Committee on _____

A BILL

To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

1 *Be it enacted by the Senate and House of Representatives of*
 2 *the United States of America in Congress assembled,*

3 **SECTION 1. CONVEYANCE OF PROPERTY.**

4 (a) IN GENERAL.

5 Notwithstanding the restrictions on conveyance of
 6 property located on Santa Rosa Island, Florida, contained in

1 the Act of July 30, 1946 (chapter 699; 70 Stat. 712) and the
 2 deed to the property from the United States of America to
 3 Escambia County, Florida dated January 15, 1947,
 4 Escambia County shall have the discretion to convey or
 5 otherwise dispose of all of its right, title and interest, in and
 6 to any portion of the property that was conveyed to it
 7 pursuant to that Act and deed, to any person or entity, free
 8 from any restriction on conveyance or reconveyance
 9 imposed by the United States of America in that Act or
 10 deed; provided, however, that no person or entity holding a
 11 leasehold interest in the property as of the date of this Act
 12 shall be required to involuntarily accept a fee interest in
 13 lieu of their leasehold interest in the property; and

14 Escambia County's discretion to convey or
 15 otherwise dispose of its right, title and interest, in and to
 16 any portion of the property is subject to the conditions set
 17 forth in section (b), below.

18 (b) CONDITIONS.

19 (1) Escambia County shall convey to Santa Rosa
 20 County all right, title, and interest held in and to any
 21 portion of the property that was conveyed to
 22 Escambia County under the Act and deed that fall in
 23 the jurisdictional boundaries of Santa Rosa County,
 24 Florida. The conveyance by Escambia County to
 25 Santa Rosa County shall be absolute and shall
 26 terminate any subjugation or regulation of Santa
 27 Rosa County by Escambia County.

1 (2) Santa Rosa County or any other person to which
2 such property is conveyed under paragraph (1) may
3 reconvey property, or any portion of property,
4 conveyed to it under this section.

5 (3) All affected properties, leaseholders or owners are
6 free to pursue incorporation, annexation or any
7 other governmental status so long as all other legal
8 conditions required for doing so are followed.

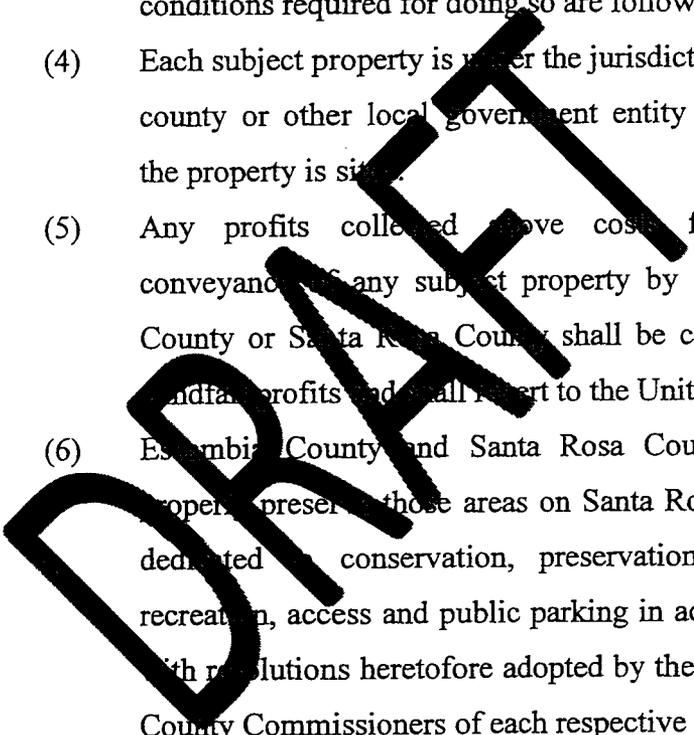
9 (4) Each subject property is under the jurisdiction of the
10 county or other local government entity in which
11 the property is situated.

12 (5) Any profits collected above costs from the
13 conveyance of any subject property by Escambia
14 County or Santa Rosa County shall be considered
15 ordinary profits and shall revert to the United States.

16 (6) Escambia County and Santa Rosa County shall
17 properly preserve those areas on Santa Rosa Island
18 dedicated to conservation, preservation, public,
19 recreation, access and public parking in accordance
20 with resolutions heretofore adopted by the Board of
21 County Commissioners of each respective county.

22 (c) DETERMINATION OF COMPLIANCE.

23 (1) Escambia County shall convey that portion of the
24 subject property that falls in the jurisdictional
25 boundaries of Santa Rosa County, as set forth in
26 paragraph (b)(1), within one (1) calendar year of the
27 date this bill becomes law in accordance with
28 Section 1(b)(1). Santa Rosa County shall not be



1 required to pay any sum for the subject property,
2 other than actual costs associated with the
3 conveyance.

4 (2) Escambia County and Santa Rosa County shall have
5 no deadline or requirement to make any other
6 conveyance or reconveyance of the subject
7 property. Each county is free to establish terms for
8 conveyance or reconveyance, subject to other terms
9 of this Act.

DRAFT

RESOLUTION R2010-___

A JOINT RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT A BILL TO RELEASE CERTAIN RESTRICTIONS ON CONVEYANCE FOR PROPERTY ON SANTA ROSA ISLAND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, Santa Rosa County has an interest in the easternmost 1.5 miles of the property conveyed to Escambia County (Navarre Beach) pursuant to a certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, the Lease Agreement contemplates that Escambia County will convey Navarre Beach to Santa Rosa County and that the parties will cooperate "in obtaining such conveyance and congressional and legislative approval thereof" and a 1993 Resolution of the Escambia County Board of County Commissioners assuring the same; and

WHEREAS, Escambia County and Santa Rosa County agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island; and

WHEREAS, Escambia County's Joint Resolution R2010-214 and Santa Rosa County's Joint Resolution R2010-39 together agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County

and other persons and entities having leasehold interests on Santa Rosa Island.

WHEREAS, each County, through its Board of County Commissioners, has considered this Bill at public meetings of their respective Boards.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND SANTA ROSA COUNTY, FLORIDA:

1. The above recitals are true and correct and are incorporated hereby by reference in the body of this Resolution.
2. Escambia County and Santa Rosa County hereby request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor the attached proposed bill to allow for release of the restriction on conveyances for property on Santa Rosa Island, with such sponsorship requested for the upcoming Congressional Session or as soon thereafter as possible.
3. Escambia County and Santa Rosa County understand and agree that during the legislative process, it may be necessary to make changes, corrections or other amendments to the bill language and support such changes so long as the bill substantively accomplishes release of the restriction on conveyance of the subject property.
4. In the event any requested legislator is unwilling or unable to sponsor this bill, another legislator may be substituted.
5. This Resolution shall become effective upon the date last adopted by each of the Boards of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the ___ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

Approved as to form:

Escambia County Attorney

ADOPTED by the Santa Rosa Board of County Commissioners on the ___ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

, Chairman

ATTEST: MARY M. JOHNSON
Clerk of the Circuit Court

Deputy Clerk

Approved as to form:

Santa Rosa County Attorney

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STATE OF FLORIDA

COUNTY OF SANTA ROSA

AGREEMENT AMENDMENT

THE AGREEMENT entered into on the 6th day of January, 2005, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the SANTA ROSA COUNTY FAIR ASSOCIATION INC., (hereinafter referred to as "Fair") is hereby amended as follows:

1. The agreement is renewed for a period of five additional years.
2. The annual use of East Milton Park by the Fair shall be for a fourteen day period in the month of April, unless otherwise agreed to by the parties.
3. The usage fee shall be paid to the County annually within seven days of the end of the Fair.
4. The Fair agrees to pay EMYA directly for the electricity used in conjunction with its operations on any electrical power not directly billed to the Fair.
5. The Fair no longer requires the meeting rooms twice a month during the non fair months as part of this agreement.
6. As a result of the changes the Fair requests the annual usage fee to be reset to \$3,000.00
7. All other terms of the original Agreement shall continue in effect.

IN WITNESS WHEREOF, SANTA ROSA COUNTY has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the SANTA ROSA COUNTY FAIR ASSOCIATION, INC., has caused these presents to be executed by its President and attested by its Secretary, on this the ___ day of January, 2011.

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

By: _____
Chairman

ATTEST:

Clerk of Court

Board of County Commissioners approved: _____

SANTA ROSA COUNTY FAIR ASSOCIATION, INC.

By: _____
Board of Directors

WITNESS:

Name: _____



City of Milton

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Office of the City Manager

September 7, 2010

County Commissioner Bob Cole
Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

Dear Commissioner Cole:

The City of Milton has been developing the area on the eastern bank of the Blackwater River known as Russell Harbor Landing for the past several years. In the first phase, known as Russell Harbor South, we have acquired the property and developed the roads, parking, boat ramp and floating dock, picnic shelters and lighting. In the second phase, known as Russell Harbor North, we have to date acquired the property and constructed a large pavilion, picnic shelters and sidewalks. In addition we have formed a partnership with Northwest Florida Water Management District, who has agreed to commit \$50,000 to the project, to add a hiking and biking trail along old River Road and to add raised docks where people could launch canoes and kayaks or fish in the bayou. We would like to continue improving Russell Harbor North to provide a better experience for all of our visitors.

