

December 6, 2010

ADMINISTRATIVE COMMITTEE

1. Discussion of FY10-11 Board of Commissioners committee assignments.
2. Presentation by West Florida Regional Planning Council staff on Regional Finance Authority legislation.
3. Discussion of draft legislation regarding conveyance of Santa Rosa Island to Escambia and Santa Rosa Counties.
4. Discussion of operation of private construction and demolition (C&D) landfills.
5. Discussion of Landfill Gas Development Agreement with Santa Rosa Renewable I, LLC for methane recovery at central landfill.
6. Discussion of emergency ordinance suspending the imposition of transportation impact fees for 2011.
7. Discussion of 2011 Legislative Priorities for presentation to the Florida Legislative Delegation.
8. Discussion of Amendment No. 1 to the Florida Department of Environmental Protection CPI Grant Agreement for Bagdad Waterfronts Partnership, Inc. economic development study.
9. Discussion of Amendment No. 1 to the Enterprise Florida, Inc. Defense Infrastructure Grant (DIG) Agreement.
10. Discussion of Amendment No. 1 to Florida Department of Revenue for Child Support Enforcement Program Grant.
11. Discussion of Amendment No. 3 to Florida Fish and Wildlife Conservation Commission Agreement for Archie Glover boat ramp dredging grant extension through April 30, 2011.
12. Discussion of amending contract with PBS&J, Inc. for design services at Bagdad Mill Site to comply with

Florida Department of Environmental Protection grant requirements.

13. Discussion of Board of Commissioners appointment to fill unexpired term on Florida Association of Counties Board of Directors.
14. Discussion of designating Chairman Lynchard as Board representative at Florida Association of Counties Trust (FACT) annual meeting.
15. Discussion of requests from the Navarre Krewe of Jesters to hold the 25<sup>th</sup> Annual Navarre Beach Mardi Gras parade on Saturday, March 5, 2011.
16. Discussion of annual renewal of Permit for Operation of Emergency Air Medical Transport for Baptist Life Flight.
17. Discussion of Resolution supporting Florida's Great Northwest urging support of advanced college degrees to grow Northwest Florida knowledge-based economy.
18. Discussion of Florida Secretary of State Public Official Bond for Commissioner Cole and Commissioner Melvin.
19. Discussion of scheduling informal Board workshop at 1:30 p.m. Monday, January 24, 2011 in Boardroom.
20. Public Hearing items scheduled for 9:30 a.m. Thursday, December 9, 2010:

Annual Resolution authorizing uniform collection of non-ad valorem assessments for projects which may include road paving, water, sewer, fire protection, etc. or any other purpose authorized by law.

**SANTA ROSA COUNTY COMMISSIONERS**

**2010-2011 COMMITTEE ASSIGNMENTS & MEETING SCHEDULES**

**CHAIRMAN: Lane Lynchard**

**VICE-CHAIRMAN: Jim Williamson**

**NOTE: ALL committee meetings will be held in the Commissioners Board Room, on the Monday prior to Thursday's committee meeting, beginning at 9:00 am**

**ADMINISTRATIVE COMMITTEE:**

**Lane Lynchard, Chairman – Jim Williamson, Vice-Chairman**  
**Staff: Hunter Walker, Angie Jones**

**BUDGET & FINANCIAL MANAGEMENT COMMITTEE:**

**Jim Melvin, Chairman – Bob Cole, Vice-Chairman**  
**Staff: Hunter Walker, Angie Jones, Joel Haniford**

**ECONOMIC DEVELOPMENT COMMITTEE:**

**Jim Williamson, Chairman – Don Salter, Vice-Chairman**  
**Staff: Hunter Walker, Angie Jones, Roger Blaylock, Cindy Anderson**

**PUBLIC SERVICES COMMITTEE:**

**Bob Cole, Chairman – Jim Melvin, Vice-Chairman**  
**Staff: Hunter Walker, Angie Jones, Tony Gomillion**

**PUBLIC WORKS COMMITTEE:**

**Don Salter, Chairman – Lane Lynchard, Vice-Chairman**  
**Staff: Hunter Walker, Angie Jones, Avis Whitfield, Roger Blaylock**

**REGULAR COMMISSION MEETINGS:** Commission meetings are held monthly on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday at 9:00 a.m., Commissioners Board Room, in the Santa Rosa County Administrative Center. Special Meetings and/or Committee of the Whole Meetings will be called by the Chairman as needed.

**Santa Rosa County Commissioners**

**2010-2011 Chairman's Individual Appointments**

<b>Regional Utility Authority (RUA)</b>	Lane Lynchard Jim Melvin
<b>West Florida Regional Planning Council (WFRPC)</b>	Jim Williamson
<b>Bay Area Resource Council (BARC)</b>	Jim Melvin Bob Cole
<b>Transportation Disadvantaged Coordinating Board (TDCB)</b>	Jim Melvin
<b>SRC Tourist Development Council</b>	Jim Melvin Alt. – Jim Williamson
<b>Tri County Community Council, Inc.</b>	Board Appointee (Hunter Walker)
<b>Okaloosa-Walton Transportation Planning Organization</b>	Jim Melvin
<b>Northwest Florida Regional Transportation Planning Organization</b>	Jim Melvin Don Salter Lane Lynchard
<b>Florida Association of Counties Trust (FACT)</b>	Lane Lynchard
<b>Three (3) Rivers RC&amp;D Council</b>	Don Salter
<b>Santa Rosa Communications Task Force (ICP)</b>	Don Salter
<b>Blackwater Housing Authority</b>	Bob Cole

**Small County Coalition**

Bob Cole  
Jim Williamson

**Strategic Planning Initiative Committee**

Don Salter

**Local Mitigation Strategic Steering Committee**

Jim Melvin

**Local Emergency Food & Shelter Program**

Bob Cole

**Santa Rosa County Fair Committee**

Bob Cole

**Florida-Alabama Strategic Task Force (FAST)**

Don Salter  
Lane Lynchard

**Public Safety Coordinating Council**

Lane Lynchard

**Regional Transportation Authority (RTA)**

Jim Melvin  
Don Salter  
Lane Lynchard

Committee: 12-06-10  
Board Approval: 12-09-10

# HB 5013



- HB 5013 became law after the 2009 Florida Legislative Session
- Called for Completion of a Feasibility Study for the Advance Funding of Capacity Projects consistent with the FDOT 5-Year Work Program
- The Intent is to Establish a Regional Finance Authority to Provide Resources for Transportation Related Projects in Northwest Florida.



# Study Assumptions

- Per HB 5013
  - Project phase must be in FDOT-5 Year Work Program
  - All bonds shall have a maturity not to exceed 30 years
  - Max of 25% of FDOT capacity<sup>1</sup> funds may be used
  - Bonds must be used to produce and/or construct projects
  - Cost of the projects must be balanced with available proceeds
  - FDOT has final approval of projects to be financed

<sup>1</sup> Funds for capacity are funds that are available after safety, system preservation and obligations are met.

- Project was divided into 2 phases:
  - Phase 1: Feasibility Study
  - Phase 2: Draft Legislation & Project Listing

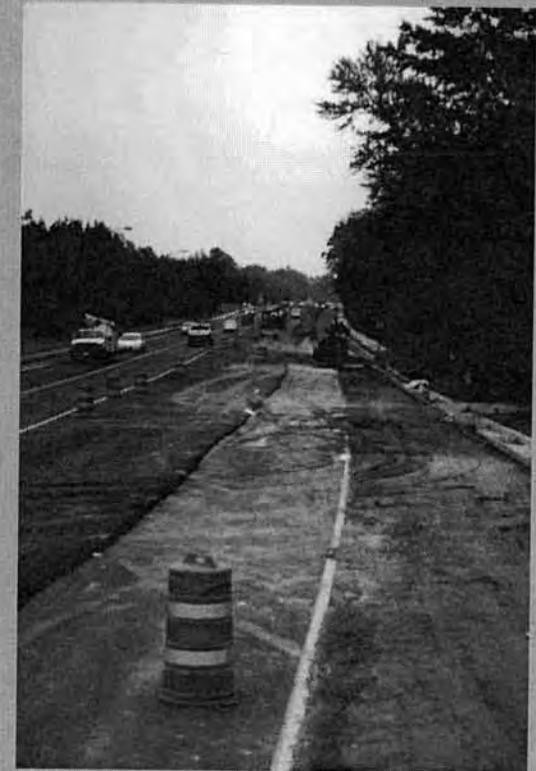


# Phase 1

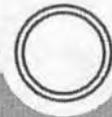


- **Feasibility Study**

- Asked the question “Can this be done?”
- Considered the historical funding levels for capacity projects (data provided by FDOT)
- Forecasted those amounts & calculated revenues available for bonding program



# Infrastructure Bonding



## ADVANCE FUNDING FOR CAPACITY PROJECTS

*Northwest Florida  
Regional TPO*

**Florida-Alabama**

**TPO** 

Transportation Planning Organization

**Okaloosa-Walton**

Transportation Planning  
Organization

**OWTPO**



# Findings



- In Phase 1, it was determined that it would be reasonable to assume:
  - An Authority can obligate current and future officials to a bonding program;
  - An Authority can make significant impact to meeting capacity needs with the \$30 to \$40 million the program would produce; and
  - An Authority can rely on the FDOT to have \$2.5 to \$3 million each year available to service the debt



# Approaches



- Two Approaches were Considered for the Bonding Program:
  1. Single expenditure and commence a 30 year repayment of the bond
  2. Use the bond program to advance project phases in the Work Program:
    - Similar to a revolving line of credit
    - Project phases would be advanced in the Work Program and the bond paid off in the year the phase was originally programmed
    - Individual JPAs for each project phase would be required

# Approaches



- Working with the Regional TPO, the Florida-Alabama & Okaloosa-Walton TPOs, the 2<sup>nd</sup> approach was preferred
  - This approach allows future decision makers to:
    - ✦ Have the ability to adjust future projects;
    - ✦ Concur with the terms of each new agreement;
    - ✦ Adjust the anticipated revenue to current estimates and future growth;
    - ✦ Have near-term decision points to retire the program; and
    - ✦ Address additional options to secure or back repayment of bonds

# Legislative Changes

- While the concept of bonding FDOT Work Program dollars was found to be feasible, legislative changes would be needed to make it legal
  - Changes to current state law are needed to make this possible
  - Currently working to identify those needed changes
  - Currently drafting enabling legislation for Regional Transportation Finance Authority



# Issues



- Several major issues to address:
  - Local governments unwilling to be the backstop for the bonds
  - FDOT concerns over the impact to the Work Program
  - Concerns over the Work Program serving as the backstop



Questions?

*Northwest Florida  
Regional* **TPO**

Florida-Alabama  
**TPO**  
Transportation Planning  
Organization

Okaloosa-Walton  
Transportation Planning  
Organization  
**OWTPO**

**PBS**

[DISCUSSION DRAFT]

112 <sup>th</sup> 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 has discretion to convey or  
 15 otherwise dispose of its right, title and interest, in and to  
 16 any portion of this property is subject to the conditions set  
 17 forth in section (b), hereinafter.

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          unfair 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 for 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

**DRAFT**

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 assented to 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 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

**DRAFT**

**Hunter Walker**

**From:** Etta [hlawlor@bellsouth.net]  
**Sent:** Monday, November 22, 2010 11:34 AM  
**To:** Hunter Walker; Angie Jones; Commissioner Cole  
**Cc:** Etta Lawlor; Carolyn Kolb; Wallis Mahute; Marla Broom  
**Subject:** Agenda Request

**Importance:** High

We respectfully request the following to be added to December BOCC agenda.

Discussion moratorium on new and change of use private landfills until the County finds a way to address issues of financial assurance, proper closure, groundwater monitoring, air monitoring and technical reports.

Private operation of landfills just does not seem to be working out to well in this County we sight the following:

Joiner Fill Dirt C&D Landfill, N Stewart St., Milton Coyote-Navarre C&D Five Forks Rd., Navarre East Milton C&D Jeff Ates Rd., Milton

The County is faced with numerous issues at the Joiner Fill Dirt C&D Landfill and the Coyote-Navarre C&D Landfill. East Milton C&D facility on Jeff Ates Rd has made a change of use request to the DEP earlier this year from C&D disposal to Coal Ash. Given that this East Milton C&D facility is in the Blackwater River watershed area there should be concern if the liner is suitable for disposal of coal ash and the life expectancy of the proposed liner. Will the East Milton C&D facility change of use C&D disposal to Coal Ash need future BOCC approval, if change of use is allowed by DEP?

EPA has proposed regulations to ensure stronger oversight to address the risk of groundwater contamination, threats to drinking water and safeguards against structural failures of coal ash impoundments. This fall the EPA has held hearings regarding docket #EPA-HQ-RCRA-2009-0640 Disposal of Coal Combustion Residuals from Electric Utilities (CCR). These hearings discussed two options a comprehensive program of federally enforceable cradle to grave requirements and authority to set minimum federal criteria Subtitle D. CCR contain contaminants mercury, cadmium, selenium, arsenic, cobalt and nitrate/nitrite some of which can seriously contaminate water and cause serious health risk. EPA CCR health concerns and structural integrity of landfills and surface impoundments came about after structural failure of surface impoundment at the Tennessee Valley Authority's plant in Kingston, Tennessee in 2008.

Sincerely,  
Etta Lawlor, Navarre, FL  
Carolyn Kolb, Navarre, FL  
Wallis Mahute, Milton, FL  
Marla Broom, Milton, FL

Email secured by Check Point

**Private Landfills  
Can Make Millions  
For Owners**

**LLC Transfers and  
Creative Accounting  
Money Disappears**

**Owners Declared  
Themselves Broke and  
Walk Away**



9-5-08 Joiner Photo Florida DEP www.dep.state.fl.us OCULUS

**Abandoning the landfill**

**Who's responsible for the cleanup and closure costs of abandon landfills?  
Ask Escambia County**

**Cost Cleanup and Closure  
of Sautley Field Landfill  
to Escambia County**



**approximately  
\$5,000,000  
Five Million**



**News Release**  
Escambia County  
Office of Public Information and Communications  
221 Palafox Place, Suite 410, Pensacola FL 32502

November 10, 2010  
News Release 10-1110-Sautley Landfill

**For more information contact:**  
Ron Hinson, Solid Waste Manager  
937-2100

**Escambia County holds Groundbreaking for  
Sautley Field Landfill project**

Escambia County is hosting a groundbreaking ceremony for the first segment of the Sautley Field Construction and Demolition (C & D) Landfill Revitalization project Tuesday, November 10, at 2 p.m. The groundbreaking will be held at 7600 Sautley Field Road.

The Sautley Field Road C & D site is an approximately 23-acre inactive landfill located in Escambia County that was operated as a C & D debris landfill beginning around 1990. The site had been subject to complaints and regulatory enforcement actions stemming from odors and other issues reported by nearby residents since the fall of 2005.

The site, intended to close in 2007, did not meet closure requirements and was abandoned in 2008. The Escambia County Board of County Commissioners approved the acquisition and closure of the site in March 2010. The county entered into an agreement with the Florida Department of Environmental Protection to develop and construct a closure system for the site as well as address the post-closure care requirements in accordance with Rule 62C-701, Florida Administrative Code.

This landfill revitalization project will provide the citizens a safe environment to enjoy in the future, said Wilson Robertson, District 1 Commissioner.

This project, funded by the Local Option Sales Tax, at a cost of approximately \$5,000,000, will be constructed in two phases. Phase 1 will consist of grading the site, removing excess waste and soil and the construction of a stormwater system to collect the runoff generated by the closed facility. Phase 2 will consist of installing a final closure system that will control both the methane and landfill gas generated at the facility.

For more information, contact Ron Hinson, Solid Waste Manager, at 937-2100.

Erosion on Side Slope



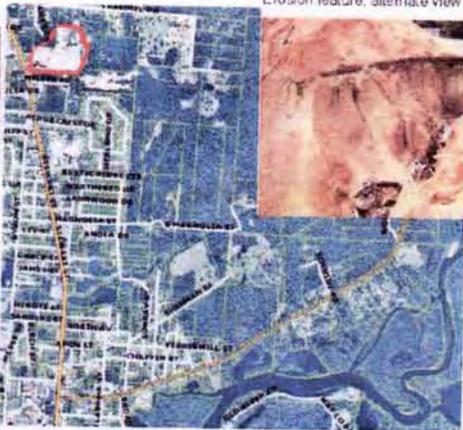
Erosion feature, alternate view



Erosion Feature



Aerial SRC GoMap



**Blackwater River less than 1 mile down gradient**  
**King Middle School (620 students) approx. 2000 ft**  
**W. H. Rhodes Elementary (870 students) approx. 7000 ft**  
**Milton High School (1800 students) less than 8,500 feet**  
**Santa Rosa Community Center approx. 5000 ft**  
Information 7/17/09 Email County Staff to FDEP

JOINER FILL DIRT C&D LANDFILL Photos Florida DEP www.dep.state.fl.us OCULUS

Erosion & exposed debris



Erosion feature on East Side



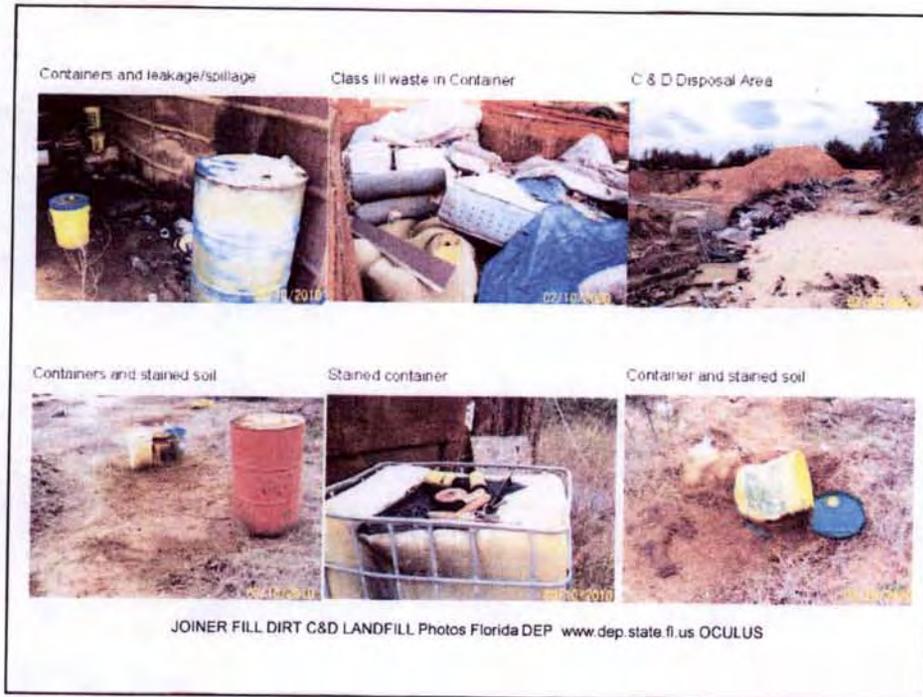
Debris Exposed by Erosion



Erosion feature



JOINER FILL DIRT C&D LANDFILL Photos Florida DEP www.dep.state.fl.us OCULUS



*Could Santa Rosa have another private landfill going down the same path as the Joiner Landfill? Coyote Land Co and the DEP are going to have a hearing January 26, 2011 to determine the fate of the Coyote-Navarre landfill.*

Partially vegetated/eroded cover

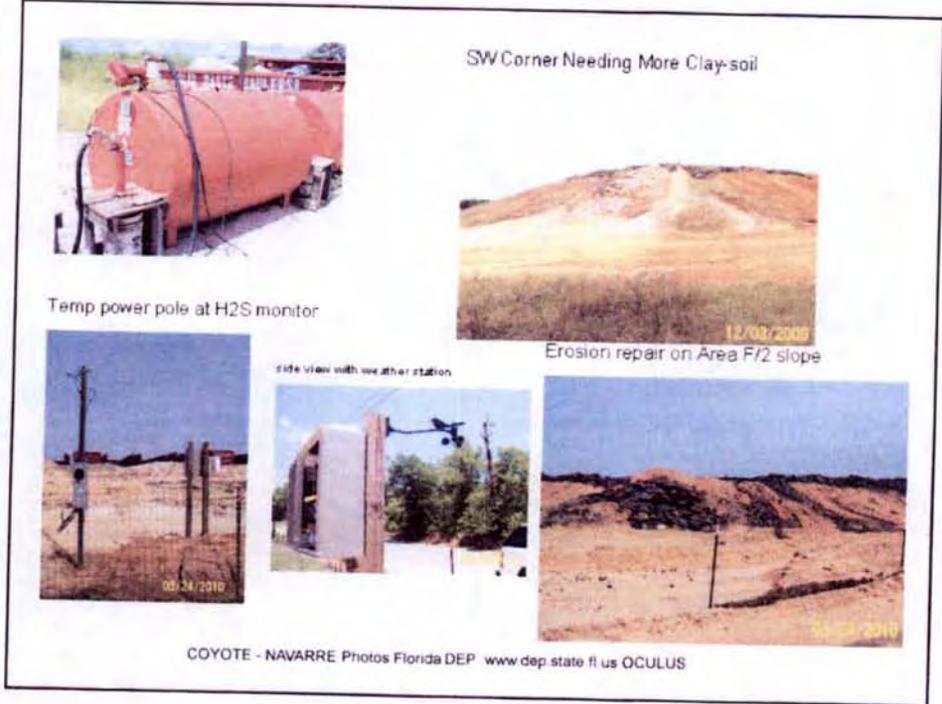


COYOTE - NAVARRE Photo  
Florida DEP www.dep.state.fl.us OCULUS

Aerial SRC GoMap



East Bay 1500' to 2500' down gradient  
Sandy soils and groundwater discharges quickly







Santa Rosa County Solid Waste Facilities

71 Sites Found

30 County 37 Private 4 State

21 Active, 11 Proposed and 39 Closed

34 Closed, No Gw Monitoring

5 Closed, With Gw Monitoring

AVALON PIT	Active	LCD	County
BELL LANE LAND CLEARING DEBRIS FACILITY	Active	C&D LCD	County
CENTRAL LANDFILL CLASS I, CLASS III, AIR CURTAIN	Active	CLASS I CLASS III DISASTER	County
AUTREY L. WALKER	Active	C&D LCD SOPF	Private
BAYSIDE DEVELOPMENT COMPANY	Active	LCD SOPF	Private
BILLY BOB LAND CLEARING DEBRIS DISPOSAL FACILITY	Active	C&D LCD	Private
COYOTE-NAVARRE C&D DEBRIS DISPOSAL FACILITY	Active	C&D	Private
FIVE FORKS ROAD LAND CLEARING DEBRIS FACILITY	Active	C&D LCD	Private
FIVE J'S INC. LCD FACILITY	Active	LCD	Private
GALT CITY LCD	Active	C&D LCD	Private
HOLLEY EARTHWORKS, INC. LCD FACILITY	Active	LCD	Private
MCN PIT	Active	LCD	Private
P & S LAND CLEARING DEBRIS SITE	Active	C&D LCD	Private
PERSIMMON HOLLOW C&D PIT	Active	C&D	Private
PHILLIP C. BARNARD LCD FACILITY	Active	C&D LCD	Private
SALTER 3 C'S RIDGE LAND CLEARING DEBRIS SITE	Active	C&D LCD SOPF	Private
SALTER LAND CLEARING DEBRIS SITE	Active	LCD	Private
ENVIRONMENTAL CLOSED C&D /LAND CLEARING DISPOSAL	Active	C&D LCD	Private
SUNCOAST C&D DEBRIS DISPOSAL FACILITY	Active	LCD DISASTER SITE	Private
THREE TRADES CONSULTANTS, INC. LCD FACILITY	Active		Private
TOURIST NETWORK TV TOWER SITE LCD DISPOSAL FACIL.	Active		Private
WILLIAM EDDINS PROPERTY - WESLEY MARINE	Activity Not Permitted		Private
191 DUMP	Closed, No Gw Monitoring	OLD DUMP	County
ALLENTOWN DUMP	Closed, No Gw Monitoring	OLD DUMP	County
BERRYDALE DUMP	Closed, No Gw Monitoring	OLD DUMP	County
CHUMUCKLA DUMP	Closed, No Gw Monitoring	OLD DUMP	County
EAST MILTON AIRPORT DUMP	Closed, No Gw Monitoring	OLD DUMP	County
GEIGER PIT	Closed, No Gw Monitoring	C&D	County
HAROLD DUMP	Closed, No Gw Monitoring	OLD DUMP	County
HICKORY HAMMOCK RD DUMP	Closed, No Gw Monitoring	OLD DUMP	County
HOLLEY #2 DUMP	Closed, No Gw Monitoring	OLD DUMP	County
HOODLESS DUMP	Closed, No Gw Monitoring	OLD DUMP	County
JAY DUMP	Closed, No Gw Monitoring	OLD DUMP	County
MILTON #1 LANDFILL	Closed, No Gw Monitoring	OLD DUMP	County
MILTON #2 LANDFILL	Closed, No Gw Monitoring	OLD DUMP	County
MILTON #3 LANDFILL	Closed, No Gw Monitoring	OLD DUMP	County
MILTON-BERRYHILL RD DUMP	Closed, No Gw Monitoring	LCD OLD DUMP	County
MUNSON DUMP	Closed, No Gw Monitoring	OLD DUMP	County
PACE DUMP	Closed, No Gw Monitoring	OLD DUMP	County
BEN CLARK SAND(FKA NAVARRE PIT (M&L SAND))	Closed, No Gw Monitoring	C&D	Private
CHADBOURNE C & D FACIL - HOLLEY PIT	Closed, No Gw Monitoring	C&D	Private
FERGUSON (ET AL.) C & D FACILITY	Closed, No Gw Monitoring	C&D	Private
WLER WRECKER SERVICE C&D FACIL.	Closed, No Gw Monitoring	C&D	Private

C&D TIRES, INC	Closed, No Gw Monitoring	WASTE TIRE PROCESSING	Private
AMBRO C&D DEBRIS LANDFILL	Closed, No Gw Monitoring	C&D	Private
KEVIN JERNIGAN LCD FACILITY	Closed, No Gw Monitoring	LCD	Private
MIDWAY SANITATION SERVICE (C & D)	Closed, No Gw Monitoring	C&D	Private
MIDWAY SANITATION WT FAC	Closed, No Gw Monitoring	WASTE TIRE COLLECTION	Private
MILLS, GEO H. C&D	Closed, No Gw Monitoring	C&D	Private
NWF CONTRACTORS, INC. C&D DEBRIS	Closed, No Gw Monitoring	C&D	Private
ROWLEY C&D DEBRIS LANDFILL	Closed, No Gw Monitoring	C&D	Private
RUSSELL SEPTIC TANK SERVICE (C & D)	Closed, No Gw Monitoring	C&D	Private
SANTA ROSA ASPHALT, LLC	Closed, No Gw Monitoring	C&D LCD SOPF	Private
STOCKS, BILLY WAYNE	Closed, No Gw Monitoring	C&D	Private
CURTIS LEE LAND CLEARING DEBRIS DISPOSAL FACILITY	Closed, No Gw Monitoring	C&D LCD	Private
HOLLEY LANDFILL	Closed, With Gw Monitoring	CLASS I; DISASTER SITE	County
NORTHWEST LANDFILL	Closed, With Gw Monitoring	CLASS II DISASTER SITE	County
SANTA ROSA CLASS III LANDFILL	Closed, With Gw Monitoring	CLASS III	County
JOINER FILL DIRT C&D LANDFILL	Closed, With Gw Monitoring	C&D LCD SOPF DISASTER	Private
NORTH LANDFILL	Closed, With Gw Monitoring NFA	CLASS II	County
EGLIN PIT	Proposed		County
FOREST PIT	Proposed		County
HOWELL PIT	Proposed		County
MIDWAY SPRAY FIELD	Proposed		County
OLF HOLLEY	Proposed		County
SANTA ROSA COUNTY MAINTENANCE YARD 5	Proposed		County
EAST MILTON C&D DISPOSAL FACILITY	Proposed		Private
CLEAR CREEK PIT	Proposed		State
FORESTRY PROPERTY	Proposed		State
ERDOWN PIT	Proposed		State
RIGHT OF WAY STATE ROAD 281 (AVALON)	Proposed		State

This LANDFILL GAS DEVELOPMENT AGREEMENT (this "Agreement") is dated as of \_\_\_\_\_, 2010 (the "Effective Date") by and between Santa Rosa Renewable I, LLC, a Delaware limited liability company with an address at 3555 Timmons Lane, Suite 900, Houston, Texas 77027 ("Developer"), and the Santa Rosa Board of County Commissioners, a Florida municipality with an address at 6495 Caroline Street, Suite M, Milton, FL 32570-4592 ("Owner") (each a "Party" and collectively, the "Parties").

**RECITALS:**

WHEREAS, Owner owns and operates a solid waste disposal facility known as the Santa Rosa County Central Landfill located in the county of Santa Rosa in the state of Florida (defined below as the Landfill);

WHEREAS, Owner and Developer wish to enter into this Agreement related to the Landfill Gas, or LFG, (as defined below) from the Landfill, pursuant to which Owner grants to Developer exclusive rights to (i) develop a LFG collection and flaring project (defined below as the LFG Collection Project), (ii) purchase all LFG collected by the LFG Collection Project, and (iii) develop a project to process and sell the LFG and/or potentially convert the LFG to electricity (defined below as the Energy Project); and

WHEREAS, the Project will create societal benefits, which include reduction of greenhouse gas emissions and reduction in other air emissions resulting from operation of the landfill.

NOW, THEREFORE, in consideration of the purposes stated above, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. DEFINITIONS

Terms not defined elsewhere in this Agreement shall have the meaning given them below. Except as the context may otherwise require:

"AAA Rules" has the meaning set forth in Section 8.2.

"Affiliate" means, with respect to any Person, any entity which is a direct or indirect parent or subsidiary of such Person or that directly or indirectly (i) owns or controls such Person, (ii) is owned or controlled by such Person, or (iii) is under common ownership or control with such Person. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise. Notwithstanding the foregoing, no individual shall be deemed to be an Affiliate of a Person solely by reason of being a director, committee member, officer or employee of such Person.

"Agreement" has the meaning set forth in the preamble.

"Applicable Law" means

(a) any constitution, statute, law, regulation, ordinance, rule, judgment, order, decree, Permit, concession, agreement, directive, guideline, policy, requirement or other governmental restriction (including any Environmental Law); and

(b) any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each such case having the effect or force of law; that, in any such case, is applicable to or affects the construction, operation, maintenance, ownership or use of all or any portion of LFG Collection Project, the Energy Project, the Project Site, LFG, the Landfill, the easements granted to Developer hereunder or the Landfill Site.

“Carbon Credits” means Emission Reductions, each representing a unit of carbon dioxide equivalent (the unit of measurement used to indicate the global warming potentials of greenhouse gases) that have been measured and certified in accordance with the Standard and including all rights, title and interest in and to the Reporting Rights associated with such Emission Reductions. Carbon Credits do not include RECs.