Our next major step in the development of the park is to install utilities (water, sewer and electricity). We have seen a considerable increase of the use of this park since we have completed the current improvements and believe the addition of utilities, as well as the addition of hiking, biking, canoeing and fishing will allow us to expand the uses of the park and better serve even more visitors. We estimate the cost to bring utilities and support infrastructure into Russell Harbor North to be as follows:

- Electrical Service: \$30,000
- Lights & Receptacles: \$34,000
- Potable Water: \$ 7,500
- Sanitary Sewer: \$12,000
- Restroom Facilities: \$50,000

Since a significant portion of the visitors to the park are not city residents, we would like the county to consider contributing to this cost. The City will own, manage and maintain the facilities and provide the manpower to do as much of the work as possible. We believe this is the next step in taking Russell Harbor Landing to the next level and will allow us to add new programs, such as Concerts on the River, waterskiing exhibitions and boat races. Our goal is to provide the best possible experience for the citizens of the City of Milton and Santa Rosa County. We would like to start with providing electrical service to this area. Your consideration of this request is greatly appreciated.

Additionally, the Santa Rosa Arts and Culture Foundation indicated you wished to help them purchase tables to support downtown festivals. They indicated you wished to provide \$1,500 to support this cause. The City will assist in the procurement and storage of these tables if you would like to provide the funding.

Sincerely,



Brian Watkins
City Manager

WBW:pkh

Cc: City Council
John Norton, Parks & Recreation Director
Jerald Ward, Public Works Director

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SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANGELA J. JONES

DATE: JANUARY 6, 2011

**RE: ACQUISITION OF DEVELOPMENT RIGHTS EASEMENT BY US NAVY FOR PARCEL
ADJACENT TO WHITING FIELD**

On March 11, 2010, the Board approved the purchase of the development rights easement on 40.2 vacant acres adjacent to Whiting Field by the US Navy. The total purchase price previously approved was \$140,033, of which the Navy will contribute 75% (\$105,022) and the County will use DIG funds for the remaining 25% (\$35,011).

In discussions with the owner, Mr. Larry Hall, it has become apparent that Mr. Hall would like to preserve the right to construct two residences on the property at some point in the future. Such construction is acceptable to the Navy. The purchase price, which is based on appraised value, will not change.



AJJ/mba
cc: Hunter Walker

⑤

Hunter Walker

From: Nancy Model
Sent: Tuesday, January 04, 2011 3:08 PM
To: Hunter Walker
Subject: FW: Status of SR Bay Bridge Authority members

Hunter - Virginia Atkins of the SR Bay Bridge Authority just called to say the next meeting is Wed Jan 19 at 5:30 pm. Although none of the members has yet directed her to send you a letter announcing the vacancies, she is offering to send any interested or potential candidates a meeting notification. If you let me know, I'll forward them on to Virginia.

Thanks,
Nancy

From: Nancy Model
Sent: Monday, December 13, 2010 1:17 PM
To: Hunter Walker
Subject: Status of SR Bay Bridge Authority members

Hunter - I just spoke with Virginia Atkins at the Santa Rosa Bay Bridge Authority. She said all of the following positions are Santa Rosa County appointed:

1. Chairman Garnett Breeding who resigned by letter dated Nov 30, 2010.
2. Vice Chairman Steve Burch who resigned effective Jan 1, 2011.
3. Shannon Jeffries whose term expired in March 2009, but she doesn't know if he intended to remain on the authority.

Nancy

Sec. 14-141. Unwanted solicitation or canvassing.

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

(Ord. No. 2002-27, § 11, 11-14-02)

amend to prohibit solicitation in marked subdivision

ORDINANCE NO. 2002 - 27

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

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

SECTION 1. PURPOSE AND INTENT.

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

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

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

SECTION 2. DEFINITIONS.

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

"Canvass" canvassing mean the practices of a canvasser.

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

"Solicit" soliciting, solicitation mean the practices of a solicitor.

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

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

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

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

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

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

SECTION 4. EXEMPTIONS.

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

- (1) All persons specifically requested or invited by the owner or occupant to come to a private residence to engage in soliciting or canvassing;

- (2) Persons who are either running for elected public office or who are supporting the campaigns of others who are running for elective public office;
- (3) Representatives of newspapers making regular house-to-house deliveries;
- (4) Representatives of food delivery services; and
- (5) Canvassing or soliciting for political, charitable, religious or other noncommercial purpose.

SECTION 5. APPLICATION; FEES.

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

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

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

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

- (1) For a permit effective five days or less, \$15.00;
- (2) For a permit effective up to 30 days, \$30.00; and
- (3) For a permit effective up to 90 days, \$90.00.

The fee shall be paid at the time the application for the permit is submitted. The fee shall entitle one natural person, as designated by the applicant upon the application, to engage in solicitation or canvassing activities in the county. There shall be a fee of \$10.00 for each additional natural person who may engage in solicitation or canvassing activities for or on behalf of the applicant.

SECTION 6. INVESTIGATION OF APPLICANT.

Upon receipt of an application for a permit required by this division, the county administrator or his designee may cause an investigation of the applicant's criminal background, criminal history and personal character to be made. If, as a result of the investigation, the

applicant's character or business responsibility is found to be unsatisfactory, the application may be disapproved, and if a permit has been issued it may be revoked and rescinded, in which event the unused permit fee shall be refunded, less an administrative and processing charge of \$25.00 or one-half of the permit fee, whichever is less. If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory, the county administrator or his designee shall execute a permit in the name of the applicant. There shall be no obligation on the part of the county to perform or cause to be performed any investigation allowed by this section, and such investigations may be performed at the discretion of the county.

SECTION 7. REVOCATION.

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

- (1) Fraud, misrepresentation or false statement made in connection with or contained in the application for permit;
- (2) Fraud, misrepresentation or false statement made in the course of soliciting or canvassing;
- (3) Any violation of this article;
- (4) Conviction of any crime constituting a felony or involving moral turpitude; or
- (5) Conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

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

SECTION 8. APPEAL OF REVOCATION.

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

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

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

SECTION 9. RENEWAL.

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

SECTION 10. RESTRICTED HOURS.

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

SECTION 11. UNWANTED SOLICITATION OR CANVASSING.

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

SECTION 12. REQUEST TO LEAVE PREMISES.

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

SECTION 13. SOLICITING OR CANVASSING IN ROADWAYS.

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

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

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

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

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

SECTION 15. RECEIPTS.

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

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

(b) The receipt shall reflect:

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

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

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

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

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

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

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

By: W. A. "Buck" Lee
Chairman

ATTEST:

Mary M. Johnson
Clerk of Court

I, Mary M. Johnson, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy deposited in the Postal Department of the United States of America for delivery by registered mail to the Secretary of the State of Florida, on this 20 day of November, 2002.

Mary M. Johnson
Mary M. Johnson, Clerk of Court

INTERLOCAL AGREEMENT
regarding
**CREATION OF, MEMBERSHIP IN, AND OPERATION OF THE NORTHWEST FLORIDA
MILITARY SUSTAINABILITY PARTNERSHIP**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2011 by and between:

Okaloosa County, a political subdivision of the State of Florida, whose mailing address is 1804 Lewis Turner Boulevard, Fort Walton Beach, Florida 32547, acting by and through its County Commissioners (the "County"), and

the **Town of Cinco Bayou**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 10 Yacht Club Drive, Cinco Bayou, Florida 32548, acting by and through its Town Council (the "Town"), and

the **City of Crestview**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 198 North Wilson Street, Crestview, Florida 32536, acting by and through its City Council (the "City"), and

the **City of Destin**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 4200 Indian Bayou Trail, Destin, Florida 32541, acting by and through its City Council (the "City"), and

the **City of Fort Walton Beach**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 107 Miracle Strip Parkway SW, Fort Walton Beach Florida 32548, acting by and through its City Council (the "City"), and

the **City of Laurel Hill**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 8209 Highway 85 North, P O Box 158, Laurel Hill, Florida 32567, acting by and through its City Council ("the City"), and

the **City of Mary Esther**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 195 Christobal Road North, Mary Esther, Florida 32569, acting by and through its City Council ("the City"), and

the **City of Niceville**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 208 North Partin Drive, Niceville, Florida 32578, acting by and through its City Council ("the City"), and

the **Town of Shalimar**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 2 Cherokee Road, Shalimar, Florida 32579, acting by and through its Town Council ("the Town"), and

Walton County, a political subdivision of the State of Florida, whose mailing address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, acting by and through its County Commission ("the County"), and

the **City of DeFuniak Springs**, a political subdivision of the State of Florida, whose mailing address is 71 US Highway 90 West, DeFuniak Springs, Florida 32433, acting by and through its City Council ("the City"), and

Santa Rosa County, a political subdivision of the State of Florida, whose mailing address is 6495 Caroline Street, Suite M, Milton, Florida 32570, acting by and through its County Commission ("the County").

Section 1. INTENT

This Interlocal Agreement provides for the creation of, membership in, and operation of the Northwest Florida Military Sustainability Partnership, a newly-formed entity created for the purpose of providing a permanent governmental agency dedicated to the viability of existing and future potential missions at Eglin Air Force Base, Eglin Reservation, and Hurlburt Field. The governmental body shall be known as the Northwest Florida Military Sustainability Partnership, hereinafter referred to as "Partnership." The Partnership shall fulfill its purpose by:

- (1) overseeing and coordinating implementation of the June 2009 Eglin Joint Land Use Study as may be amended from time to time;
- (2) coordinating amongst the various governmental agencies and private entities implementation of the July 2010 Tri-County Growth Management Plan as may be amended from time to time; and
- (3) facilitating the cost effective provision of infrastructure and services that serve the military installations and the surrounding communities by providing for the inter-jurisdictional review and coordination of the Partnership members' capital improvements plans and programs with the existing and emerging infrastructure and service needs of the military installations.

Section 2. MEMBERSHIP; TERMS OF OFFICE; OFFICERS; QUORUM; MEETINGS; REMOVAL

(1) **Membership.** One member and alternate will be designated by each government agency signatory to this agreement. Non-governmental agency membership will be by Memorandum of Agreement and will also provide one member and alternate.

(2) **Terms of Office.** The terms of office for each member and alternate shall be 3 years. Each term shall expire on June 30 in the year of expiration of the term.

(3) Each member and alternate shall be formally appointed for a term of office by each respective member's and alternate's governing body.

(4) The Chair will be the member appointed by the Okaloosa County Commission. A vice chair, and secretary shall be selected by and from the Partnership members. In the absence of a member who is an office holder, that member's alternate shall fulfill the office of the member. The term of office for the vice chair and secretary shall be 1 year, and no person shall hold the same office for more than two consecutive terms.

(5) A quorum shall consist of a simple majority of the membership, and action shall be taken by a simple majority vote of those members in attendance.

(6) A member or alternate may be removed by that member's or alternate's governing authority, but only for grounds constituting misfeasance, neglect of duty, incompetence, permanent inability to perform his or her official duties, or commission of a felony. The unexcused failure to attend three consecutive regular meetings of the Partnership shall be deemed neglect of duty, without limiting the meaning of that term.

(7) Except as otherwise provided, vacancies in office shall be filled by the governing body for which the vacancy in the Partnership exists for the balance of the term. In such cases, the appointment shall be made by the appropriate governing body not later than 30 days after the office has become vacant.

(8) At any time during a term that a member shall become a constitutional officer of his or her respective community, other than County Commissioner, City Councilmember, Mayor, or any other governing body, the member shall cease to be a member as of such time, and the governing body of the member's agency shall appoint another member to serve the remaining term of office; and a resignation from such office shall not restore such person to the Partnership.

Section 3. POWERS

The Partnership shall have all power and authority necessary, convenient, or desirable to accomplish the purposes of this agreement, including, but not limited to, the power to:

(1) Adopt rules for the regulation of its affairs and the conduct of its business, and rules for the operation of the system, and to enforce and administer all such rules;

(2) Recommend personnel to serve as Executive Director and other staff as necessary whose duties and salaries shall be recommended by the Partnership (with the approval of the Okaloosa County Commission) as necessary to carry out the duties and responsibilities as directed by the Partnership;

(3) Provide oversight of the duties of the Executive Director in the implementation of the 2009 Joint Land Use Study, 2010 Growth Management Plan, and the ongoing activities supporting Eglin Air Force Base and Hurlburt Field as sustainable installations. The Partnership may also plan for and study those emerging issues and projects, as necessary, including the feasibility of constructing, operating, and maintaining such projects deemed necessary to the provision of current infrastructure and services that serve the military installations and the surrounding communities, and to provide for such infrastructure and services that serve the needs of the military installations in Okaloosa, Santa Rosa, and Walton Counties, and plan for and study the environmental and economic feasibility of such projects;

(4) Coordinate and encourage public and private development in connection with the outcomes of such studies as referenced above;

(5) Coordinate the application for and acceptance of grants and coordinate donations of any type of property, labor, and other things of value from public and private sources to the appropriate jurisdiction;

(6) Recommend to employ or contract for technical experts, consultants, or other staff as may be deemed necessary and to determine their qualifications, duties, and compensation; and may appoint any advisory committee deemed necessary;

(7) Do all acts necessary in order to carry out the purposes of this act.

Section 4. LOCATION, ADMINISTRATIVE SUPPORT

The Partnership will maintain an office in Okaloosa County. As such, the Board of County Commissioners shall provide office space in one of its office facilities for any staff of the Partnership, as well as the necessary computer, desk, use of a County vehicle, office supplies, and other costs typically associated with office work.

Section 5. NOTICE OF MEETINGS

The Partnership shall give reasonable notice of those meetings required by Florida's Sunshine Laws.

Section 6. POWERS GRANTED, SUPPLEMENTAL

The powers granted by this act shall be regarded as supplemental and additional to powers conferred by other laws, and, unless inconsistent with such powers, shall not be regarded as in derogation of or as repealing any powers now existing under any other law, whether general, special, or local.

Section 7. FINANCIAL RECORDS, AUDIT

The financial records of the Partnership will be maintained by Okaloosa County and shall be audited as part of the County's Annual Financial Audit.

Section 8. INTENDED PROVISIONS OF THIS AGREEMENT

It is intended that the provisions of this Agreement shall be liberally construed for accomplishing the work authorized and provided for or intended to be provided for by this Agreement, and where strict construction would result in the defeat of the accomplishment of any part of the work authorized by this Agreement, and a liberal construction would permit or assist in the accomplishment of any part of the work authorized by this Agreement, the liberal construction shall be chosen.

Section 9. CONFLICT

In the event of a conflict of the provisions of this act with the provisions of any other act, the provisions of this act shall control to the extent of such conflict.

Section 10. SEVERABILITY; EFFECTIVE DATE

Should any word, phrase, sentence, subsection, section or other part of this Agreement be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then the part so held shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. This Agreement shall take effect as provided by law.

IN WITNESS THEREOF, the parties, by and through the undersigned, have entered into the Interlocal Agreement on the date and year written above.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

BY: _____
JAMES CAMPBELL
CHAIRMAN

ATTEST:

DON W. HOWARD
Clerk of Court

THE TOWN OF CINCO BAYOU

BY: _____
THERESA FARLEY
MAYOR

ATTEST:

CITY CLERK

THE CITY OF CRESTVIEW

BY: _____
DAVID CADLE
MAYOR

ATTEST:

CITY CLERK

THE CITY OF DESTIN

BY: _____
SARAH SEEVERS
MAYOR

ATTEST:

CITY CLERK

THE CITY OF FORT WALTON BEACH

BY: _____

DRAFT

MICHAEL ANDERSON
MAYOR

ATTEST:

CITY CLERK

THE CITY OF LAUREL HILL

BY: _____

MAYOR

ATTEST:

CITY CLERK

THE CITY OF MARY ESTHER

BY: _____

MARGARET MCLEMORE
MAYOR

ATTEST:

CITY CLERK

THE CITY OF NICEVILLE

BY: _____

RANDALL WISE
MAYOR

ATTEST:

CITY CLERK

DRAFT

THE TOWN OF SHALIMAR

BY: _____

GARY COMBS
MAYOR

ATTEST:

CITY CLERK

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

BY: _____

SCOTT BRANNON
CHAIRMAN

ATTEST:

MARTHA INGLE
Clerk of Courts

THE CITY OF DEFUNIAK SPRINGS

BY: _____

C. HAROLD CARPENTER
MAYOR

ATTEST:

CITY CLERK

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: _____

LANE LYNCHARD
CHAIRMAN

DRAFT

ATTEST:

MARY M. JOHNSON
Clerk of Courts

DRAFT

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

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

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Hunter Walker
FROM: DeVann Cook 
SUBJECT: Flex Plan Administration
DATE: January 5, 2011

Our agreement for administration of our flexible benefits program has expired. This agreement was with Lockard & Williams Insurance Services, P.A.. Lockard and Williams has done an excellent job. The agreement was for three (3) years. We accepted proposals at that time and they were the lowest at \$850.00 per month. The other two (2) proposals were \$5,400.00 and \$6,480.00 per month. Lockard and Williams has requested an increase of \$350.00 per month.