“Carbon Revenue” means the cash proceeds actually received from Developer’s sale of Carbon Credits generated by the LFG Collection Project, excluding any cash grants, rebates or subsidies associated with the development or operation of all or any portion of the Project.

“Carbon Proceeds” means, for each Revenue Period, fifteen percent (15%) of the Carbon Revenue for such Revenue Period.

“Claims” means demands, actions, causes of action, proceedings, judgments, awards, debts, deficiencies, liabilities, damages, costs, expenses (including reasonable attorneys’ fees, experts’ fees and costs of investigation), penalties and fines.

“Confidential Information” has the meaning set forth in Article 16.

“Developer” has the meaning set forth in the preamble.

“Developer Indemnified Parties” means (i) Developer, (ii) any direct or indirect equity holders of Developer, (iii) any Financing Parties, and (iv) any officers, directors, agents, attorneys and employees of any Person described in clauses (i), (ii) or (iii) of this sentence.

“Effective Date” has the meaning set forth in the preamble.

“Emission Reduction or ER” means all existing and future legal and beneficial rights arising from the reduction of greenhouse gas, including any right, interest, credit, entitlement, benefit, allowance, certificate or registrable right arising from or in connection with that reduction.

“Energy Project” means (i) one or more electrical and/or thermal energy generating units to be designed and installed by Developer or any designee of Developer pursuant to the terms hereof, that will be primarily fueled by LFG from the Landfill, together with any transformers, switch gear, distribution lines, pipelines, meters, compressors, filtering and cleaning equipment and related equipment necessary for the generation and delivery of electrical or thermal energy to customers, and/or (ii) any pipeline(s) and equipment that delivers LFG produced by the LFG Collection Project (whether processed or not) to a third party purchaser, and/or (iii) any pipeline(s) and equipment that delivers LFG produced offsite to the Energy Project, as such Energy Project may be expanded in the

sole discretion of Developer and/or (iv) any related equipment that is used for any of the foregoing activities.

“Energy Revenue” means, for each Revenue Period, the cash proceeds actually received during such Revenue Period from the Developer’s sale of energy and RECs generated by the Energy Project, excluding any cash grants, rebates, Tax Credits, or subsidies associated with the development or operation of the Energy Project.

“Energy Proceeds” means, for each Revenue Period, ten percent (10%) of the Energy Revenue for such Revenue Period.

“Environmental Attribute” means any beneficial aspect, claim, characteristic, credit or benefit resulting from or associated with the collection and destruction (whether by flaring or other form of combustion) of methane or other LFG components from the Landfill, or from the generation or sale of energy from a Renewable Energy Source from the Energy Project, excluding, in each case, the LFG itself and any electric energy produced. An Environmental Attribute may include (but is not necessarily limited to) one or more of the following: the Energy Project’s use of a particular Renewable Energy Source, avoided NOx, SOx, CO<sub>2</sub> or greenhouse gas emissions or avoided water use.

“Environmental Claims” means all Claims for injuries to persons or property damage: (a) excluding any such Claims, for diminution of property values, lost use of property, lost revenues, costs of specific performance or consequential or punitive damages suffered directly by any Party; and (b) including any such Claims, occasioned by the claims, demands, suits or causes of action of persons not a Party arising out of Environmental Conditions or Environmental Noncompliance, including actual or threatened damages to natural resources; claims for the recovery of response costs, or administrative or judicial orders directing the performance of investigations, removal, remedial or other response actions directing the performance of investigations, removal, remedial or other response actions under CERCLA, RCRA or other Environmental Laws as they may presently or hereafter be in effect; a requirement to implement “corrective action” pursuant to any order or permit issued pursuant to RCRA; claims for restitution, contribution or equitable indemnity from third parties or any Governmental Authority; fines, penalties, liens against property; and claims for injunctive relief or other orders or notices of violation from any Governmental Authority.

“Environmental Conditions” means any environmental conditions, circumstances or other matters of fact, pertaining to, relating to or otherwise affecting the environment, including any natural resources (including flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata or the ambient air, and relating to or arising out of the presence, use, handling, blending, storage, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials), dumping or threatened release (as such term is used in CERCLA or other similar Environmental Laws) of Hazardous Materials.

“Environmental Expenses” means all liabilities, losses, costs and expenses arising out of Environmental Conditions or Environmental Noncompliance, including costs of or associated with: assessment, investigation, cleanup, remediation, abatement, removal or other response action; posting financial assurances for the completion of response, remedial or corrective actions; preparation of any closure or other necessary or required plans or analyses, or other reports or analyses submitted to

or prepared by Governmental Authorities, including health risk assessments, epidemiological studies and the like; retention of engineers and other expert consultants; legal counsel; capital improvements; operation and maintenance testing and monitoring costs; power and utility costs and pumping taxes or fees; and administrative, oversight and other costs incurred by Governmental Authorities; provided, however, that Environmental Expenses shall only include those Environmental Expenses which are reasonably necessary and are in reasonable amounts in view of the then existing circumstances giving rise to them.

“Environmental Laws” means any Applicable Law now or hereafter in effect relating to Environmental Conditions or Environmental Noncompliance, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“*CERCLA*”); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. (“*TSCA*”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (“*RCRA*”); the Clean Water Act, 33 U.S.C. § 1251 et seq. (“*CWA*”); the Clean Air Act, 42 U.S.C. § 7401 et seq. (“*CAA*”); the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq. (“*FIFRA*”); the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq. (“*EPCRA*”); the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“*SDWA*”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 (“*HMTA*”); the Oil Pollution Act of 1990, 33 U.S.C. § 2761 (“*OPA*”); the Occupational Health and Safety Act, 29 U.S.C. § 651 et seq. (“*OSHA*”); the Pollution Prevention Act, 42 U.S.C. § 13101 et seq. the state of Florida Environmental Laws; any amendments to any of the above now or hereafter adopted or that otherwise become effective; any plans, rules, regulations, or local (including city, county or otherwise) ordinances adopted (including fire, land use, zoning, and other codes and regulations relating to Environmental Conditions), or other guidelines, guidance or policies promulgated pursuant to the preceding laws; and any common law principles (including decisions by or orders of courts, agencies, boards of appeals or similar bodies with mandatory or persuasive authority) relating to the Environmental Conditions.

“Environmental Noncompliance” means any violation of Environmental Laws, including: (a) the discharge, emission, release or threatened release (as such term is used in CERCLA, the CWA, the CAA or other similar Environmental Laws) of any Hazardous Materials in violation of any Environmental Laws; (b) any noncompliance with Environmental Laws regarding the construction, modification, operation and maintenance of physical structures, equipment, processes or facilities; (c) any noncompliance with federal, state or local requirements governing occupational safety and health related to Hazardous Materials; (d) any facility operations, procedures, designs, or other matters which do not conform to the statutory or regulatory requirements of Environmental Laws; (e) the failure to have obtained or to maintain in full force and effect permits, variances or other authorizations necessary for the legal operation of any equipment, process, facility or any other activity, to the extent required for compliance with Environmental Laws; (f) the operation of any facility, process, or equipment in violation of any permit condition, schedule of compliance, administrative or court order, to the extent required for compliance with Environmental Laws; or (g) any situation which results in the requirement or need to conduct assessment, investigation or other action resulting in Environmental Expenses.

“Extended Term” has the meaning set forth in Section 6.1.

“Financing Documents” means the credit agreements, leases, partnership agreements, notes, indentures, underwriting agreements, security agreements and related documents entered into in connection with any construction or permanent financing all or any portion of the Project.

“Financing Party” or “Financing Parties” means any Person(s) providing financing under the terms of any Financing Document.

“Flare Station(s)” means the Landfill Gas flare(s) and all auxiliary equipment related thereto, currently installed or to be installed or integrated with, at, on or in connection with the LFG Collection Project to combust and dispose of LFG produced at the Landfill and collected by the LFG Collection Project, and all modifications, replacements, additions to and expansions thereof.

“Force Majeure” means any event or condition not reasonably within the control of the Party claiming Force Majeure (other than the financial inability of such Party), which event or condition prevents or delays that Party from carrying out, in whole or in part, its obligations under this Agreement. Subject to the foregoing general definition, Force Majeure includes acts of God, winds, hurricanes, tornadoes, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock-outs or other industrial disturbances, acts of public enemies, acts, failures to act, or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, insurrections, military action, war, whether or not it is declared, sabotage, riots, civil disturbances, explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order that was reasonably within such Party’s power to prevent; provided, however, that lack of money, financial inability to perform or changes in a Party’s costs of performing its obligations hereunder shall not constitute an event of Force Majeure.

“Governmental Authority” means any federal, provincial, state, municipal, local or territorial government and any political subdivision thereof; or any other governmental, quasi- governmental, judicial, public or statutory department, ministry, agency, authority, board, bureau, corporation, commission, entity, or instrumentality; or any arbitrator with authority to bind a party at law.

“Hazardous Materials” means hazardous wastes, hazardous substances, hazardous constituents, air contaminants or toxic substances, whether solids, liquids or gases, including substances defined or otherwise regulated as “hazardous materials,” “regulated substances,” “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “carcinogens,” “hazardous air pollutants,” “criteria pollutants,” “reproductive toxins,” “radioactive materials,” “toxic chemicals” or other similar designations in, or otherwise subject to regulation under, any Environmental Laws, including petroleum hydrocarbons, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls and radionuclides.

“Initial Cure Period” means a period of thirty (30) days immediately following the receipt by a defaulting Party of notice from the other Party describing the happening of an event that, but for the Initial Cure Period, would constitute an event of Default by the defaulting Party pursuant to either Section 7.1.2 or Section 7.2.2 hereof.

“Initial Evaluation Period” shall have the meaning set forth in Section 2.2.2.

“Initial Term” has the meaning set forth in Section 6.1.

“Landfill” means the permitted landfill commonly known as the Santa Rosa County Central Landfill located in the county of Santa Rosa in the State of Florida, including any and all Landfill expansion(s) whether within the current Landfill Site or not.

“Landfill Gas” or “LFG” means any and all gases resulting from the anaerobic biological decomposition of landfilled solid waste, including but not limited to methane, carbon dioxide, hydrogen, entrained liquids, particles or aerosols, and traces of other gases or any combination thereof.

“Landfill Operations” shall mean all activities associated with the ownership, development, closure and post-closure activities at the Landfill, including, without limitation, (a) installation and development of cells, (b) receipt, placement, compaction and covering of permitted waste material, (c) compliance with Permits, applicable Environmental Laws and regulations, and sound landfill practices, (d) installation, placement and maintenance of the final cover, and (e) all other activities incidental to those mentioned above.

“Landfill Site” means the real property on which the Landfill is situated consisting of approximately 101 acres, as described in more detail under Annex A, as such Landfill Site may be modified upon expansion of the Landfill.

“Lease Estate” shall have the meaning set forth in Annex B attached hereto.

“LFG Collection Project” means the network of LFG collection headers, interconnecting pipes, valves, monitoring and measuring equipment, any knock-out vessels, wells, any LFG scrubber, any LFG cooler, and any vacuum pumps, blowers and compressors plus associated skids, the Flare Station(s), and any and all additional equipment, machinery, and fixtures currently installed, or to be installed at, in or on the Landfill and used for or in connection with the extraction, collection, cleaning, production, transfer, sale, or transport of LFG up to any points of delivery (as such may be defined in the future), and all modifications, replacements, additions and expansions thereof, but excluding: (a) facilities for the production of electrical power (including the Energy Project); (b) leachate vaporization facilities; (c) any LFG pipeline distribution system downstream of points of delivery; and (d) any other facilities for productive or beneficial use of the LFG. LFG Collection Project does not include the Landfill, the Landfill Site and/or any personal or real property that is not owned by Developer.

“Material Adverse Effect” means events or circumstances which, individually or in the aggregate, would have, or would reasonably be likely to have, a material adverse effect on the business, assets, results of operations, condition (financial or otherwise), and prospects of the business conducted by Developer or Owner, as the case may be; or on the ownership, operation or condition (financial or otherwise) of the Project or any material portion thereof; or which would result in the imposition of any material lien or other material encumbrance on the Project or the ability of Developer or Owner to perform its obligations hereunder.

“Non-Curable Defaults” has the meaning set forth in Annex B attached hereto.

“Notice Period” shall have the meaning set forth in Section 6.3.2.

“NSPS” means the national New Source Performance Standards and accompanying Emission Guidelines for control of emissions from certain new, modified or existing municipal solid waste landfills, initially promulgated by the U.S. Environmental Protection Agency (“EPA”) on March 12, 1996 (61 FR 9905 et seq.) and codified at 40 C.F.R Part 60 Subparts WWW and Cc, and the counterpart National Emissions Standard for Hazardous Air Pollutants (“NESHAP”) initially promulgated by EPA on January 16, 2003 (68 FR 2227 et seq.) and codified at 40 C.F.R. Part 62

Subpart GGG, including all modifications, amendments, supplements, or implementing provisions relating thereto.

“Owner” has the meaning set forth in the preamble.

“Owner Indemnified Parties” means (i) Owner, (ii) any direct or indirect equity holders of Owner, and (iii) any officers, directors, agents, attorneys and employees of any Person described in clauses (i) or (ii) of this sentence.

“Permit” means all authorizations from, permits and licenses issued by, consents and approvals of, filings with, notices from, and registrations with, any and all Governmental Authorities or quasi-Governmental Authorities (and all conditions thereof), which are currently required to be obtained, or may be required in the future for or in connection with: (a) collection, production or sale of Landfill Gas from the Project, (b) the operation, maintenance, possession or ownership of the LFG Collection Project, (c) the operation, maintenance, possession or ownership of the Landfill and/or the Landfill Site, (d) the exercise by Owner of any of its responsibilities under this Agreement, (e) the exercise by Developer of any of its rights pursuant to this Agreement or (f) the ownership and operation, of the beneficial use Energy Project.

“Permit Acquisition Date” means the date on which all Permits necessary for the construction and operation of the LFG Collection Project have been received and are non-appealable and final.

“Person” means any natural person, firm, corporation, company, voluntary association, general or limited partnership, joint venture, trust, unincorporated organization, Governmental Authority or any other entity, whether acting in an individual, fiduciary or other capacity.

“Project” means the LFG Collection Project and any Energy Project.

“Project Site” means the real property identified and depicted under Annex A hereto as amended from time to time, on which Developer shall construct the LFG Collection Project and may construct the Energy Project.

“REC” or “Renewable Energy Credit” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an Applicable Law or certification authority indicating generation of a particular quantity of energy from a Renewable Energy Source by the Energy Project. To the extent any certificate, credit, allowance, green tag, or other transferable indicia may constitute a Carbon Credit and a REC, it will be deemed to be a REC.

“Renewable Energy Source” means an energy source that is not fossil carbon based or radioactive, and may include solar, wind, biomass, geothermal, landfill gas, wave, tidal or thermal ocean technologies.

“Reporting Rights” means the exclusive right to report the benefits derived from the Carbon Credits to any agency, authority or other party.

“Revenue Period” means each period of six calendar months ending, respectively, at the end of June and at the end of December.

“Standard” means the Climate Action Reserve (CAR) protocol, as the same may be supplemented, modified or amended.

“System Rights” means the rights granted to Developer pursuant to this Agreement, including the rights set forth in Section 2.1, 2.3, 2.4, 2.5 and 2.6.

“Tax Credits” means any federal, state or local tax credits or investment tax credits arising from the development ownership, and operation of all or any portion of the Project that are currently available or may be available in the future, including any credits available under Section 45 or Section 48 of the Internal Revenue Code of the Internal Revenue Code of 1986.