I recommend we extend our agreement with Lockard and Williams, for two (2) years, at the rate of \$1,200.00 per month.

DC/lh

cc: A. Jones

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>> >> Chapter
**86 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES >> ARTICLE III. - ABANDONED
 PROPERTY >>**

ARTICLE III. - ABANDONED PROPERTY

- Sec. 86-61. - Short title.
Sec. 86-62. - Definitions.
Sec. 86-63. - Procedure for removal—Public property.
Sec. 86-64. - Same—Private property.
Sec. 86-65. - Enforcement.
Sec. 86-66. - Penalty.
Sec. 86-67. - Immunity.
Sec. 86-68. - Adoption of state statute.
Sec. 86-69. - Supplemental authority.
Secs. 86-70—86-90. - Reserved.

Sec. 86-61. - Short title.

This article shall be known and may be cited as the "abandoned property ordinance."

(Code 1985, § 1-29.2-31)

Sec. 86-62. - Definitions.

For the purposes of this article, the following terms shall have the meaning given herein, unless their uses and context clearly indicate otherwise:

Abandoned property means wrecked or derelict property having no value other than nominal salvage value, if any, which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative, or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture, and any other similar article which has no value other than nominal salvage value, if any, and which has been left abandoned and unprotected from the elements.

Enforcement officer means the county administrator or his designee.

Public property means lands and improvements owned by the county lying within the county boundaries and includes buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and other similar property.

(Code 1985, § 1-29.2-32)

Cross reference— Definitions generally, § 1-2.

Sec. 86-63. - Procedure for removal—Public property.

- (a) Whenever the enforcement officer shall ascertain that an article of abandoned property is present on public property he shall cause a notice to be placed upon such article in substantially the following form:
 Notice to the owner and all persons interested in the attached property:

This property, to wit: (setting forth brief description) is unlawfully upon public property known as (setting forth brief description of location) and must be removed within ten days or, if the property is a boat, 30 days from the date of this notice. If this property is not removed within such period a hearing shall be held at (setting forth time and place of hearing) at which the owner or any person may show reasonable cause why the property should not be removed and destroyed. If at the conclusion of the

hearing, the owner or any person interested in it has not shown good cause why the property should not be removed and destroyed, it shall be presumed to be abandoned property and will be removed and destroyed by order of the board of county commissioners. If the property is a motor vehicle or boat, the owner will be liable for the costs of removal and destruction. Dated this: (setting forth the date of posting notice). Signed: (setting forth name, address and telephone of county administrator).

Such notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition to posting, the enforcement officer shall make a reasonable effort to ascertain the name and address of the owner, and if such is reasonably available to the enforcement officer, he shall mail a copy of such notice to the owner on or before the date of posting.

- (b) At the hearing, which shall be held before the board of county commissioners, the owner or any person having any interest in the abandoned article or articles described in the notice will be permitted to show reasonable cause why the article or articles should not be removed and destroyed. If, at the conclusion of the hearing, the owner or any person interested in the abandoned article or articles described in such notice has not removed the article or articles from public property or shown reasonable cause for failure so to do, the board of county commissioners may cause the article or articles of abandoned property to be removed and destroyed. The salvage value, if any, of such article or articles shall be retained by the county to be applied against the cost of removal and destruction thereof, unless the costs of removal and destruction are paid by the owner as provided in section 86-64 in which case the salvage value shall be deposited in the general fund of the county.

(Code 1985, § 1-29.2-33)

Sec. 86-64. - Same—Private property.

- (a) Whenever the enforcement officer shall ascertain that an article or articles of abandoned property are present on private property within the county's boundaries, in violation of any zoning ordinance or regulation, anti-litter ordinance or regulation, or other similar ordinance or regulation of the county, the enforcement officer shall cause a notice to be placed upon such article in substantially the following form:

Notice to the owner and all persons interested in the attached property:

This property, to wit: (setting forth brief description) located at (setting forth brief description of location) is improperly stored and is in violation of (setting forth ordinance or regulation violated) and must be removed within ten days or, if the property is a boat, 30 days from date of this notice. If this property is not removed within such period a hearing shall be held at (setting forth time and place of hearing) at which the owner or any person interested in the property may show reasonable cause why the property should not be removed and destroyed. If at the conclusion of the hearing the owner or other person interested in it has not shown good cause why the property should not be removed and destroyed, it shall be presumed to be abandoned property and will be removed and destroyed by order of the board of county commissioners. If the property is a motor vehicle or boat, the owner will be liable for the costs of removal and destruction. Dated this: (setting forth date of posting of notice). Signed: (setting forth name, address and telephone number of county administrator).

Such notice shall not be less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten days. In addition to posting the notice, on or before the date of posting, the enforcement officer shall mail a copy of the notice to owner of the real property upon which the abandoned articles are located, as shown by the county tax roll, and, if the abandoned property is a motor vehicle or boat, shall make a reasonable effort to ascertain the name and address of the owner and shall mail a copy of the notice to such owner.

- (b) At the hearing, which shall be held before the board of county commissioners, the owner or person having any interest in the abandoned article or articles described in the notice will be permitted to show reasonable cause why the article or articles should not be removed and destroyed. If, at the conclusion of the hearing, the owner or any person interested in the abandoned article or articles described in such notice has not removed the article or articles and complied with the ordinance or regulation cited in the notice, the board of county commissioners may cause the article or articles of abandoned property to be removed and destroyed. The salvage value, if any, of such article or articles shall be retained by the county to be applied against the cost of removal and destruction thereof, unless the costs of removal and destruction are paid by the owner as provided in section 86-64, salvage value shall be deposited in the general fund of the county.

(Code 1985, § 1-29.2-34)

Sec. 86-65. - Enforcement.

The owner of any abandoned motor vehicle or boat who, after notice as provided in this article, does not remove the vehicle or boat within the specified period shall be liable to the county for all costs of removal and destruction of such property, less any salvage value received by the county. Upon such removal and destruction, the enforcement officer shall notify the owner of the amount owed and of the penalty provision of this section. In the case of an abandoned boat, any person who neglects or refuses to pay such amount shall not be entitled to be issued a certificate of registration for any other boat until such costs have been paid. The enforcement officer shall supply the department of natural resources with a list of persons whose boat registration privileges have been revoked under this article and neither the department of natural resources nor the tax collector or other person acting as agent thereof shall issue a certificate of registration to a person whose boat registration privilege has been revoked, as provided by this section, until such costs have been paid. In the case of an abandoned motor vehicle, any person who neglects or refuses to pay such amount shall be subject to a fine of \$100.00.

(Code 1985, § 1-29.2-35)

Sec. 86-66. - Penalty.

Whoever opposes, obstructs, or resists any enforcement officer or any person authorized by the enforcement officer in the discharge of his duties as provided in this article upon conviction shall be guilty of a misdemeanor of the second degree.

(Code 1985, § 1-29.2-36)

Sec. 86-67. - Immunity.

The enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable good faith trespass upon real property while in the discharge of duties imposed by this article.

(Code 1985, § 1-29.2-37)

Sec. 86-68. - Adoption of state statute.

F.S. §§ 705.101—705.106 are hereby adopted by reference.

(Code 1985, § 1-29.2-38)

Sec. 86-69. - Supplemental authority.

The procedure authorized by this article is supplemental to other procedures authorized by law.

(Code 1985, § 1-29.2-39)

Secs. 86-70—86-90. - Reserved.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



10

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

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

December 29, 2010

Ginger Delegal, Esquire
Florida Association of Counties
100 S. Monroe Street
Tallahassee, Florida 32301

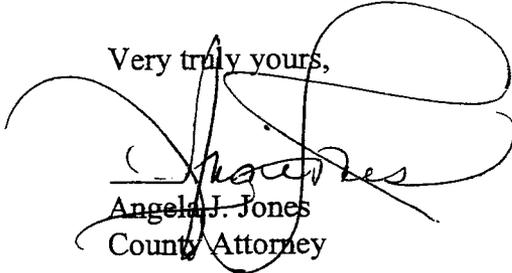
Re: Miami-Dade County, Santa Rosa County et al. v. DJJ

Dear Ms. Delegal:

Thank you for speaking with me and other Petitioner counties last week regarding the above-referenced matter. As we discussed, I plan to recommend to our Board at its January 13, 2011, meeting that it formally request FAC to intervene in the case as an interested Florida corporation. I anticipate the Board's approval of the recommendation.

In the meantime, I appreciate any steps you may be able to take to prepare to intervene in the matter and would be glad to speak with you further. Santa Rosa appreciates your interest in the case and looks forward, as always, to working with you.

Very truly yours,


Angela J. Jones
County Attorney

cc: Santa Rosa County Board Members
Hunter Walker, County Administrator



Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Coordinator

6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Hunter Walker
DATE: 01/06/2011
FROM: Sheila Harris
RE: Land and Water Conservation Fund (LWCF) Grant Opportunity

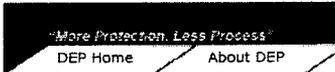
Applications for LWCF projects for the Cycle Year 2010-2011 are due by February 15, 2011. LWCF funds can be used for acquiring or developing land for public outdoor recreational use. This opportunity is very similar to the Florida Recreation Development Assistance Program (FRDAP); however it is funded with federal NOAA funds and has very strict restrictions that require improved sites to be dedicated in perpetuity for outdoor recreation use. The last county project developed using LWCF funding was around 1997 for Tiger Point Park.

Project applications will be scored and ranked in priority and depending upon availability of funds, awards will be issued in the summer/fall of 2011. If awarded, development projects must be complete within three years of approved funding agreement. Due to program restrictions and requirements, no acquisition projects were considered and only sites for which the county currently has site control (own/lease) were considered for development.

The maximum grant request is \$200,000 which must be matched with local in-kind, cash or land value at 100%. Based on a thorough review of several potential projects which took into consideration competitiveness against other proposals, project cost considerations, and recreational needs; Tammy Simmons and I recommend that the following projects be considered for submittal under this opportunity cycle:

- 1) Navarre Beach State Park Sound side Improvement Project – Potential improvements include construction of: dune walkovers/boardwalks to provide access from existing parking lots/pavilions to the sound; construction of kayak launch; construction of leisure pier; and boardwalk through eastern wetland area with observation deck and information kiosks where appropriate.
- 2) Bagdad Mill Site Park Improvement Project ** – Potential improvements include construction of: walking trail, restroom, kayak launch, entertainment pavilion, historical/environmental kiosks or other amenities.
- 3) Benny Russell Park Tennis Complex Development – Potential improvements include construction of: (4) 78' courts, (4) "quick-start" courts, restrooms, concession, picnic facilities, appropriate lighting, and support facilities and infrastructure as eligible.

** If the will of the board is to apply for improvements at the Bagdad Mill Site, it should be noted that the board *may* be required to request withdrawal of the recently submitted FRDAP application as similar improvements can not be included in applications submitted for both programs during the same application cycle.



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Office of Information and Recreation Services (OIRS)

What is the Land and Water Conservation Fund Program?

LWCF is a competitive program which provides grants for acquisition or development of land for public outdoor recreation use.

How is LWCF Administered?

Florida's Department of Environmental Protection (DEP), Division of Recreation and Parks, Bureau of Design and Recreation Services, administers the program on behalf of the U.S. Department of the Interior, National Park Service. The Program is governed according to Florida Statutes, Administrative Code and the LWCF Grants Manual.

Who May Apply for LWCF Funds?

All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public.

How Do I Apply?

Applicants must submit a completed LWCF grant application during an announced submission period. Applicants may submit only one application during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount will be announced prior to the submission period.

What is the LWCF Matching Ratio?

The matching ratio is one applicant dollar to one federal dollar for all LWCF grant awards (50% / 50%).

What Can I Use to Match a LWCF Grant?

*Cash; *In-kind services; *Value of donated real property owned by applicant (must be pre-approved by DEP).

What may LWCF Funds be used for?

- » **Development:** Outdoor recreation areas and facilities such as beaches, picnic areas, trails, ball fields, tennis and basketball courts and playgrounds along with associated support facilities such as lighting, parking, restrooms and landscaping. Enclosed buildings and structures (except restrooms, restroom/concession buildings and bathhouses) are ineligible.
- » **Acquisition:** Land for outdoor recreation purposes.

Must an applicant own the project site?

For development projects, the applicant must own the project site or lease it from a public agency by the closing date of the application submission period. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

How are LWCF Grants Awarded?

Each application is reviewed to determine eligibility. The Bureau of Design and Recreation Services evaluates each eligible application according to the Florida Administrative Code and the LWCF Manual, and assigns a final score. Based on the scores, the Bureau prepares and submits a recommended priority list to the Secretary of the DEP for approval. State approved projects are then submitted to the U.S. Department of the Interior, National Park Service for final review and award.

If an applicant is awarded LWCF funds, what are the major requirements?

Project Agreement: DEP and the grantee will enter into an agreement setting forth conditions consistent with DEP policy, the Florida Administrative Code and the LWCF Manual.

- » **Completion Time:** Grantees may be allowed up to three years from the effective date of the agreement to complete development projects, and one year for acquisition projects.
- » **Payment Schedule:** Grantees will receive LWCF funds on a reimbursement basis.
- » **Project Plans:** Development projects shall have final plans prepared and certified by an engineer or architect registered in the State of Florida.
- » **Project Accessibility:** A recipient of federal funding may not, directly or through contractual or other arrangements, on the grounds of age, race, color, sex, national origin, physical or mental disability, deny an individual any service or benefit which could otherwise be reasonably provided.
- » **Site Dedication:** LWCF assisted park land must be dedicated as a public outdoor recreation area in perpetuity. Grantees must commit to operate and maintain LWCF assisted public recreation facilities in

reasonable repair for a minimum of 25 years after completion of construction to prevent undue deterioration.

- » **Land Acquisition:** Unless approved by DEP in advance, formal negotiations for acquisition of a LWCF assisted site may not begin until the grant is awarded by the National Park Service. Grantees have up to three years to develop the property after purchase.

Who Do I Call for More Information?

Department of Environmental Protection
Division of Recreation & Parks
Office of Information and Recreation Services
3900 Commonwealth Boulevard, MS #585
Tallahassee, Florida 32399-3000
Phone (850) 245-2501
Fax (850) 245-3038

[Back to OIRS Homepage](#)

Last updated: October 14, 2009

3900 Commonwealth Blvd · Tallahassee, Florida 32399 Information Line: (850) 245-2157

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FY 2011/2012 BUDGET CALENDAR OF EVENTS

February 21 @ 1:30 p.m.

Pre-Budget Workshop –All Constitutional Officers & Board Directors

April 1 through April 30

Budget Office provides technical assistance in preparing budget packages

May 6

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

May 27

Constitutional Officers Budget Requests due to Budget Office

May 23 through June 3

County Administrator/Budget Director holds BCC Departmental budget reviews

June 1

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

June 9

2nd Pre-Budget Workshop –All Constitutional Officers & Board Directors

June 21 - 25

County Administrator meets with Constitutional Officers on their Budget Request

July 1

Property Appraiser provides Board with Certificate of Property Value

July 15

County Administrator presents Tentative FY 2011-2012 Budget to Commission

About August 4

Advise Property Appraiser of the Board of County Commissioners'

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

**FY 2011/2012 BUDGET
CALENDAR OF EVENTS (Continued)**

August 9 @ 9:00 am

Budget Presentations – All Constitutional Officers & BCC Departments

On or Before August 16

Property Appraiser mails proposed property tax

Tuesday August 30 @ 6:00 pm

Public Hearing on MSBUs

Tuesday September 6 @ 6:00 pm

First Public Hearing on Tentative FY 2011-2012 Budget

Week of September 15 – 17

Budget Ad in Newspapers

Monday September 19 @ 6:00 pm

Final Public Hearing on Proposed FY 2011-2012 Budget

Tuesday September 20

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



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
January 10, 2011

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 January 13, 2011 at 9:00 a.m. in Milton, Florida.

1. Discussion of advertisement for Letters of Response for Construction, Engineering, and Inspection (CEI) services for the S.R. 1 Historic Restoration Multi-Use Trail project to be funded by FDOT per previously executed LAP (Local Agency Program) Agreement.
(Attachment A)
2. Discussion of Local Agency Program Agreement with FDOT for the design of sidewalk project at Jay Elementary School not to exceed \$55,000.00.
(Attachment B)



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

MEMO

TO: Roger Blaylock

FROM: Chris Phillips

A handwritten signature in black ink, appearing to be "CP", is written next to the name "Chris Phillips".

DATE: January 5, 2011

RE: S.R.1 Historic Restoration / Multi-Use Trail – CEI Funding/Request for Letters of Response

Per conversations with Keith Shores, District 3 LAP Administrator, it appears SRC will be receiving additional funding of \$952,252 to complete the entire project per the bid price received from Roads, Inc. of NW FL (\$1,577,232.50). The original LAP (Local Agency Program) agreement was for construction dollars totaling \$623,981.

Included in the LAP agreement is \$49,919 for CEI. Due to the length of this project (270 days) and the cost exceeding \$1million, *On the Job Training* will be required in addition to the usual voluminous amount of EEO/AA paperwork required of LAP projects. I recommend we seek a LAP certified consultant to administer this contract and complete the required paperwork, inspections, and wage interviews.