“Term” has the meaning set forth in Section 6.1.

“Title Transfer Point” means one or more custody transfer meters installed by Developer as part of the LFG Collection Project.

## 2. PROJECT DEVELOPMENT; GRANT OF EXCLUSIVE RIGHTS

2.1 Site Lease. Owner, in consideration of the rents and covenants set forth in this Agreement, does hereby grant, demise and lease unto Developer the Project Site pursuant to the terms set forth in Annex A.

### 2.2 Initial Evaluation Period.

2.2.1 Within ten (10) days of the Effective Date, Owner shall deliver to Developer its specific design parameters for the LFG Collection Project as well as certain other Project Site and LFG data, including, but not limited to, existing Landfill Permits, as-built or design liner grades and cross-sections, waste volumes in place, waste types, availability of utility services, and leachate volume data as well as other existing data and information related to the design and operation of the Landfill.

2.2.2 Commencing on the Effective Date, Developer shall have a period of one hundred and twenty (120) days (the “*Initial Evaluation Period*”) to, (a) evaluate requirements for emissions control at the Landfill, (b) evaluate whether there is adequate LFG at the Landfill to support the LFG Collection Project, (c) evaluate the feasibility of the LFG Collection Project and the Energy Project and (d) perform engineering design, environmental, and other due diligence for the LFG Collection Project. During the Initial Evaluation Period, Developer may terminate this Agreement for any reason upon written notice to Owner. Upon such termination, the Parties shall have no further liability hereunder.

2.3 Exclusive Rights to Develop the LFG Collection Project; Ownership of the Project. During the Term, Developer will have the exclusive right to design, develop, construct, own, possess, expand and operate and maintain a LFG Collection Project on or adjacent to the Landfill Site. Developer shall hold legal and equitable title to the LFG Collection Project and any Energy Project) regardless of the manner of installation or affixation of the Project to the Landfill.

2.4 LFG Purchase Rights; Title Transfer. During the Term, Developer will have the exclusive right to purchase any LFG generated from the Landfill that is capable of being collected by the LFG Collection Project (it being understood that Developer is not obligated to collect or process any minimum quantity of LFG except as may be collected and processed by the LFG Collection Project). The sole consideration payable to Owner for all LFG sold to Developer hereunder will be Owner’s right to receive the Carbon Proceeds pursuant to Section 3.1 below. Title to the LFG sold

hereunder shall pass from Owner to and be absolutely vested in Developer at the Title Transfer Point, and liability for and the risk of loss of such LFG shall follow title.

2.5 Exclusive Right to Develop Energy Project. During the Term, Developer will have the exclusive right (but not the obligation) to design, develop, construct, own, possess, expand and operate and maintain an Energy Project on the Landfill Site.

2.6 Grant of Other Rights. Owner hereby grants to Developer for the Term of this Agreement (a) sole right, title and interest in and to any and all Carbon Credits and Environmental Attributes and (b) any revenue and/or any other benefit derived from any Carbon Credits and Environmental Attributes. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, Developer or its assignee shall have the right to all cash subsidies, grants, Renewable Energy Credits or certificates, Tax Credits, Carbon Credits or other Environmental Attributes, or similar credits which may arise based on collection of LFG and any use thereof including but not limited to, future generation of electricity from or other beneficial use of LFG collected by the LFG Collection Project.

3. CARBON PROCEEDS; ENERGY PROCEEDS

3.1 Carbon Proceeds. For each Revenue Period for which the Carbon Revenue is greater than zero, Developer shall pay to Owner, by the end of the calendar month thereafter, the Carbon Proceeds for such Revenue Period. [Insert rate schedule.]

3.2 Energy Proceeds. For each Revenue Period for which the Energy Revenue is greater than zero, Developer will pay Owner, by the end of the calendar month thereafter, the Energy Proceeds for such Revenue Period. [Insert rate schedule.]

4. PROJECT MANAGEMENT AND OPERATION

4.1 Project Management and Operation. Developer shall, at its sole cost and expense, operate and maintain the LFG Collection Project and, to the extent it is constructed, the Energy Project.

However, if any time any Applicable Law requires (or would have required if such LFG Collection Project had not been previously built) Owner to install or maintain a LFG Collection Project, Owner shall assume sole responsibility for the operation and maintenance of the LFG Collection Project. Should Developer continue to operate and maintain the LFG Collection Project after the effective date of said law, Owner shall become solely responsible for all reasonable expenses associated with the operation and maintenance for the LFG Collection Project. Developer's continued operation and maintenance of the LFG Collection Project after the effective date of the said law shall be based upon and subject to a mutually agreeable operation and maintenance agreement.

4.2 Cooperation with Owner.

4.2.1 Developer shall present any potential subcontractors for the construction and operations/maintenance of the Project to Owner for evaluation and agrees to involve Owner in the selection process to the extent reasonably possible. Notwithstanding the foregoing,

Developer shall have the right to select any subcontractor for the Project in its sole reasonable discretion.

4.2.2 To the extent any reports or assessments are made available to Developer regarding the construction of the LFG Collection System, Developer agrees to make such reports or assessments available to Owner within thirty (30) business days of Developer's receipt thereof.

4.3 Construction of Project. Owner shall be given at least ten (10) days' notice prior to the commencement of construction of the LFG Collection Project and the Energy Project. Visitors to the Landfill shall be recorded and provided to Owner ten (10) days prior to such visitors' arrival on the Landfill Site.

4.4 No Burdensome Agreements. Owner shall not enter into any future agreement with respect to the operation of the Landfill which impairs Developer's ability to perform its obligations under this Agreement or which imposes any additional costs on Developer.

4.5 Liens and Encumbrances. Owner has and shall continue to remove all liens and encumbrances that may be filed against or otherwise applicable to the Project or the System Rights granted to Developer hereunder. If Owner shall fail to remove any such lien or encumbrance within twenty (20) days after receipt of written demand from Developer to so do, then Developer shall have the right, but not the obligation, to satisfy any claim giving rise to such lien or encumbrance. The cost thereof, including reasonable attorney fees and expenses, shall be paid by Owner to Developer immediately upon demand, and Developer shall be entitled to offset and deduct any such costs that are billed and overdue, from Carbon Proceeds, Energy Proceeds or any other payments required to be made by Developer to Owner hereunder.

4.6 Owner's Landfill Operations.

4.6.1 Owner covenants that, during the Term, (i) no waste will be accepted for disposal at the Landfill that is not in accordance with Applicable Laws and Permits, and (ii) no application or petition will be made for a RCRA subtitle C Permit for the Landfill or any portion thereof.

4.6.2 To the extent the Owner is conducting any operations of the Landfill whereby the Landfill is receiving non-hazardous waste (for which a RCRA subtitle C Permit is not required), Owner shall prepare and deliver by January 31 of each calendar year during the Term its then current plan of waste management procedures for the Landfill. Owner will take all commercially reasonable actions to accommodate and cooperate with Developer in achieving Developer's objective of maximum feasible collection, recovery and destruction of LFG consistent with Owner's waste management procedures and Owner's Permits. Owner hereby covenants and agrees to use its commercially reasonable efforts to ensure its operations on the Landfill do not damage or disrupt the Project and Developer's LFG activities or adversely affect the eligibility of the Project under the Standard.

4.7 Developer's Operations.

4.7.1 Developer hereby covenants and agrees to use its commercially reasonable efforts to ensure its operations on the Landfill do not disrupt or interfere with Landfill

Operations and to use its commercially reasonable efforts to ensure Developer's use of the easements granted to Developer by Owner hereunder has as minimal an impact on Landfill Operations as possible. In furtherance of the foregoing, Developer agrees to provide Owner with advance notice (to the extent such notice is possible) of any activities that are likely to disrupt or interfere with Landfill Operations sufficient to allow Owner to take reasonable steps to mitigate such damage or disruption. If Owner determines that an activity contemplated by Developer will adversely impact Landfill Operations, it must notify Developer within five (5) business days of receiving the advance notice from Developer and each of the Parties agree to use commercially reasonable efforts to reach agreement as to the activity and its performance. For the avoidance of doubt, repeat notice shall not be required for recurring activities absent a material change in the manner in which the activity is performed.

5. PERMITTING; COMPLIANCE WITH LAWS; WASTE MATERIALS; ENVIRONMENTAL OBLIGATIONS

5.1 Permits, Authorizations. Owner will promptly and diligently pursue and obtain all necessary Permits and authorizations (or modifications thereof) required to deliver LFG to Developer in accordance with this Agreement (including, without limitation, a Title V air operating Permit from the applicable state or local Governmental Authority, if required). All such permits and authorizations shall be at Developer's cost. Owner will cooperate in good faith with Developer in preparing applications and pursuing such Permits/authorizations to ensure that the final Permits/authorizations maximize the economic benefits to Developer contemplated in this Agreement. Subject to Section 5.4, any Permits and authorizations relating primarily to the LFG Collection Project or Developer's business operations (including at and downstream of the Title Transfer Point) shall be the sole responsibility and obligation of Developer and shall be obtained at Developer's cost. Developer shall provide Owner at least five (5) days' notice prior to filing for, or requesting, any Permit, authorization, zoning change, consent, or approval (or any modification of any of the foregoing) related to the LFG Collection Project, Project Site, or Developer's business operations related to this Agreement. Upon written request, each Party shall provide the other with a copy of the application and status of the Permits and authorizations described above. Notwithstanding any other provision of this Agreement, Developer shall not be obligated to commence or continue design or construction of the LFG Collection Project or of any additions, improvements or modifications thereto, or of any modifications to Owner's Facilities, except to the extent that Developer and Owner have obtained, all necessary Permits and authorizations therefore.

5.2 Mutual Assistance. Each Party shall be responsible for the acquisition, and any payments associated therewith, of their respective Permits and authorizations. However, the Parties hereto shall use commercially reasonable efforts to support and assist one another in the acquisition of any required Permit or authorization to fulfill the obligations hereunder, and the assisting Party shall be reimbursed its out-of-pocket costs by the Party that requested the support and assistance. Such support shall include, without limitation, participation in regulatory proceedings and provision of relevant non-confidential information concerning each Party's operations. If either Party, in its sole and absolute discretion, provides Confidential Information to the other Party in connection with such support, the Party receiving such Confidential Information shall comply with the provisions of Article 16.

5.3 Compliance with Laws by Developer. Subject to Sections 2.2.1, 5.4 and other provisions in this Agreement, Developer will comply with all Applicable Laws and Permits

pertaining to the design, construction, operation and maintenance of the LFG Collection Project and the Energy Project (if Developer has elected to construct the Energy Project). For the avoidance of doubt, if a Permit and/or action under Applicable Law is (a) required of Owner under Sections 2.2.1, 5.4 or elsewhere under this Agreement and (b) also required of Developer under this Section 5.3, Developer shall not be required to take any action relating to such Permit or Applicable Law until Owner has complied with such Permit and/or Applicable Law.

5.4 Compliance with Laws by Owner. Owner will comply with all Applicable Laws pertaining to the Landfill, Landfill Site or Project Site, and with all orders, decrees, Permits and judgments of any Governmental Authority having jurisdiction over the Landfill, Landfill Site or Project Site.

5.5 Responsibility for Waste Materials. Owner shall promptly and at its sole expense collect and dispose of any waste or refuse material that is directly or indirectly deposited or otherwise found at the Project Site due to the operations of the Landfill, including without limitation any such materials blown or directed onto the Project Site by wind or other weather conditions.

5.6 Disposal of Condensate/Well Spoils. Owner shall (i) have title to and (ii) be liable and responsible for the disposal of, condensate materials, leachate, liquids and other waste produced on or by the Landfill (including any such condensate materials, leachate, liquids and other waste produced by the Project). To the extent reasonably practicable, and subject to the other limitations and restrictions set forth herein, Owner and Developer agree to work together to utilize liquids collected from the Landfill in a mutually beneficial manner, including, without limitation, seeking authorization to reintroduce such liquids into the Landfill, if such reintroduction would likely increase the generation of LFG and can technically, feasibly and reasonably be incorporated into the design and operation of the Landfill.

5.7 Environmental Obligations. Owner shall be solely responsible for undertaking any investigation, assessment, plan development, clean-up, remediation, capital improvement or other action ordered, imposed, or requested by any Governmental Authority, or required by any Applicable Law, other than actions that are required solely as a result of the matters described in Section 9.2.2.

## 6. TERM; EARLY TERMINATION

6.1 Term of Agreement. Subject to the other provisions hereof, this Agreement shall be effective as of the Effective Date, and shall remain in full force and effect for a term expiring on the twentieth (20<sup>th</sup>) annual anniversary of the Permit Acquisition Date (the "*Initial Term*").

### 6.2 Early Termination.

6.2.1 If at any time Developer, in its sole discretion, determines that the development or continued operation of the LFG Collection Project or any portion thereof is not commercially viable for any reason (including (i) as a result of any casualty event; (ii) as a result of Force Majeure; (iii) as a result of Developer's findings in connection with its evaluation of the LFG Collection Project pursuant to Section 2.2.2; (iv) as a result of a Governmental Authority asserting jurisdiction over Developer as a "public utility"; (v) as a result of the LFG Collection Project being, or expected to be, no longer able or eligible to produce sufficient volumes of Carbon Credits that are generally marketable within the United States through Developer's usual and customary efforts, whether such eligibility is adversely

affected by Environmental Laws such as NSPS or other non-NSPS factors; or (vi) otherwise), then Developer may, in its sole discretion, elect either of the following options:

- (a) cease operating a portion of the LFG Collection Project; or
- (b) issue a termination notice setting forth an early termination date for the Term, which date shall be no earlier than sixty (60) days after such notice is issued.

6.2.2 If at any time after the construction of the Energy Project Developer, in its sole discretion, determines that the Energy Project is no longer commercially viable as a stand-alone enterprise, Developer may issue a termination notice setting forth an early termination date for the Term, which date shall be no earlier than sixty (60) days after such notice is issued.

6.2.3 If at time any Applicable Law requires (or would have required if such LFG Collection Project had not been previously built) Owner to install or maintain a LFG Collection Project, Developer shall have the right to sell the LFG Collection Project to Owner for an amount equal to the positive difference between (a) all costs paid by Developer to construct the LFG Collection Project and (b) the cumulative amounts of Carbon Revenue earned and retained by Developer (excluding all amounts of Carbon Proceeds paid to Owner). Upon such sale, the provisions in this Agreement relating to the LFG Collection Project shall terminate to reflect the relationship of the Parties following such sale. Each Party agrees that this Agreement may be amended and restated to reflect the preceding termination if requested by either of the Parties.

6.2.4 At the end of the Term, Developer will convey to Owner (and Owner will accept from Developer) the LFG Collection Project, including any expansions thereto, and Developer will peacefully surrender the Project Site applicable to the LFG Collection Project and the Easements relating to the LFG Collection Project to Owner in good condition, reasonable use, wear and tear and damage as the result of casualty loss excepted; and the foregoing, including all associated fixtures, equipment, trade fixtures, improvements and any additions or betterments thereto or thereof constructed by or on behalf of Developer will become the property of Owner, along with all associated rights to LFG. Upon the foregoing conveyance and surrender by Developer, Developer's rights and obligations under this Agreement shall cease except as otherwise provided herein. For the avoidance of doubt, Developer shall retain all rights to the Energy Project at all times and shall have the right to remove the Energy Project at the end of the Term; *provided* that such removal of equipment shall not cause Owner to incur out-of-pocket expenses or suffer a violation of any Permit attributable to such removal.