Funding Breakdown (all FDOT Funds):

\$673,900 for construction/CEI

\$953,252 additional funding pending

\$1,627,152 total to complete the entire project

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>429868-1-38-01</u>	Fund: <u>SR2E</u>	FLAIR Approp: _____
Federal No: <u>SRTS-157-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>58 (Santa Rosa)</u>	Contract No: _____	Vendor No: <u>VF596000842010</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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

WITNESSETH:

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

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

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

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

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

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

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ \$55,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

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

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

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

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

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Keith Shores, P.E., District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Keith Shores, P.E., District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the

completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (a) immediately terminate the Agreement as set forth in Paragraph 8.B. below, or (b) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify

to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore the Agency agrees that:

(a) Each financial assistance agreement you sign with a US-DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by Department, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project

involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member

of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

13.16 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

AGENCY Santa Rosa County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Phillip Gainer, P.E.
Title: Director of Transportation Development

Attest: _____
Title:

Attest: _____
Title:

As to form:

As to form:

Attorney

Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

AGENDA

**Santa Rosa County
Public Services Committee
Meeting January 10, 2011, 9:00 A.M.**

PLANNING & ZONING

1. Recommend acceptance of short sale agreement in satisfaction of the SHIP lien on the property located at 5571 Berryhill Rd, Milton. This agreement is in lieu of foreclosure.

EMERGENCY MANAGEMENT

2. Recommend purchase of specified communication equipment from CMS Sullivan Communications in the amount of \$10,817.00, as the low quotation. Funding is budgeted and provided by the Fire MSBU joint account.



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: Janice Boone
Housing Program Manager *J. Boone*

THROUGH: Beckie Cato, Director *BC*

DATE: December 27, 2010

SUBJECT: SHIP SHORT SALE IN LIEU OF FORECLOSURE
5571 Berryhill Road, Milton, FL 32571

RECOMMENDATION:

Board approval of the request to accept \$1,000 for satisfaction of the first-time home buyer down payment and closing cost assistance provided 5/25/2007 in the amount of \$7,500.

BACKGROUND:

The property was purchased for \$159,900 in May of 2007. The FHA first mortgage was in the amount of \$157,429.

An offer to purchase is pending in the amount of \$101,500.

Band of America, the first mortgage lender, has approved the terms of the short sale.

A hardship letter has been received and involves a substantial reduction in income for the homeowner. If the short-sale is not completed, the owner will be forced into foreclosure.

Animal Services
Dominic Persichini
Director

Pine Forest Road
FL 32583
3-4680

Building Inspections &
Code Compliance
John T. Tolbert
Building Official

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

Emergency Management
Sheryl Bracewell
Director

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

Community Planning,
Zoning & Development
Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 201
Milton, FL 32583
(850) 981-7075

Veterans Services
Karen Haworth
Director

6491 Caroline St, Ste 1
Milton, FL 32570
(850) 626-8724

"One Team, One Goal, One Mission"



Department of Public Services

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

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



Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Brad Baker, Emergency Services Coordinator
Through: Sheryl Bracewell, Emergency Management Director
Re: Fire Equipment Purchase
Date: January 13, 2011

RECOMMENDATION

Request approval to purchase the following fire communications equipment from CMS Sullivan Communications utilizing \$10,817.00 of funds from the MSBU joint account:

- 6 ea. VHF Portable radio \$ 4,260.00
- 13 ea. Minitor VHF tone pager \$ 4,537.00
- 4 ea. VHF Mobile radio \$ 2,020.00

BACKGROUND

These items were selected by the Fire/Rescue Executive group for purchasing in volume in order to realize a substantial cost savings. Quotes were received from three suppliers. The vendor selected was the lowest quote based on competitive pricing. This purchase is part of the 2010/11 budget and consistent with the 5 year strategic plan.

VHF Portable radio

CMS-Sullivan Communications	4,260.00	Low bidder meeting specifications
MyRadioCompany.com	5,130.00	
CES Communications	5,220.00	

Minitor VHF tone pager

CMS-Sullivan Communications	4,537.00	Low bidder meeting specifications
P&W Service Center	4,927.00	
CES Communications	5,408.00	

VHF Mobile radio

CMS-Sullivan Communications	2,020.00	Low bidder meeting specifications
MyRadioCompany.com	2,200.00	
CES Communications	2,600.00	

COMPLETION

Upon approval the equipment will be acquired by the DEM and distributed accordingly. Equipment will be distributed to the Allentown, Bagdad, Jay, Munson, and Skyline Fire Departments respectively.

Animal Services
Dominic Persichini
Director
4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

Building Inspections &
Code Compliance
John T. Tolbert
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

Community Planning,
Zoning & Development
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7075

Veterans Services
Karen Haworth
Director
6051 Old Bagdad Hwy
Ste 204
Milton, FL 32570
(850) 626-8724

"One Team, One Goal, One Mission"

AGENDA
PUBLIC WORKS COMMITTEE

January 10, 2011

Chairman: Commissioner Salter

Vice Chairman: Commissioner Lynchard

1. Discussion of one (1) year extension of contract for engineering services with Southern Site and Utility Design, Inc. for Emergency Watershed Project (EWP) program under existing terms.
2. Discussion of acquiring permits as needed and soliciting bids for the demolition and repair or reconstruction of the eastern pier at Navarre Park.
3. Discussion of acquiring permits as needed and soliciting bids for the demolition and repair or reconstruction of the western pier at Navarre Park.
4. Discussion of acquiring permits as needed and soliciting bids for the demolition and reconstruction of the timber seawall at the Bal Alex Boat Ramp with funding from Boater Registration funds.
5. Discussion of paving the following dirt roads in District Two at an estimated cost of \$53,511.00:
 - Sunburst Lane
 - Children Street
 - Quiet Creek Road
 - Sunago Drive
 - Pitts Street
 - J.D. Peaden Road
 - Braddock Street
6. Discussion of resurfacing the following roads in District Two at an estimated cost of \$100,500.00:
 - Fairview Drive
 - Sunview Drive
 - Kabel Drive
 - Melrose Drive
 - Mason Lane
 - Owensville Road
 - Wesley Drive
 - Heather Way
 - Debbie Drive
 - Arlingwood Drive
7. Discussion of resurfacing Gin Road in District Three at an estimated cost of \$30,014.00.



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

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

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

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

MEMO

TO: Hunter Walker, County Administrator

FROM: Avis Whitfield, Public Works Director *AW*

SUBJECT: Contract Extension for EWP Engineering Services

DATE: January 4, 2011

I recommend a one year extension of the contract for engineering services with Southern Site and Utility Design, Inc. for Emergency Watershed (EWP) programs.

These services are only utilized when we receive EWP funding and engineering services account for a portion of the County's required 25% match.

AW/lc



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

Stephen L. Furman
Assistant
Public Works Director
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Thad Allen
Superintendent
Building Maintenance/Parks
P. O. Box 864
623-1569 • 939-1877

MEMO

TO: Hunter Walker, County Administrator
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Pier Needs at Navarre Park
DATE: January 4, 2011

Recent inspections of the two piers at Navarre Park has revealed advanced decay in many of the timber components with some piling and bracing completely rotted to the point of breaking. The eastern pier is approximately 250 feet long with a 30 foot long "T" at the end. Approximately 60 feet of the pier is on land and is in better condition. The decking is composite material and is also in better condition. Further evaluations by Engineering and Public Works can be performed to determine if some materials or segments are salvageable.

The western pier is a small pier that was donated to the county. The composite decking on that pier may be salvageable. Permanent removal of the small pier is also an option.

I recommend these items be discussed by the BOCC for direction with authorization for permitting, demolition and reconstruction as directed by the BOCC.

AW/lc



Western Pier

Eastern Pier

0 69ft



Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221
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Thad Allen
Superintendent
Building Maintenance/Parks
P. O. Box 864
623-1569 • 939-1877

MEMO

TO: Hunter Walker, County Administrator
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Bal Alex Park Seawall
DATE: January 4, 2011

A recent inspection of the seawall at the Bal Alex Boat Ramp has revealed advanced decay in the timber section of the seawall on each side of the boat ramp.

I recommend we seek BOCC approval for permitting and soliciting bids for demolition and reconstruction with funding from Boater Registration Fees.

AW/lc



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

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

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

January 4, 2011

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

Dear Mr. Cole:

The total estimated cost for paving the following dirt roads in District Two is \$ 53,511.00:

Sunburst Lane	\$ 2,291.00
Children Street	3,852.00
Quiet Creek Road	16,292.00
Sunago Drive	5,257.00
Pitts Street	3,384.00
J.D. Peaden Road	7,392.00
Braddock Street	15,043.00

Sincerely,

A handwritten signature in black ink that reads "Avis Whitfield".

Avis Whitfield
Public Works Director

/lc





Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221
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Thad Allen
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P. O. Box 864
623-1569 • 939-1877

January 4, 2011

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

Dear Mr. Cole:

The total estimated cost for resurfacing the following roads in District Two is \$ 100,500.00:

Fairview Drive	\$ 12,243.00
Sunview Drive	7,491.00
Kabel Drive	7,602.00
Melrose Drive	8,217.00
Mason Lane	5,045.00
Owensville Road	4,615.00
Wesley Drive	15,652.00
Heather Way	6,653.00
Debbie Drive	9,224.00
Arlingwood Drive	23,758.00

Sincerely,

A handwritten signature in black ink that reads "Avis Whitfield".