### 6.3 Milestones.

6.3.1 Developer shall meet the following milestones with respect to the LFG Collection Project:

- (a) Developer will execute an agreement with a subcontractor for construction of the LFG Collection Project within one hundred and twenty (120) days of the Permit Acquisition Date.

(b) Within twenty four (24) months of the execution of this Agreement, operation of the LFG Collection Project shall commence.

6.3.2 In the event Developer fails to meet any of the milestones set forth in Section 6.3.1 above and such failure continues for ninety (90) days following receipt of written notice from Owner of such failure (the "**Notice Period**"), Owner may elect to (a) cause Developer to cease construction of the LFG Collection Project without affecting the remainder of this Agreement or (b) terminate this Agreement; provided that in the event Developer has used its reasonable diligent efforts to meet the milestone, the Notice Period may be extended with the written consent of Owner, which shall not be unreasonably withheld. Upon termination of this Agreement, the Parties shall have no further liabilities hereunder other than those that expressly survive termination of this Agreement.

6.3.3 Following completion of Section 6.3.1(a) above, Developer agrees to provide Owner with a report at least every one hundred and twenty (120) days regarding Developer's progress with respect to completion of Section 6.3.1(b).

## 7. DEFAULT

7.1 Default By Developer. Each of the following events shall constitute events of default on the part of Developer (each, a "**Developer Default**"); provided, however, that no such event shall be deemed to be a Developer Default if: (a) it is caused by or is otherwise attributable in whole or in part to a breach by Owner of its obligations under this Agreement, or (b) it occurs as a result of an event of Force Majeure declared by Developer or Owner in accordance with Section 11;

7.1.1 The failure by Developer to make any payment required to be made by Developer hereunder, as and when due, where such failure shall have continued for ten (10) business days after written notice thereof has been given by Owner to Developer; or

7.1.2 The failure, and continued failure beyond the Initial Cure Period, by Developer to comply with any representation, warranty, covenant, obligation or agreement of Developer contained in this Agreement and not covered by Section 7.1.1; provided, however, that if the Initial Cure Period is not reasonably sufficient to permit a cure of such failure, and Developer shall have diligently commenced to cure such default within the Initial Cure Period and shall thereafter proceed with reasonable diligence to cure such failure, for such longer period as shall be reasonably necessary for Developer to cure the same.

7.2 Default By Owner. Each of the following events shall constitute events of default on the part of Owner (each, a "**Owner Default**"); provided, however, that no such event shall be deemed to be an Owner Default if: (a) it is caused by or is otherwise attributable to a breach by Developer of its obligations under this Agreement; or (b) it occurs as a result of an event of Force Majeure declared by Developer or Owner in accordance with Section 11;

7.2.1 The failure by Owner to make any payment required to be made by Owner hereunder, as and when due, where such failure shall have continued for ten (10) business days after written notice thereof has been given by Developer to Owner; or

7.2.2 The failure, and continued failure beyond the Initial Cure Period, by Owner to comply in any respect with any representation, warranty, covenant, obligation or agreement

of Owner contained in this Agreement and not covered by Section 7.2.1; provided, however, that if the Initial Cure Period is not reasonably sufficient to permit a cure of such failure, and Owner shall have diligently commenced to cure such default within the Initial Cure Period and shall thereafter proceed with reasonable diligence to cure such failure, for such longer period as shall be reasonably necessary for Owner to cure the same.

### 7.3 Termination Procedure.

7.3.1 Upon the occurrence of an Owner Default or a Developer Default, as the case may be, that is not cured within the applicable period (if any) for cure, the non-defaulting Party may exercise any remedy it may have at law or equity (including specific performance or initiating the termination of this Agreement by delivering a notice of its intent to terminate this Agreement to the defaulting Party (which notice shall specify in reasonable detail the applicable Default(s) giving rise to the notice).

7.3.2 Following the delivery of a notice pursuant to Section 7.3.1, the Parties shall consult for a period of thirty (30) days as to the appropriate actions that should be taken to mitigate the consequences of the relevant default, taking into account all prevailing circumstances. During the 30-day consultation period, the defaulting Party may undertake efforts to cure the relevant default, and if such default is cured at any time prior to the delivery of a termination notice, then the non-defaulting Party shall have no right to terminate this Agreement in respect of such cured default.

7.3.3 Upon expiration of the 30-day consultation period, and unless the Parties shall have otherwise agreed or unless the default shall have been remedied during the consultation period, the Party that issued the notice of its intent to terminate may terminate this Agreement by delivering a termination notice to the defaulting Party, whereupon this Agreement shall terminate on the date set forth in the termination notice (which date shall in no event be earlier than the date such termination notice is delivered to the defaulting Party).

7.3.4 The Parties agree and acknowledge that all rights under this Section 7.3 shall be subject in all respects to Developer's rights to remove all of Developer's property and assets on the Landfill in accordance with the terms under Annex A and Section 12.4 of this Agreement.

7.4 Effect of Condemnation. If the whole of the Project Site is taken or condemned by any Governmental Authority or any corporation having the power of eminent domain, or if such a substantial part thereof is taken as shall result in the Project Site being no longer feasible (in Developer's reasonable judgment) as an economically useful unit in conducting the Developer's business, then this Agreement may be terminated by Developer upon ninety (90) days prior written notice to Owner, without prejudice to either Party's rights to recover from the condemnor adequate compensation and damages resulting from such taking or condemnation. Developer shall be entitled to bring a separate claim against the condemning entity for the value of all property which has been condemned.

7.5 Developer's Right to Cure Owner Default, Step-In Rights. In the event of an Owner Default and Owner's failure, within thirty (30) days after receipt of written notice from Developer, diligently and promptly to commence and continue correction of such default or neglect, Developer may, without prejudice to any other remedy or right it may have, make good such deficiencies. In

such case, the additional cost of correcting such deficiencies shall be paid by the Owner to Developer or its designee promptly after receipt of an invoice therefor. Without limiting the foregoing, Developer may offset such costs against any Carbon Proceeds (or Energy Proceeds, if any) due and owing to Owner under this Agreement. For the avoidance of doubt, Owner shall not be deemed to have cured any Owner Default (including failure to make any tax payments) as a result of Developer's exercise of its rights under this Section 7.5. The Parties further agree that Developer shall have no liability to Owner in connection with Developer's exercise of its rights under this Section 7.5 and that in addition to the other indemnification obligations of Owner set forth in this Agreement, Owner shall indemnify, defend, and hold Developer Indemnified Party harmless from and against all Claims arising out of, caused by or resulting from the Developer's exercise of its rights under this Section 7.5 to the fullest extent possible under Applicable Law.

## 8. DISPUTE RESOLUTION

8.1 Governing Law. This Agreement and any provisions contained herein shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to any conflicts of law principles that would direct the application of another jurisdiction's laws.

8.2 Alternative Dispute Resolution. All disputes between the Parties and/or their respective representatives involving or arising under any claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to the terms of or a breach of this Agreement, are subject to the provisions of this Section 8.2, and shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is commenced (the "**AAA Rules**"). Submission shall be made upon the request of either Party by sending a written notice to the other Party with a brief statement of the dispute. The letter must also set forth the arbitrator chosen by the claimant. Within ten (10) days after the date of the notice of arbitration, the respondent shall notify the claimant in writing of its choice of an arbitrator. The two (2) arbitrators so appointed shall then select the third arbitrator within twenty (20) days, who shall be the chairperson of the tribunal. Each arbitrator shall possess the experience, education and knowledge required to competently determine the matters involved in the dispute or claim and none of the arbitrators shall have been previously employed by either Party or have any direct pecuniary interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by both Parties. The chairperson shall be bound to schedule a hearing within six (6) months after his/her appointment and the panel must render its decision within thirty (30) days after the hearing concludes. The conduct of the arbitration, the hearing, and any pre-hearing matters shall be governed by the AAA Rules unless otherwise agreed to by the Parties or altered by the panel. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. Each Party shall bear the compensation, costs and expenses of its own arbitrator and the Parties shall split equally the compensation, costs and expenses of the third arbitrator. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitration shall take place in the state of Florida, county of Duval and city of Jacksonville. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that all information exchanged in connection with of any proceeding as described herein shall be deemed confidential.

8.3 No Immunity. To the extent that any Party may in any jurisdiction claim for itself, or its assets or revenue, immunity from suit, execution, attachment, or other legal process with respect to this Agreement, or the performance, nonperformance or breach thereof, and to the extent that in any such jurisdiction there may be attributed to a Party, or its assets or revenues, such immunity (whether or not claimed), each Party agrees not to claim and hereby irrevocably waives such immunity to the extent of its insurance or other coverages (including other coverage described in Section 13.2). Nothing in this section shall be interpreted as a waiver of sovereign immunity by Owner, and Developer recognizes that Owner is entitled to sovereign immunity as provided under Florida law. Owner agrees that to the extent permitted under Applicable Law, nothing in this Agreement shall preclude Developer from recovering amounts from Owner equal to Owner's coverages described in Section 13.2 in connection with any legal action arising out of, related to or incidental to this Agreement.

## 9. INDEMNITY; LIMITATION OF LIABILITY

### 9.1 General Indemnity.

9.1.1 Except as provided in Section 9.2 and to the extent provided by the coverages afforded Owner as a member of the Florida Association of Counties Trust ("**FACT**"), Owner shall indemnify, defend, and hold each Developer Indemnified Party harmless from and against all: (a) Claims arising out of or caused by any breach of representation or warranty in this Agreement by Owner; and (b) losses for injuries to persons, death and/or damage to or loss of property of any third parties or of any Developer Indemnified Party (or any Claims relating thereto) arising out of or caused by Owner's intentional misconduct or sole negligence.

9.1.2 Except as provided in Section 9.2, Developer shall indemnify, defend and hold Owner Indemnified Parties harmless from and against all: (a) Claims arising out of or caused by any breach of representation or warranty in this Agreement by Developer; and (b) losses for injuries to persons, death and/or damage to or loss of property of any third parties or of any Owner Indemnified Party (or any Claims relating thereto) arising out of or caused by Developer's intentional misconduct or sole negligence. Notwithstanding the foregoing, in the event that any indemnity provided by Owner to Developer under Section 9.1.1 is subject to limitations for dollar amounts, types of claim or any other limitation under Applicable Law, the indemnity provided by Developer to Owner under this Section 9.1.2 shall also be subject to and reduced to the extent of such limitation. For the avoidance of doubt, the preceding sentence is intended to further reduce the scope of any indemnity provided by Developer to Owner under this Section 9.1.2 and shall not be construed to create any obligation on Developer that would not exist in the absence of such sentence.

### 9.2 Environmental Indemnity.

9.2.1 Solely to the extent that such Environmental Claims and Environmental Expenses may be addressed by the coverages afforded to Owner as a member of FACT, Owner hereby agrees to indemnify, defend and hold harmless each of the Developer Indemnified Parties from and against any and all Environmental Claims brought against such Developer Indemnified Party and any and all Environmental Expenses imposed upon or

reasonably incurred by such Developer Indemnified Party in connection with any Environmental Conditions that give rise to, or could give rise to, Environmental Claims or Environmental Noncompliance(s): (a) located at or otherwise relating to the Landfill and the Landfill Site; or (b) located at or under, or otherwise relating to, the Project Site or the easements granted to Developer hereunder, to the extent arising out of circumstances that: (i) existed prior to the Effective Date; or (ii) which come into existence after the Effective Date other than as a result of the matters described in Section 9.2.2. Owner's obligations hereunder shall exist regardless of whether any Developer Indemnified Party is alleged or held to be strictly or jointly and severally liable under any action, legal provision, permit, rule, regulation, order or otherwise.

9.2.2 Developer agrees to indemnify, defend and hold harmless each of the Owner Indemnified Parties from and against any and all Environmental Claims brought against such Owner Indemnified Party and any and all Environmental Expenses imposed upon or reasonably incurred by such Owner Indemnified Party in connection with any Environmental Conditions that give rise to Environmental Claims or Environmental Noncompliances located at or otherwise relating to the Project Site, which come into existence after the Effective Date as a direct result of (i) a material breach of this Agreement by Developer, (ii) the reckless acts of Developer, (iii) the reckless omissions of Developer or (iv) the willful misconduct of Developer. Notwithstanding the foregoing, in the event that any indemnity provided by Owner to Developer under Section 9.2.1 is subject to limitations for dollar amounts, types of claim or any other limitation under Applicable Law, the indemnity provided by Developer to Owner under this Section 9.2.2 shall also be subject to and reduced to the extent of such limitation. For the avoidance of doubt, the preceding sentence is intended to further reduce the scope of any indemnity provided by Developer to Owner under this Section 9.2.2 and shall not be construed to create any obligation on Developer that would not exist in the absence of such sentence.

9.2.3 In the event that any Claims, Environmental Claims or Environmental Expenses, as applicable, arise, directly or indirectly, in whole or in part, out of the joint or concurrent negligence of an indemnified party and an indemnifying party or their respective affiliates or representatives, each Party's liability therefor shall be no greater than such Party's proportionate degree of fault.

9.3 Damage or Destruction of the LFG Collection Project and/or the Energy Project. If all or any portion of the Project is damaged or destroyed (in whole or in part) at any time during the Term of this Agreement as a result of Owner's acts or omissions, and Developer in its sole reasonable discretion determines that it is commercially justified to do so, then Developer may replace, repair, rebuild or restore the LFG Collection Project and/or the Energy Project and Owner shall be required to pay the proportionate amount of any and all costs and expenses of such repair or replacement and compensate Developer the proportionate amount for any loss or damage resulting from such damage that is caused by Owner. Owner agrees that Developer shall not be required to submit any insurance claim to its insurer for any loss or damage that is attributable to Owner.

9.4 Conduct of Claims. The obligations of an Indemnifying Party shall not extend to any loss (including all related costs and expenses) which may result from: (a) the settlement or compromise of any Indemnity Claim brought against the Indemnified Party that is made or effected by Indemnified Party; or (b) the admission by the Indemnified Party of any Indemnity Claim or the taking by the Indemnified Party of any action (unless required by law or applicable legal process),

which settlement, compromise, admission or action would prejudice the successful defense of the Indemnity Claim, without, in any such case, the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld in a case where the Indemnifying Party has not, at the time such consent is sought, assumed the defense of the Indemnity Claim).

9.5 Insurance: Insurance Proceeds. Any amount paid to a Developer Indemnified Party for an Indemnity Claim hereunder shall be net of any insurance proceeds paid to such party under any insurance policies in connection with such Indemnity Claim. Any amount paid to an Owner Indemnified Party for an Indemnity Claim hereunder shall be net of any insurance proceeds paid to such party under any insurance policies in connection with such Indemnity Claim. For the avoidance of doubt, this Section 9.5 shall not be construed as to require either Party or any other Person to submit any insurance claim, regardless of whether such insurance claim would or could reduce the liability of any other Party hereunder. Each Party reserves the right to apply insurance proceeds in any manner determined in the sole and absolute discretion of the Party receiving such insurance proceeds. In this regard, for the avoidance of doubt, the receipt of insurance proceeds shall not impact in any way Developer's ability to provide a notice of early termination under Section 6.2 and Developer shall have the right to apply such proceeds to the repayment of debt or to any other purpose that Developer determines.

9.6 Survival. The Indemnity provisions of this Agreement shall survive the termination of this Agreement, as follows: the indemnity obligations contained in (a) Sections 9.1.1 and 9.1.2 shall survive the termination of this Agreement until the fifth (5th) anniversary of the termination of this Agreement; and (b) Sections 9.2.1 and 9.2.2 shall survive the termination of this Agreement until the tenth (10th) anniversary of the termination of this Agreement. The limitation of liability provisions of Section 9.8 of this Agreement shall survive the termination of this Agreement indefinitely.

9.7 No Release of Insurers. The provisions of this Article 9 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. In the event any insurer providing insurance covering any judgment obtained by an Indemnified Party against an Indemnifying Party for an indemnified Loss refuses to pay such judgment, the Party against or through whom the judgment is obtained shall at the request of the prevailing Party, execute such documents as may be necessary to effect an assignment of its contractual rights against the non-paying insurer and thereby give the prevailing Party the opportunity to enforce its judgment directly against such insurer; provided, however, that nothing in this Article 9 shall relieve the Indemnifying Party of its liability hereunder to pay such Loss, Environmental Claim or Environmental Expense.

9.8 Limitation of Liability: Waivers. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT AS OTHERWISE EXPRESSLY CONTEMPLATED HEREIN: (1) EACH PARTY SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SUFFERED BY THE OTHER AS A RESULT OF BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY THE DEFAULTING PARTY; AND (2) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT), WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM FOR SUCH DAMAGE SHALL ARISE UNDER THIS AGREEMENT, FROM STATUTORY OR REGULATORY NONCOMPLIANCE, IN TORT (WHETHER NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE), OR AS ANY OTHER FORM OR CAUSE OF ACTION. NOTWITHSTANDING THE FOREGOING, THIS SECTION 9.8 SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES AS SET FORTH ABOVE WITH RESPECT TO CLAIMS BY THIRD PARTIES.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Owner. Owner makes the following representations and warranties to Developer as a basis and an inducement for the undertakings on the part of Developer contained in this Agreement, all of which representations and warranties are made as of the Effective Date, but which shall survive the Effective Date:

10.1.1 Title. Owner owns and has good and marketable title to, free and clear of all liens, claims, encumbrances or other rights of any third party, the System Rights and has the exclusive right to extract, use, sell, dispose, assign or transfer all LFG to be conveyed hereunder to Developer.

10.1.2 Organization. Owner is duly formed, validly existing and in good standing under the laws of its state of organization and fully authorized to do business in its state of organization, and has the power to enter into the transactions contemplated by this Agreement and carry out its obligations hereunder.

10.1.3 Authority; No Conflicts. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary action on the part of Owner. This Agreement is a valid and binding obligation of Owner, enforceable in accordance with its terms, subject solely to bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the Parties' rights generally and to general principles of equity. Neither the execution and delivery of this Agreement by Owner nor the performance or consummation by Owner of the transactions or obligations contemplated by this Agreement, nor compliance by Owner with the provisions of this document: (a) conflicts with or results in a breach of any provision of applicable state statutes, the regulations promulgated thereunder or any other statutory or other provision governing its organization and internal affairs; (b) conflicts with or results in a breach of any provision of, or constitutes (with or without the giving of notice or the passage of time or both) a default under or gives rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, or requires any consent, approval, authorization or waiver of, or notice to, any party to any agreement or other instrument or obligation to which Owner is a party, or by which Owner or any of its properties or assets is bound or in connection with any Permit held by Owner; (c) results in the creation, or imposition of any lien, security interest or other encumbrance of any kind or character upon any portion of the Project or associated rights; or (d) violates any law or regulation applicable to Owner, or any Permit, judgment, order, writ, injunction or decree of any Governmental Authority to which Owner is subject or is a party.

10.1.4 Governmental Approval. No consent, approval or other action by, or filing with any Governmental Authority, is required in connection with the execution and delivery by Owner of this Agreement or the performance or consummation by Owner of the transactions contemplated hereby, other than those consents, approvals or other action that Owner has obtained or taken.

10.1.5 No Hazardous Materials. Owner represents and warrants that (i) no waste has been accepted at the Landfill other than in accordance with Applicable Laws and Permits and (ii) there is no RCRA subtitle C Permit or any similar Permit for any portion of the Landfill. Owner further represents and warrants that it has provided to Developer a true and accurate copy of all Permits limiting the quantity of non-hazardous waste that may be accepted at the Landfill.

10.1.6 Liabilities. Owner has no direct or indirect liabilities or obligations, the collection or assertion of which reasonably would have a Material Adverse Effect.

10.1.7 No Emissions Controls Required. The Landfill is not required by any federal, state or local requirement or any injunction or court order to install air emissions controls at this time; and

10.1.8 Environmental Attributes. Owner has the right to the Environmental Attributes which will be conveyed to Developer.

10.2 Representations and Warranties of Developer. Developer makes the following representations and warranties to Owner, all of which are made as of the Effective Date, but which shall survive the Effective Date:

10.2.1 Organization. Developer is duly formed, validly existing and in good standing under the laws of its state of organization and fully authorized to do business in its state of organization.

10.2.2 Corporate Power. Developer has the full power and authority to enter into the transactions contemplated hereunder, and to execute, deliver and perform its respective obligations under, this Agreement.

10.2.3 Authorization. The execution and delivery of, and the consummation of the transactions contemplated by, this Agreement have been duly authorized by all necessary action of Developer. This Agreement constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms subject solely to bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the Parties' rights generally and to general principles of equity.

## 11. FORCE MAJEURE

11.1 Effect of Force Majeure. If by reason of an event of Force Majeure either Party is unable to carry out in whole or part its obligations in this Agreement, such party (the "**Affected Party**") shall not be deemed in default during such inability, and shall not be liable to the other party for any breach due to Force Majeure; provided, however, that: (a) the non-performing Party, within ten (10) business days of the later of the occurrence of the Force Majeure or the breach of this Agreement arising therefrom, provides the other Party written notice describing the particulars of such occurrence; (b) the suspension of performance shall be of no greater scope and no longer duration than is required by the Force Majeure, and shall not in any event be longer than one hundred eighty (180) days; (c) no obligations of either Party which arose prior to the occurrence shall be excused as a result of that occurrence; and (d) the non-performing Party shall use reasonable commercial efforts to remedy the cause or causes preventing it from fully carrying out its obligations.

The provisions of this Section 11 shall not relieve either Party from its obligation to make any payments required under this Agreement as and when due hereunder.

11.1.1 Notwithstanding anything in this Agreement to the contrary, an Affected Party shall not be excused from the performance of its obligations hereunder as a result of an event of Force Majeure to the extent that a failure or delay in performance would have nevertheless been experienced by the Affected Party had the event of Force Majeure not occurred.

11.1.2 Neither Party shall be obliged to settle any strike or other labor actions, labor disputes or labor disturbances of any kind, except on terms wholly satisfactory to it.

## 12. ASSIGNMENT; COOPERATION FOR FINANCING

12.1 General. Owner may not assign this Agreement or subcontract any of its rights or obligations hereunder without the prior written consent of Developer except in connection with the securing of indebtedness for the landfill or the refinancing thereof. Developer shall have the right to assign this Agreement or subcontract any of its rights or obligations hereunder to any party without the approval of Owner, provided, however, that (i) prompt notice of such assignment is provided to Owner, (ii) any such assignee agrees in writing to assume and be bound by the terms of this Agreement as a condition precedent to the effectiveness of such assignment and (iii) such assignee is at least as operationally and financially competent as Developer (as reasonably determined by Owner). Upon such assignment, Developer shall be relieved of all of its obligations hereunder.

12.2 Energy Project Rights. Developer shall have the right to assign rights to construct, own and operate the Energy Project to any party, provided, however, that prompt notice of such assignment is provided to Owner and that any such assignee agrees in writing to assume all obligations to Owner with regards to provisions relating to the Energy Project in this Agreement. Upon such assignment, Developer shall have no further obligation, and shall be released by Owner, with regards to provisions relating to the Energy Project in this Agreement. Upon such assignment and assumption in accordance with this Section 12.2, Owner shall, upon request by Developer execute an agreement with the assignee containing the terms and conditions of this Agreement that pertain to the Energy Project.

12.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the respective Parties hereto.

12.4 Cooperation for Financing. Owner acknowledges that Developer may enter into Financing Documents with the Financing Parties in connection with the construction and/or long-term financing of the Project by non-recourse "project financing" or other form of asset-backed finance, and may use a leveraged lease structure in which ownership of the Project is transferred to a third party Owner. In this regard, Owner agrees, for the benefit of all such Financing Parties, to the provisions set forth in Annex B. Upon request by Developer or any Financing Party (or any agent thereof), Developer will enter into direct agreements with any Financing Party (or any agent thereof), which direct agreements will set forth the provisions contained in Annex B together with any changes as may be reasonably required by a Financing Party or its agent, provided that such changes do not materially affect Owner's rights or obligations under this Agreement.

13. INSURANCE

13.1 General. During the Term of this Agreement, the Parties shall obtain and maintain the respective insurance coverages set forth in Annex C attached hereto. To the extent that a Party utilizes subcontractors to perform services relating to this Agreement, the Party shall require such subcontractors to comply with the same insurance requirements as set forth in Annex C.

13.2 Developer recognizes and agrees that Owner is a member of the Florida Association of Counties Trust ("**FACT**") and that while the coverage provided by FACT is not insurance, Owner receives coverage for certain liabilities through its participation in FACT. Developer is familiar with the coverage provided to Owner by its participation in FACT and is satisfied that Owner's coverage through FACT satisfies any and all insurance coverage required of Owner under this Agreement. Owner is not required, by this Agreement, to obtain any insurance coverage above and beyond the coverage provided to it by FACT as of the date of this Agreement. The coverage afforded by FACT to Owner is described in Annex D hereto.

13.3 Developer agrees that any compensation to which it may be entitled as the result of the alleged fault, negligence or wrongdoing of Owner is limited to the coverage available under Owner's agreement with FACT attached as Annex D hereto, as the same may be amended or supplemented. Nothing in this Agreement shall be interpreted as a waiver or misrepresentation of Owner's rights under the FACT agreement. Developer represents that it has read the FACT agreement attached as Annex D hereto and is familiar with the terms and conditions thereof.

13.4 Failure Constitutes Material Breach. Failure on the part of a Party to procure or maintain required coverages as contractually agreed herein shall constitute a material breach of this Agreement. All required insurance shall be maintained in force at all times.

14. NOTICES

14.1 Address for and Method of Notice. All notices, requests, demands, statements and/or payment provided for herein shall be in writing and sent to the Parties hereto at the following addresses:

**If to Developer, to:**

Santa Rosa Renewable I, LLC  
Attn: Ms. Angela Schwarz  
3555 Timmons Lane, Suite 900  
Houston, TX 77027  
Fax: (281) 207-7211

With copies to:

Element Markets, LLC  
Attn: General Counsel  
3555 Timmons Lane, Suite 900  
Houston, TX 77027  
Fax: (281) 207-7211

**If to Owner, to:**

Santa Rosa County Board of County Commissioners  
Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, FL 32570-4592  
Fax: (850) 983-1856

With copies to:

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Such notices, etc. shall be deemed to have been given and received when personally delivered or upon receipt as evidenced by a U.S. Postal Service Receipt for Certified or Registered Mail. Either Party may change the address to which communications or payments are to be made by written notice to the other Party as set forth above.

15. SURVIVAL

Except as set forth in Section 9.6, upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to either Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination and that expressly survive such expiration or termination pursuant to this Agreement, shall in each case survive expiration or termination. The rights, remedies and obligations set out in Annex A relating to the Developer's rights of reversion and Sections 8 (Dispute Resolution) and 14 (Notices) of this Agreement shall survive in full force and effect the expiration or termination of this Agreement to the extent necessary to enable a Party to exercise any such accrued rights and remedies.

16. CONFIDENTIALITY

Either Party may designate any data, information, reports, or documents provided to the other as "**Confidential Information**." Except as required by law, neither Party shall, without the prior written consent of the other Party, disclose any Confidential Information obtained from the other Party to any third Parties other than to any Financing Party (potential or otherwise), consultants, advisors, attorneys, purchasers (including potential purchasers of Carbon Credits, energy or RECs), representatives, and their respective directors, employees, advisors, attorneys, representatives and Affiliates who have agreed to keep such information confidential as contemplated by this Agreement and who need the information to assist either Party with the rights and obligations contemplated herein. Confidential Information shall not include information that is: (i) or becomes generally known or available by publication, commercial use or otherwise through no breach of this Agreement by the receiving Party; (ii) known by the receiving Party before receipt of the Confidential Information from the originating Party; (iii) independently developed by the receiving Party or its directors, officers, employees, agents, attorneys or consultants without reference to the originating

Party's Confidential Information; (iv) lawfully obtained from a third party who has the right to make such disclosure; or (v) deliberately released for publication by the originating Party in writing.

17. TAXES

Owner shall pay or cause to be paid all taxes and assessments imposed with respect to the LFG delivered hereunder prior to and upon its delivery to Developer, including sales taxes, which are in effect on Effective Date (including any incremental increases in existing taxes), and Developer shall pay or cause to be paid all taxes and assessments imposed with respect to LFG delivered hereunder after the receipt of such LFG by Developer which are in effect as of the Effective Date. Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities or operations of the other Party used for the purpose of carrying out the provisions of this Agreement.

18. MISCELLANEOUS

18.1 Further Assurances. Each Party agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by, and to carry out the intent of, this Agreement, including the execution and delivery of additional documents.

18.2 Covenants Running with the Land. Subject to Article 15, the provisions of this Agreement shall be covenants running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

18.3 Modification. This Agreement shall not be amended, changed or modified except by a subsequent agreement in writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers of both Parties. The Parties agree that this Agreement shall not be amended in any manner by any course of dealing between the Parties.

18.4 Waiver. No delay or forbearance by a Party in exercising any right, power or remedy accruing to such Party upon the occurrence of any breach or default by any other Party hereto under this Agreement shall impair any such right, power or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party hereto of any such breach or default under this Agreement, or any waiver on the part of any Party hereto of any provision or condition of this Agreement, must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing.

18.5 Entire Agreement. This Agreement contains and integrates the complete agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

18.6 Relationship of Parties. The relationship of Developer to Owner shall be solely that of an independent contractor. Neither this Agreement nor the performance by the Parties of their respective obligations under this Agreement, shall create or constitute, or be construed to create or constitute, a partnership, joint venture or association, or establish a fiduciary relationship, a principal and agent relationship or any other relationship of a similar nature, between Owner and Developer.

No action by Owner or any contractor of Owner (except Developer) shall be attributable to Developer under the doctrine of respondent superior or similar theory by reason of that party acting in the capacity of Developer's agent for the operation of the Project.

18.7 No Partnership or Public Utility. Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation, or liability or an agency relationship on, or with regard to, either party. Neither party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein. Neither party intends to hold itself out to the public as a "public utility" or to submit to the jurisdiction of any public utility commission by reason of the operation of the LFG Collection Project and/or the Energy Project. Either party may, in its sole discretion, seek and obtain such exemptions, assurances or rulings as it may deem necessary or appropriate to confirm the application of any law, rule or regulation.

18.8 No Third Party Beneficiary. Except as set forth in Section 12.4 with respect to Financing Parties and Article 9 with respect to parties entitled to indemnification thereunder, this Agreement is for the sole and exclusive benefit of the Parties hereto and shall not create a contractual relationship with, or cause of action in favor of, any third party.

18.9 Severability. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such provision of this Agreement is so held invalid, the Parties shall, within seven (7) days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. To the extent permitted by Applicable Law, the Parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

18.10 Costs. Each of the Parties shall pay its own costs and expenses of and incidental to the negotiation, preparation and completion of this Agreement and shall not have any right to claim or seek reimbursement of such costs and expenses from the other Party.