Avis Whitfield
Public Works Director

/lc



Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221
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Thad Allen
Superintendent
Building Maintenance/Parks
P. O. Box 864
623-1569 • 939-1877

January 5, 2011

Mr. Don Salter, Commissioner, District Three
Santa Rosa County Board of County Commissioners
6495 Caroline Street
Milton, FL 32570

Dear Commissioner Salter:

The estimated cost of resurfacing Gin Road in District Three is \$30,014.00.

Sincerely,

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

Avis Whitfield
Public Works Director

AW/lc

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Melvin
Vice Chairman: Commissioner Cole

January 10, 2011

Bid Actions:

- 1) Discussion of bids received for the purchase of four air packs for Emergency Management. Low bidder meeting specifications is Sunbelt Fire, Inc. in the amount of \$3,289 each.
- 2) Discussion of bids received for the advertisement of the delinquent tax lists. Sole bidder was the Santa Rosa Press Gazette in the amount of 22 cents per line.

Tax Deed Overbids:

- 3) Recommend approval to accept unclaimed overbid money from **Tax Deed Sales 10-091** in the total amount of **\$3,829.41**.

Budget:

- 4) **Budget Amendment 2011 – 064** in the amount of **\$4,051**. Funds purchase for the Bagdad Community Center (28 chairs \$812, and 4 tables \$319); and Lexan material for four concession stands (\$1,420) for East Milton Park; and for Christmas decorations (\$1,500) to City of Milton all from District II Recreation Reserves.
- 5) **Budget Amendment 2011 – 065** in the amount of **\$100,000**. Carries forward funds for advertising to promote tourism in Tourist Development Tax Fund.

County Expenditure/Check Register:

- 6) Recommend approval of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** AIRPACKS
2. **RESPONSIBLE OFFICE:** EMERGENCY MANAGEMENT
3. **DESCRIPTION OF SERVICE/PRODUCT:**

Purchase of 4 self contained breathing apparatus equipped with carrier and harness, intergrated PASS, HUD System, face piece, cylinder and CBRN protection

4. **BIDDERS AND PRICES:**

A. Sunbelt Fire, Inc.	\$3,289.00 each
B. Ten-8 Fire Equipment Inc.	\$3,681.52 each
C. Nafeco, Inc.	\$4,910.00 each

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** ADVERTISEMENT OF DELINQUENT TAX LISTS

2. **RESPONSIBLE OFFICE:** TAX COLLECTOR

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

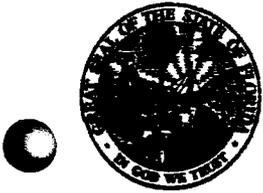
Advertisement of Delinquent Tax Lists.

4. **SCOPE OF WORK:**

Advertisement of the real property delinquent tax list once a week for three (3) weeks and the personal property delinquent tax list for one (1) week.

5. **BIDDERS AND PRICES:**

A. Santa Rosa Press Gazette \$0.22 per line



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

INTEROFFICE MEMO

DATE: 12/16/10
TO: JOEL HANIFORD
FROM: KATHY JORDAN
RE: TAX DEED OVERBID FEE ACCEPTANCE

Recommend acceptance of the unclaimed overbid money from tax deed sales 10-091 in the total amount of \$3,829.41.

KJ

Attachments

cc: Susan Hoodless

MARY M. JOHNSON
CLERK OF COURT

P. O. BOX 472
MILTON, FL 32572
PHONE: 850-983-1968
FAX: 850-983-1991

DEC. 16, 2010

SANTA ROSA COUNTY BOARD OF COMMISSIONERS
6495 CAROLINE ST.
MILTON, FL. 32570

RE: TAX DEED SURPLUS MONEY

DEAR SIRs:

ENCLOSED YOU WILL FIND OUR CHECK #2823, IN THE AMOUNT OF \$3,829.41. THIS IS UNCLAIMED SURPLUS MONEY FROM THE TAX DEED FILE LISTED BELOW.

FILE #10-091 \$3,829.41
SALE DATE: 9-13-10
CERT. #635
CERT. DATE: 5-30-08
CERT. HOLDER: RILEY TRUST
PAYEE: THOMPSON TRACTOR CO.
% FITTS STEPHEN NOBLE III
2001 PARK PLACE N., STE. 1200
BIRMINGHAM, AL. 35203

SINCERELY,

Debbie Lawson

DEBBIE LAWSON
DEPUTY CLERK

DOCUMENT CONTAINS COLORED BACKGROUND, MICROPRINTED SIGNATURE LINE, BLEED THRU NUMBERING, FLUORESCENT FIBERS, BACKSIDE HAS WATERMARK AND ENDORSEMENT AREA.

SANTA ROSA COUNTY
CLERK OF THE CIRCUIT COURT

TAX-REDEMPTION ACCOUNT
P.O. BOX 472
MILTON, FL 32572-0472

REGIONS
63-1011/632

002823
DATE 12/16/10

AMOUNT
\$ 3,829.41

THE
DER
SANTA ROSA CTY BRD OF COMMISSIONERS
Three Thousand Eight Hundred Twenty-Nine And 41 / 100

VOID AFTER 90 DAYS

Mary M. Johnson

AUTHORIZED SIGNATURE

MP

002823 083210112 0032544901

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: January 3, 2011

FROM: **District II Projects 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:	2322 – 599001	Reserve for Contingencies Dist II	(\$ 4,051)
	2322 – 59100110	To Recreation Projects Fund	\$ 4,051
To:	110 – 3810024	Dist. II Capital Fund	\$ 4,051
	2622 – 552001	Operating Supplies	\$ 2,551
	2622 – 5810011	Aid to Municipalities	\$ 1,500

State reason for this request:

Funds purchase for the Bagdad Community Center (28 chairs \$812, and 4 tables \$319); and Lexan material for four concession stands (\$1,420) for East Milton Park; and for Christmas decorations (\$1,500) to City of Milton all from District II Recreation Reserves.

Requested by: Tammy Simmons/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-064

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 01/10/11

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13th day Of January, 2011.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

2011-064

Diane Ebentheuer

From: Tammy Simmons
Sent: Thursday, December 09, 2010 1:52 PM
To: Joel Haniford
Cc: Diane Ebentheuer
Subject: FW: Bagdad Community Center

Need a budget amendment to purchase additional tables and chairs in the amount of \$1135 for the Bagdad Community Center to come from District 2 recreation funds.

From: Commissioner Cole
Sent: Thursday, December 09, 2010 8:20 AM
To: Sonja Lusk
Cc: Tammy Simmons
Subject: RE: Bagdad Community Center

I think we should . I have noticed that we could use more at this location.

Sincerely,
Bob Cole
Santa Rosa County Commissioner

From: Sonja Lusk
Sent: Wednesday, December 08, 2010 3:09 PM
To: Commissioner Cole
Subject: FW: Bagdad Community Center

Bob, I talked to Tammy about this one... although the Council is making the request the chairs/table would belong to us and would be used not only for the Meals on Wheels program but other groups who rent the facility. There have been requests in the past by renters for additional seating.

-Sonja

From: Tammy Simmons
Sent: Wednesday, December 08, 2010 1:33 PM
To: Commissioner Cole; Sonja Lusk
Cc: 'Jamie Jones'
Subject: RE: Bagdad Community Center

The cost for 28 chairs is \$811.16; the cost for 4 tables is \$318.96; the total cost to come from Dist 2 recreational funds, if you approve it, is \$1,130.12. Please respond with your wishes.

From: Jamie Jones [mailto:jjones@coawfla.org]
Sent: Wednesday, December 08, 2010 12:39 PM
To: Tammy Simmons
Subject: RE: Bagdad Community Center

Thanks so much!

Jamie Jones
Santa Rosa Services Assistant

Council on Aging of West Florida
P.O Box 542 Bagdad, FL 32530
(850) 983-4500 phone
(850) 983-4510 fax

From: Tammy Simmons [mailto:TammyS@santarosa.fl.gov]
Sent: Wednesday, December 08, 2010 12:25 PM
To: Rebecca Welch
Cc: Kenny Holt; Jamie Jones
Subject: RE: Bagdad Community Center

Have not heard from Commissioner Cole on this yet. I will send again.

From: Rebecca Welch
Sent: Wednesday, December 08, 2010 12:17 PM
To: Tammy Simmons
Cc: Kenny Holt; 'Jamie Jones'
Subject: RE: Bagdad Community Center

Tammy,

Any updates on the request below? Jamie is asking the status.