18.11 Specific Performance. Except as provided in the dispute resolution procedures set forth in Article 8, and except as the context specifically otherwise requires, if a Party breaches or threatens to breach any provision of this Agreement, the other Party shall have the right to have such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the other Party and that money damages will not provide adequate remedy. All rights under this Section 18.11 shall be in addition to, and not in lieu of, any other rights and remedies available to either Party at law or in equity, all of which shall be independent of the other and severally enforceable.

18.12 Annexes. The Annexes to this Agreement are incorporated by reference into, and shall form part of, this Agreement, and shall have full force and effect as though they were expressly set out in the body of this Agreement; provided, however, that in the event of any conflict between the terms, conditions and provisions of this Agreement (excluding the Annexes hereto) and the Annexes hereto, the terms of this Agreement (excluding the Annexes hereto) shall prevail.

18.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date first set forth above.

SANTA ROSA RENEWABLE I, LLC

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

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

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

SANTA ROSA BOARD OF COUNTY  
COMMISSIONERS

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

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

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

## ANNEX A

### *Site Lease Terms and Conditions*

A-1. Property Description. Pursuant to Section 2.1 of the Agreement, in consideration of the payments, covenants, stipulations and conditions contained in the Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged by Owner, Owner does hereby grant, demise and lease unto Developer exclusive rights to the Project Site (as more particularly identified in *Schedule 1* attached hereto and hereby incorporated herein) for the purpose of designing, developing, constructing, owning, possessing, operating and maintaining the Project. Following the Initial Evaluation Period, if Developer determines an expansion and/or relocation of the Project Site is reasonably necessary for the development, construction, operation or maintenance of the Project or any portion thereof, the Parties shall agree to a mutually acceptable area for such modification and Schedule 1 shall be amended as appropriate to include such area.

A-2. Title to Project Assets. Owner acknowledges and agrees that legal and equitable title to all equipment, assets, materials and spare parts located on the Landfill or Project Site comprising the Project or related to or used in connection with the design, construction, operation or maintenance of the Project, or any expansion thereof, and placed on the Landfill or Project Site by Developer shall be held solely by Developer irrespective of the manner in which such equipment, assets, materials and spare parts were installed or otherwise affixed in or to the Landfill.

A-3. Warranty of Title and Quiet Enjoyment. Owner warrants that (i) Owner owns the Landfill and the Project Site in fee simple and has the rights of access thereto, and (ii) Owner agrees that Developer and its designated agents and contractors shall and may peacefully enjoy the exclusive System Rights, the Project Site and easement rights granted hereunder for the duration of the Term against all persons claiming by, through or under Owner.

A-4. Grant of Easements. Owner hereby grants to Developer, together with its designated agents and contractors as Developer in its sole discretion deems necessary for the design, construction, operation, maintenance, expansion, modification or repair of the Project, an easement in gross over the Landfill and the Landfill Site (a) for reasonable ingress and egress to all points of the Project throughout the Term, and for the taking of all actions required under the Agreement or any Permit, including the temporary laydown of equipment, assets, spare parts and materials; (b) for the interconnection of the Project to any other system or facility related to the Project or the collection and destruction of LFG from the Landfill, including but not limited to one or more flares, electric or thermal energy generation systems; (c) for the interconnection of the Project to electric, sewer, water, sanitation, telecommunication and other available utilities; and (d) to an access point on a public road sufficient to provide reasonable and adequate access to the Landfill from such public road for all personnel of Developer or its contractors, machinery and equipment related to or in connection with the Project and any other systems or facilities related to the Project or the collection and destruction of LFG from the Landfill.

A-5. Maintenance of Developer's Rights. Owner shall employ all available legal and equitable means in order to transfer to and maintain in Developer the System Rights, lease and easement rights, and any ancillary property rights that may be reasonably required to develop, construct, operate and maintain the LFG Collection Project and any Energy Project.

A-6. Project Expansions. During the Term of the Agreement, Developer may, but shall not be obligated to, construct, maintain and operate one or more expansions to the LFG Collection Project for the purpose of collecting and processing additional quantities of LFG from any new cells or other portions of the Landfill that are opened for the disposal of waste after the Effective Date or are already open for the disposal of waste but are not incorporated in the initial design plan. The decision to construct any expansion of the LFG Collection Project shall be in the sole discretion of Developer and at Developer's sole expense. In the event that Developer elects to not construct an expansion of the LFG Collection Project, Owner shall have the right, at Owner's sole expense, to develop and construct such expansion or to contract with a third party for such construction as long as there is no material adverse impact or effect to the production and/or economic performance of the Project. In that event, Owner shall retain all rights to all LFG collected by such expansion constructed by Owner.

A-7. Removal Rights.

(a) In the event the Agreement is terminated for any reason prior to end of the Term, Owner expressly acknowledges and agrees that Developer shall have a reasonable period of time commencing on the date of expiration or termination to remove from the Project Site or the Landfill all equipment, assets, materials, spare parts and other improvements related to (i) all Energy Projects and, (ii) provided that a Developer Default has not occurred pursuant to Section 7.1, the LFG Collection Project.

(b) On the twentieth (20<sup>th</sup>) anniversary of the Permit Acquisition Date, Developer (i) shall convey to Owner and Owner shall accept from Developer either (i) the LFG Collection Project (expressly excluding all Energy Projects but including any expansions constructed pursuant to Paragraph 6 above) or (ii) all of the issued and outstanding equity interests of Developer (subject to such reasonable covenants as the Parties may agree), in either case for consideration in the amount of one dollar (\$1.00), and (ii) shall peacefully surrender the Project Site and the LFG Collection Project related easements to Owner in good condition, reasonable use, wear and tear and damage as the result of casualty loss excepted.

A-8. Recordation of Lease. In lieu of recording the Agreement, the Parties shall, coincident with the execution of the Agreement, sign and cause to be notarized by the Parties a memorandum of lease in form and substance satisfactory to Owner and Developer to be recorded in the real property records of Santa Rosa County, Florida.

**ANNEX A – SCHEDULE 1**

*Legal Description of Landfill Site and Depiction of Project Site*

## ANNEX B

### *Provisions Regarding Financing Documents*

B-1. Acknowledgement of Financing Parties. Owner shall, within fifteen (15) days after written notice from Developer or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Financing Party under the Agreement and (b) will accord to such entity all the rights and privileges of a Financing Party hereunder.

B-2. Financing Party's Right to Possession, Right to Acquire and Right to Assign. A Financing Party shall have the absolute right to do one, some or all of the following things: (a) assign its lien; (b) enforce its lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to (i) the easement estate created by the Agreement (the "*Lease Estate*") and (ii) the System Rights; (d) use the access to the Landfill and operate any Project or any portion thereof as provided to the Developer under the Agreement, or cause a receiver to be appointed to do so; (e) assign or transfer the Lease Estate to a third party; or (f) exercise any rights of Developer hereunder. Owner's consent shall not be required for any of the foregoing; and, upon acquisition of the Lease Estate by a Financing Party or any other third party who acquires the same from or on behalf of the Financing Party, Owner shall recognize the Financing Party or such other party (as the case may be) as Developer's proper successor, and the Agreement shall remain in full force and effect.

B-3. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged Developer Default, Owner shall deliver a duplicate copy of the applicable notice of its intention to terminate the Agreement pursuant to Section 7.3.1 to each Financing Party concurrently with delivery of such notice to Developer, specifying in detail the alleged event of default and the required remedy, which notice shall be delivered to such addresses provided to Developer in writing by each Financing Party.

B-4. Cure. A Financing Party shall have the same period after receipt of a notice of Owner's intent to terminate the Agreement to remedy a Developer Default, or cause the same to be remedied, as is given to Developer after Developer's receipt of a notice pursuant to Section 7.3 plus an additional forty-five (45) days; provided that (a) such forty-five (45)-day period shall be extended for the time reasonably required by the Financing Party to complete such cure, including the time required for the Financing Party to obtain possession of the Project and/or the Project Site (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Financing Party shall not be required to cure those events of Default which are not reasonably susceptible of being cured or performed by such party ("*Non-Curable Defaults*"). The Financing Party shall have the absolute right to substitute itself for Developer and perform the duties of Developer hereunder for purposes of curing such Developer Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Financing Party (or its employees, agents, representatives or contractors) to enter upon the Landfill to complete such performance with all of the rights and privileges of Developer hereunder. Owner shall not terminate the Agreement prior to expiration of the cure periods available to a Financing Party as set forth herein. Further, notwithstanding anything in the Agreement to the contrary, (i) neither the bankruptcy nor the insolvency of Developer shall be grounds for terminating the Agreement as long as the Carbon Proceeds (and the Energy Proceeds, if applicable) and all other amounts payable by Developer hereunder are

timely paid by the Financing Party in accordance with the terms of the Agreement and (ii) Non-Curable Defaults shall be deemed waived by Developer upon completion of foreclosure proceedings or other acquisition of the Lease Estate.

B-5. Deemed Cure; Extension. If a Developer Default under the Agreement cannot be cured without obtaining possession of all or part of (a) the Project Site, (b) the Project, and/or (c) the Lease Estate, then any such Developer Default shall nonetheless be deemed remedied if: (i) within ninety (90) days after receiving notice from Owner as set forth in Paragraph B-3 above, a Financing Party acquires possession thereof, or diligently commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Financing Party is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Financing Party promptly performs all other obligations as and when the same are due in accordance with the terms of the Agreement. If a Financing Party is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Developer from commencing or prosecuting the proceedings described above, then the ninety (90)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

B-6. Liability. A Financing Party that does not directly hold an interest in the Agreement, or that holds a lien under a Financing Document, shall not have any obligation under the Agreement prior to the time that such Financing Party succeeds to absolute title to such interest. Any such Financing Party shall be liable to cure any events of Default and perform obligations under the Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Financing Party elects to (a) perform Developer's obligations under the Agreement, (b) acquire any portion of Developer's right, title, or interest under the Agreement or (d) enter into a new lease as provided in Paragraph B-7 below, then such Financing Party shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Financing Party shall be to terminate the Agreement and to execute against such Financing Party's interest in the Project and under the Agreement. Moreover, any Financing Party or other party who acquires the Lease Estate or a pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Financing Party or other party no longer has ownership of the Lease Estate.

B-7. New Lease to Financing Party. In the event that the Agreement (a) terminates because of Developer's uncured default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Financing Party has cured any such monetary event of default and is diligently making commercially reasonable efforts to cure any such event of default as provided herein, Owner shall, immediately upon written request from such Financing Party received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Financing Party, which new lease shall be for the remainder of the terms and otherwise under the same terms and conditions of the Agreement. At the option of the Financing Party, the new lease may be executed by a designee of such Financing Party, without the Financing Party assuming the burdens and obligations of Developer thereunder.

B-8. Financing Party's Consent. Notwithstanding anything in the Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of the Agreement if the same

could reasonably be expected to materially reduce the rights or remedies of a Financing Party or impair or reduce the security for its lien and (b) Owner shall not accept a termination of the Agreement without the prior written consent of each Financing Party.

*[Remainder of page intentionally left blank]*

## ANNEX C

### *Insurance Requirements*

C-1. Owner Required Insurance. Owner shall obtain not later than the Effective Date, and maintain continuously in force during the Term of this Agreement the minimum insurance set forth below:

(a) Comprehensive or Commercial General Liability, including Third Party Property Damage Liability and Bodily Injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) coverage shall be provided on an occurrence basis with a limit of not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate per year. Owner may satisfy this requirement through self insurance or through the Florida Association of County Trust ("*FACT*"). Developer acknowledges that Owner is a member of and has purchased a Coverage Agreement including Multi-Class Liability Section through FACT. Owner's Coverage Agreement is attached as *Schedule 1* hereto.

(b) Workers' Compensation as required by State Law.

C-2. Developer Required Insurance. Developer shall obtain not later than the commencement of construction of the LFG Collection Project, and maintain continuously in force during the Term of this Agreement the minimum insurance set forth below:

(a) Comprehensive or Commercial General Liability, Including Property Damage Liability and Contractual Liability Coverage Insurance shall be provided on an occurrence basis with a limit of not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate per year. Such insurance shall include premises/operations, fire and explosion, collapse and underground hazards, broad form contractual, products/completed operations, independent contractors, broad form property and bodily injury coverages, and shall not contain an exclusion for punitive or exemplary damages where insurable by law.

(b) Automobile Liability comprehensive coverage for all owned, leased, hired, and non-owned vehicles, containing combined single limits for bodily injury and property damage of not less than \$1,000,000.

(c) Workers' Compensation coverage in an amount and form sufficient to meet all applicable requirements of Texas State law, plus employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000), the latter not to contain an occupational disease exclusion and such policies not to contain an exclusion for punitive or exemplary damages where insurable by law.

C-3. Owner and Developer shall furnish evidence satisfactory to each other's representative that the required coverage is in effect. To the maximum extent permitted by applicable law and without in any way limiting Owner and Developer's obligations, indemnities and liabilities hereunder, all coverage maintained by Owner and Developer and any other insurance or coverage maintained applicable to Owner and Developer's performance hereunder shall include each other

and any parties required as additional insured and grant a waiver of subrogation with respect to all applicable insurance coverage. All insurance required to be maintained by Developer shall be primary insurance underlying any other applicable insurance, including but not limited to similar or complimentary insurance or other coverage maintained by Owner, and shall not be limited by the liability and indemnity provisions of Agreement. All required insurance or other coverage shall be carried by insurance carriers or other coverage providers acceptable to each party and shall not be materially changed without thirty (30) days prior written notice to each party.

*[Remainder of page intentionally left blank]*

**ANNEX C – SCHEDULE 1**

***FACT Coverage Agreement***

*Attached below.*

*(please double-click on icon below to open document)*



**FACT Coverage  
Agreement**

File # 200945664  
OR BK 2950 Pages 891 - 892  
RECORDED 12/30/09 13:45:17  
Mary M Johnson, Clerk  
Santa Rosa County, Florida  
DEPUTY CLERK WS  
#1  
Trans # 447153

ORDINANCE NO. 2009 - 25

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA,  
AMENDING ORDINANCE 2005-37; SUSPENDING  
IMPOSITION OF TRANSPORTATION IMPACT FEES;  
PROVIDING FOR CODIFICATION; PROVIDING FOR  
SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE  
DATE.

WHEREAS, the Board of County Commissioners of Santa Rosa County does hereby declare that an emergency exists regarding the imposition of transportation impact fees and that immediate enactment of this ordinance is necessary, and

WHEREAS, pursuant to Florida Statute 125.66(3), the Board of County Commissioners of Santa Rosa County does hereby waive the notice requirements of Florida Statute 125.66(2), now, therefore,

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

SECTION 1. Santa Rosa County Ordinance 2005-37 as amended is amended as follows: (Language added is printed in type which is bold underline type, and language deleted is printed in ~~struck through~~ type.)

The imposition of transportation impact fees pursuant to Ordinance 2005-37, as amended, is hereby suspended for a one year period beginning on January 1, 2010.

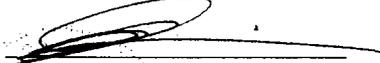
SECTION 2. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article",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

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

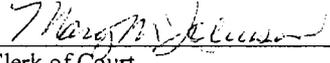
SECTION 4. EFFECTIVE DATE. It is further declared to be an emergency and necessary for the public welfare that this ordinance be implemented immediately and this ordinance shall become effective when a copy has been accepted for special delivery by certified mail to the Department of State and upon waiver of notice requirements by four-fifths vote of the Board of County Commissioners declaring that an emergency exists and that immediate enactment of this ordinance is necessary.

PASSED AND ADOPTED by a vote of 5 yeas and 0 nays and 0 absent of the Board of County Commissioners of Santa Rosa County, Florida, on the 10<sup>th</sup> day of December, 2009.