Rebecca

From: Jamie Jones [mailto:jjones@coawfla.org]
Sent: Monday, December 06, 2010 12:04 PM
To: Rebecca Welch
Cc: Kenny Holt
Subject: Bagdad Community Center

Hi Rebecca –
Bagdad meal site manager, Maryann Thorman, is in need of more tables and chairs. Four more tables, if possible and 25 – 30 more chairs. Please let me know if/when this might be feasible – Thanks!

Jamie Jones
Santa Rosa Services Assistant
Council on Aging of West Florida
P.O Box 542 Bagdad, FL 32530
(850) 983-4500 phone
(850) 983-4510 fax

2011-064

Diane Ebentheuer

From: Tammy Simmons
Sent: Tuesday, January 04, 2011 10:47 AM
To: Joel Haniford; Commissioner Cole
Cc: Diane Ebentheuer; 'charleshoard@bellsouth.net'; 'Raeann Wilson'
Subject: FW: EMYA

Need a budget amendment in the amount of \$1,420 to place Lexan material on the fronts of four concession stands from District 2 Recreational Funds for the East Milton Park. This will help keep the heat and cool in the concession stands and also could help prevent break ins.

From: Commissioner Cole
Sent: Tuesday, January 04, 2011 10:41 AM
To: Tammy Simmons
Subject: Re: EMYA

Use Texan

From: Tammy Simmons
Sent: Tuesday, January 04, 2011 10:39 AM
To: Commissioner Cole
Subject: RE: EMYA

No response attached?

From: Commissioner Cole
Sent: Tuesday, January 04, 2011 10:19 AM
To: Tammy Simmons
Subject: Re: EMYA

From: Tammy Simmons
Sent: Tuesday, January 04, 2011 09:04 AM
To: Commissioner Cole
Cc: 'charleshoard@bellsouth.net' <charleshoard@bellsouth.net>
Subject: RE: EMYA

The cost **per concession stand** is \$355 using Lexan; \$210 using Plexiglas. Building Maintenance recommends Lexan as it is more durable than the Plexiglas. Let me know your wishes for a budget amendment.

From: Commissioner Cole
Sent: Tuesday, December 21, 2010 3:39 PM
To: Tammy Simmons
Subject: RE: EMYA

Lets start with the buildings. We could also get a price on just 4x8 sheets of plexi.

Sincerely,
Bob Cole

Santa Rosa County Commissioner

From: Tammy Simmons
Sent: Tuesday, December 21, 2010 3:27 PM
To: Commissioner Cole; 'Raeann Wilson'
Cc: Rebecca Welch; 'charleshoard@bellsouth.net'; 'Cindy'
Subject: RE: EMYA

Portable concession, all concessions, which ones do we need to get a quote on?

From: Commissioner Cole
Sent: Tuesday, December 21, 2010 3:20 PM
To: 'Raeann Wilson'; Tammy Simmons
Cc: Rebecca Welch; charleshoard@bellsouth.net; Cindy
Subject: RE: EMYA

I like this idea, it will also help with germs.

Sincerely,
Bob Cole
Santa Rosa County Commissioner

From: Raeann Wilson [mailto:raeannw@bellsouth.net]
Sent: Friday, December 17, 2010 9:09 AM
To: Tammy Simmons
Cc: Rebecca Welch; Commissioner Cole; charleshoard@bellsouth.net; Cindy
Subject: EMYA

Tammy,
The softball director is requesting to have a plexy glass window cover on the concession stand. This would help to heat an cool the stand, also help prevent break ins. This request was approved by Mr. Hoard. Please let us know if this can be done.

Thank you,
Raeann Wilson
EMYA Secretary/Treas.

Raeann Wilson
Wilson Lumber Co
850*626*9198

"We don't lose faith because we struggle. We struggle because we lose faith" Karon Phillips Goodman

Diane Ebentheuer

2011-064

From: Tammy Simmons

Sent: Tuesday, December 21, 2010 3:15 PM

To: Joel Haniford; Diane Ebentheuer

Subject: Dist 2 Recreation Funds

Need a budget amendment in the amount of \$1500 from District 2 recreation funds to fund Christmas decoration.

Tammy C. Simmons, Administrative Services Manager
Santa Rosa County BOCC
6495 Caroline Street, Suite J
Milton, Florida 32570
(850) 983-1858 (850) 983-1861 (fax)
tammys@santarosa.fl.gov
<http://www.santarosa.fl.gov/>

INVOICE

RECEIVED DEC 20 2010

HW
BC

CITY OF MILTON
P.O. BOX 909
MILTON, FL 32572

(850) 983-5401

TO: SANTA ROSA COUNTY
ATTEN: BOB COLE
5495 CAROLINE STREET
MILTON, FL 32570

INVOICE NO: 491
DATE: 12/16/10

CUSTOMER NO: 284/284

TYPE: DO - DONATION

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	DONATION CHRISTMAS DECORATIONS DOWNTOWN FIVE HORSE CAROUSEL ANIMATED, LIGHTED AND GARLAND GROUND MOUNTED DECORATION	1,500.00	1,500.00
	CITY OF MILTON PAYMENT	= \$1,800.00	
	SANTA ROSA COUNTY PORTION (DONATION)	= \$1,500.00	
	TOTAL COST OF DECORATION	= \$3,300.00	

— Thank you for your prompt payment.

TOTAL DUE: \$1,500.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/16/10 DUE DATE: 12/16/10
CUSTOMER NO: 284/284

NAME: SANTA ROSA COUNTY
TYPE: DC - DONATION

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MILTON
P.O. BOX 909
MILTON FL 32572

(850) 983-5401

INVOICE NO: 491
TERMS: NET 0 DAYS

AMOUNT: \$1,500.00

Evangeline Specialties Inc.



Invoice 167557
 Invoice Date 11/02/10

PO Box 62308 1825 Bertrand Dr.
 Lafayette, LA 70596 Lafayette, LA 70506
 Local: (337) 232-3898 Fax: (337) 233-1768
 Toll Free: 800-451-0364

RECEIVED
 NOV 10 2010

Bill To:
 MILTON, CITY OF

 PO BOX 909
 MILTON, FL 32572
 USA

Ship To:
 MILTON CITY OF
 6731 MAGNOLIA
 ATTN: LAMAR WHITAKER(110174)
 MILTON, FL 32570
 USA

850/983-5417

Customer	Ship Via	F.O.B.	Terms		
MILF02			Net 30 Days		
Purchase Order Number		Salesperson	Order Date	Our Order Number	
LAMAR WHITAKER110174		KH	10/14/10	65053	
Quantity Ordered	Quantity Shipped	Item Number	Unit Price		Extended Price
	Back Ordered		Item Description		
1	1	DH	1150.0000		1150.00
	0	DEER SET OF 6 SILHOUETTE, LIGHTED GROUND MOUNTED DECORATION		N	
1	1	5CAROUSELA	3300.0000		3300.00
	0	FIVE HORSE CAROUSEL ANIMATED, LIGHTED & GARLAND, GROUND MOUNTED DECORATION		N	
1	1	SEA	2685.0000		2685.00
	0	SANTA EXPRESS ANIMATED, LIGHTED & GARLAND, GROUND MOUNTED DECORATION		N	
48	48	99711	3.1400		150.72
	0	MINI LIGHT SET 50 LAMP CLEAR ON WHITE CORD, 4" SPACE, 50 LAMP SET, 17FT LENGTH		N	
75	75	40AF	1.3900		104.25
	0	LAMP AMBER-FLAME 40 WATT, MEDIUM BASE FOR USE ON THE WRÉATHS		N	
300	300	99075	0.1650		49.50
	0	C-7 GREEN TRANSPARENT 130V 5 WATT		N	

Our terms are Net 30 Days. Late payments incur a 1.5% per month charge.

Continued)

Thank you for your business.

Net due on 12/02/10

Customer Original

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: January 3, 2011

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	107 - 3990001	Cash Carried Forward	\$ 100,000
To:	4010 - 548001	Promotional Activities	\$ 100,000

State reason for this request:

Carries forward funds for advertising to promote tourism in Tourist Development Tax Fund.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-065

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 01/10/11

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 13th day Of January, 2011.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Joel Haniford

2011-065

From: Kate Wilkes <kwilkes27@gmail.com>
Sent: Thursday, December 16, 2010 11:55 AM
To: Joel Haniford
Subject: \$100,000

Good morning Joel,
At the Dec. 16, 2010 Santa Rosa County TDC meeting the Council voted to move \$100,000 from the TDC Fund account, (we have \$400,000 ear-marked for Emergency Reserves) to Account 548001, Promotional Activities. We are waiting to hear from BP regarding additional funds to promote tourism but we need to begin placing advertising. When we receive these funds we will immediately return the \$100,000.

Thank you,
Kate

--
Kate Wilkes
Executive Director
Santa Rosa County Tourist Development
8543 Navarre Parkway
Navarre, FL 32566
850-939-8666
srctdc@mchsi.com
www.floridabeachestorivers.com