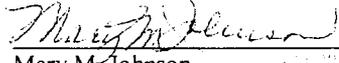
**BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

By:   
Chairman

**ATTEST:**

  
Clerk of Court

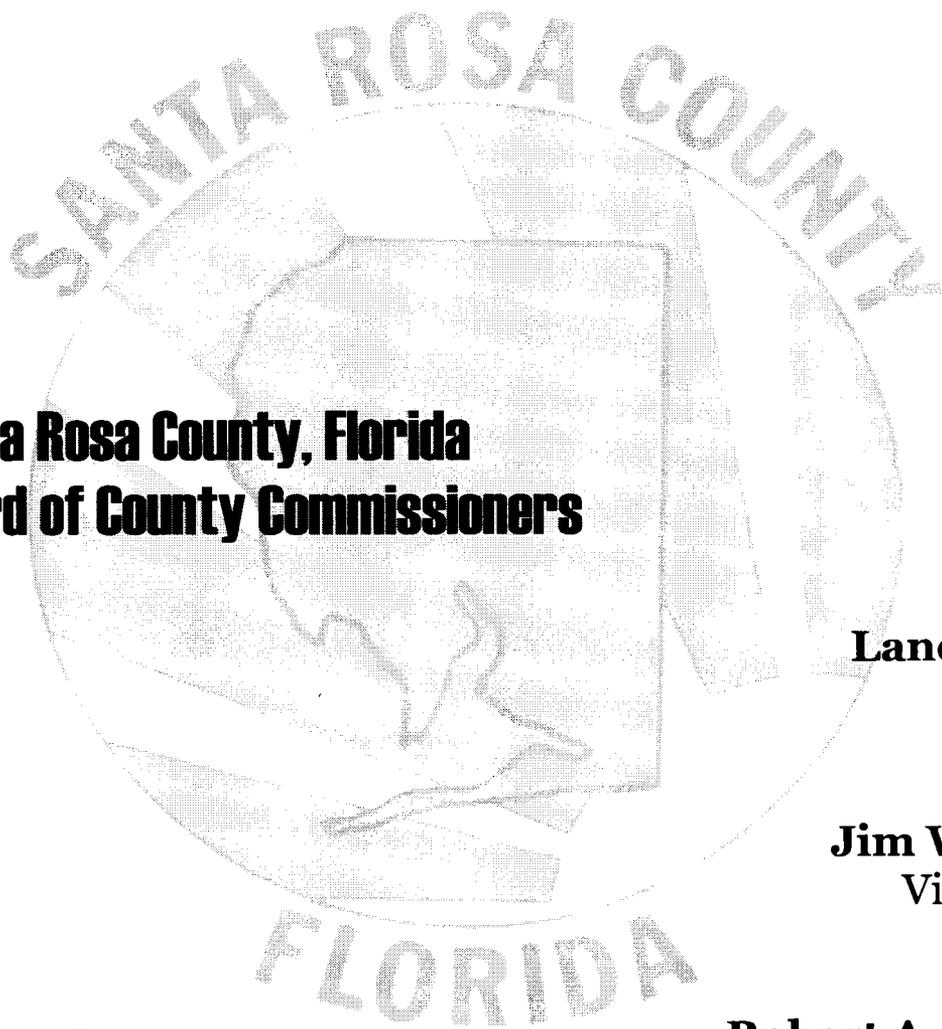
I, Mary M. Johnson, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and a copy deposited in the Postal Department of the United States of America for delivery by registered mail to the Secretary of the State of Florida, on this 15<sup>th</sup> day of December 2009.

  
Mary M. Johnson



# 2011 LEGISLATIVE ISSUES

## Santa Rosa County, Florida Board of County Commissioners



**Lane Lynchard**  
Chairman  
District 5

**Jim Williamson**  
Vice Chairman  
District 1

**Robert A. (Bob) Cole**  
District 2

**Don Salter**  
District 3

**Jim Melvin**  
District 4

6495 Caroline St.  
Milton, FL 32570  
Phone: (850) 983-1877  
Fax: (850) 983-1856  
[www.santarosa.fl.gov](http://www.santarosa.fl.gov)

1.

## 2. Direct Request Initiatives

In recognition of the anticipated shortfalls in revenue available to the State of Florida for the short-term and potentially the medium-term, the Santa Rosa County Board of Commissioners has no requests for State appropriations for specific project or initiatives during upcoming legislative session. Given the inevitable reductions, the Board requests that revenue and programmatic reductions impacting counties be proportional to all reductions.

Additionally, the Board requests that care be given by the Legislature when dealing with revenue shortfall to resist transferring/shifting functions and responsibilities to county government in the form of unfunded mandates or masked mandates.

## 3. General Support Initiatives

- Continued funding of the **Florida Defense Infrastructure Grants** supporting the County's procurement of property proximate to NAS Whiting Field to reduce encroachment of development and incompatible uses which impair the mission and continued viability of Whiting and its outlying fields.
- Continued funding of **Florida Forever** program which purchases environmentally sensitive lands and places into conservation uses in perpetuity. Santa Rosa County has participated in partnership with State and Federal governments to purchase environmentally sensitive property adjacent to Clear Creek with the dual purpose of protecting this environmentally sensitive watershed and also buffer NAS Whiting Field from developmental encroachment.
- Support the inclusion of funding of roadway access by Northwest Florida Water Management District (NFWMD) in its program of purchasing environmentally sensitive property for public use. In prior years, the NFWMD has purchased environmentally sensitive property, but has not purchased the roadway access simultaneously. In several such purchases in Santa Rosa County, public access for boat ramps was purchased, but access to the property was excluded. The County purchased the property for access after-the-fact, which was extremely time consuming and expensive. Urge NFWMD to make provisions for right-of-way or access to property purchases for public use and access.

- **Off-Shore Oil Exploration:** The Board supports offshore oil exploration and drilling, **if accomplished without degradation of the mission of Eglin AFB and the attendant Military Mission Line in the Gulf of Mexico.**
- Continued funding of **State-Aid to libraries** program which is long-standing partnership between State of Florida and local governments to provide quality library services for our mutual residents/constituents. This becomes even more important during economic downturns as libraries provide books and other material free and also serve as conduit to employment and benefit databases necessary for those seeking employment and related services.

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**Kathy Jordan**

---

**From:** Sheila Harris  
**Sent:** Tuesday, November 23, 2010 3:21 PM  
**To:** Hunter Walker  
**Cc:** Kathy Jordan  
**Subject:** Bagdad Waterfronts CPI Grant - Bagdad Economic Development Study - Amendment

**Attachments:** CM118.pdf



CM118.pdf (722 KB)

Hunter,

Attached is a modification for the above referenced grant. As described below, the purpose of this amendment is to "lump contractual services together" so that it is consistent with the Waterfront's agreement with UWF for services. Please add this to the next meeting for approval.

Sheila

-----Original Message-----

**From:** Joshua Wilks [mailto:wilksjoshua@gmail.com]  
**Sent:** Thursday, November 18, 2010 8:18 AM  
**To:** Theresa Byrd; Phyllis K. Pooley; Doug Lasater; Sheila Harris  
**Subject:** Fwd: CM118

Attached is the revised project work plan for the Bagdad ED Study grant. The only change is in the budget narrative for match funds on page 6. The amendment between the Department of Environmental Protection and Bagdad Waterfronts/Santa Rosa County is forthcoming. This will require approval from the County Commission.

Josh

DEP AGREEMENT NO. CM118  
AMENDMENT NO. 1

THE DEP AGREEMENT No. CM118 entered into on the 9th day of August 2010, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the BAGDAD WATERFRONTS FLORIDA PARTNERSHIP, INC., (hereinafter referred to as "Grantee") a non-profit in partnership with the SANTA ROSA BOARD OF COUNTY COMMISSIONERS, (hereinafter "the Grantee's Partner") is hereby amended.

WHEREAS, the Grantee determines that it is necessary to amend the Project Budget Narrative as shown in Attachment A to the original Agreement; and

WHEREAS, the Department, acting as the Florida Coastal Management Program, agrees with the Grantee that the amendment is needed.

NOW, THEREFORE, DEP Agreement No. CM118 is hereby amended as follows:

1. The Project Budget Narrative in original Attachment A is hereby deleted in its entirety and replaced with the Revised Project Budget Narrative attached hereto as Attachment A-1 and made part hereof. Any reference to these sections of Attachment A shall be replaced by reference to the corresponding sections of Attachment A-1.

In all other respects, DEP Agreement No. CM118 and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

BAGDAD WATERFRONTS FLORIDA  
PARTNERSHIP, INCORPORATED

By: \_\_\_\_\_  
Doug Lasater, President

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

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Sally B. Mann, Director  
Intergovernmental Programs

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

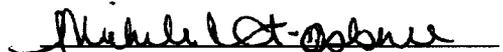
SANTA ROSA BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Lane Lynchard, Chairman

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

\_\_\_\_\_  
Dornecia Allen  
DEP Grant Manager

Approved as to form and legality:

  
DEP Coastal Management Program Attorney

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FY 10-11**

**DEP Agreement # CM118**

**Project Title: Bagdad Waterfront Economic Development Study**

**Grantee**

Organization Name: Bagdad Waterfronts Florida Partnership, Inc.  
Chief Elected Official or Agency Head: Doug Lasater  
Title: President  
Address: P. O. Box 801  
City: Bagdad  
Zip Code: 32530  
Area Code and Telephone Number: (850) 981-9915  
Area Code and Facsimile Machine Telephone Number:  
E-Mail Address: [bagdadwaterfronts@gmail.com](mailto:bagdadwaterfronts@gmail.com); [doug.lasater@toro.com](mailto:doug.lasater@toro.com)

**Project Manager**

Organization Name: Bagdad Waterfronts Florida Partnership, Inc.  
Name: Doug Lasater  
Address: P. O. Box 801  
City: Bagdad  
Zip Code: 32530  
Area Code and Telephone Number: (850) 981-9915  
Area Code and Facsimile Machine Telephone Number:  
E-Mail Address: [bagdadwaterfronts@gmail.com](mailto:bagdadwaterfronts@gmail.com); [doug.lasater@toro.com](mailto:doug.lasater@toro.com)

**Fiscal Agent**

Organization Name: Bagdad Waterfronts Florida Partnership, Inc.  
Name: Joshua Wilks  
Address: P. O. Box 801  
City: Bagdad  
Zip Code: 32530  
Area Code and Telephone Number: (850) 485-4998  
E-Mail Address: [josh.blackwater@river@gmail.com](mailto:josh.blackwater@river@gmail.com)

**Partners**

Organization Name: Santa Rosa County

Contact Person: Sheila Harris

Address: 6495 Caroline St, Suite H

City: Milton

Zip Code: 32570

Area Code and Telephone Number: (850) 983-1848

Area Code and Facsimile Machine Telephone Number: (850) 983-1944

E-Mail Address: grants@santarosa.fl.gov

**Mailing Address for Warrant (if other than the Grantee address):**

County in which project is located: Santa Rosa Project is Statewide: \_\_\_\_\_

FEID No.: 26-0392726

DUNS No.: 962496894

## Scope of Work Information

**Abstract Description:** Briefly but completely describe the problem to be addressed and the project solution to the problem. Please limit to one page.

The Village of Bagdad is located on the Blackwater River in Santa Rosa County, Florida. When the historic Bagdad Lumber Mill was closed in 1939, the village lost a significant economic activity; however, the Village is now a prime location for ecotourism opportunities considering the area's abundant natural beauty and cultural significance. The Village is also a designated Waterfronts Florida Program (WFP) community, and as such, conducted a visioning process to identify a new economic tradition for Bagdad, based on ecotourism and complementing businesses, such as canoe/kayak rentals, cafes, bait/tackle shops, outfitter stores, etc. Despite the economic downturn, ecotourism is a fast growing enterprise in Santa Rosa County.

The Bagdad Waterfronts Florida Partnership, a non-profit organization, will collaborate with Santa Rosa County to develop an Economic Development Study and Implementation Plan for the Village of Bagdad. The University of West Florida's (UWF) Haas Center for Business Development & Economic Research will administer the study – it will analyze the local economy, its regional linkages related to recreation and ecotourism, and determine business opportunities and needs that will complement the desires of the community. This grant proposal was submitted under the Working Waterfronts initiative in order to obtain funds to guide the future economic and appropriate development of Bagdad's waterfront district.

Specific outcome tasks are:

- 1) Develop a Survey Analysis of the local economy, changing dynamics and regional linkages, and determine ecotourism-related business opportunities and needs.
- 2) Analyze the Bagdad WFP Vision Plan, Transportation and Open Space Master Plan, Historic Design Standards, and other documents to determine the best ecotourism opportunities and where activities should be located. Map areas and sites in a GIS database.
- 3) Identify infrastructure, code and zoning changes that need to occur before desirable businesses can locate to Bagdad. Recommendations may include improvements to marine facilities, code modifications, incentives-based policies, streetscaping, etc.
- 4) Develop an Economic Strategy and Implementation Plan and identify funding sources for the economic development process.
- 5) Finalize the Study, including findings and recommendations.

FCMP funds will be used for contractual services. Non-federal matching funds will be provided by the UWF Haas Center from in-kind professional services. The Bagdad WFP will provide in-kind match for donated use of office and meeting space.

**Project Objectives and Related Tasks and Deliverables:** List project objective(s) and tasks that will accomplish each objective. Indicate in which quarter these tasks will occur and will be delivered. **Deliverables or work products must be listed.**

**Objective 1: Develop an Economic Development Study and Implementation Plan for the Village of Bagdad**

Task 1: Develop a Survey Analysis of the local economy, changing dynamics and regional linkages, and determine ecotourism-related business opportunities and needs.

Task 2: Analyze the Bagdad WFP Vision Plan, Transportation and Open Space Master Plan, Historic Design Standards, and other documents to determine the best ecotourism opportunities and where activities should be located. Map areas and sites in a GIS database.

Task 3: Identify infrastructure, code and zoning changes that need to occur before desirable businesses can locate to Bagdad. Recommendations may include improvements to marine facilities, code modifications, incentives-based policies, streetscaping, etc.

Task 4: Develop an Economic Strategy and Implementation Plan and identify funding sources for the economic development process.

Deliverable: Economic Strategy and Implementation Plan

Task 5: Finalize the Study, including findings and recommendations.

Deliverable: Final Economic Development Study

**Project Budget Schedule:** Type dollar amounts only in applicable categories (round to the nearest dollar, no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%). Budget transfers among established categories are allowable with prior Department approval. Written approval from the Department's Grant Manger shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment Purchases	_____	_____
5. Supplies	_____	_____
6. Contractual Services	<u>40,000</u>	_____
7. Other Expenses	_____	<u>40,000</u>
8. Indirect Charges	_____	_____
<b>FCMP Total</b>	<b><u>\$40,000</u></b>	_____
<b>Match Total</b>	_____	<b><u>\$40,000</u></b>
<b>NOAA Project Total</b>	<b><u>\$80,000</u></b>	_____
<b>Total Project Cost:</b>	<b><u>\$80,000</u></b>	_____

**Project Budget Narrative:** Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

**FCMP Funds:**

**Contractual Services \$40,000**

Contract with UWF Haas Center for Business Research and Economic Development to develop an Economic Development Study and Implementation Plan for the Village of Bagdad. Additional contractual services may include grant administration.

**Match Funds:**

**Other Expenses \$40,000**

In-kind Professional services from UWF Haas Center for Business Research and Economic Development. Additional expenses include rental costs of equipment and materials necessary to accomplish work, including meeting and office space rental, related project work, grant administration, and office operating costs.

**From:** Jana Kay [mailto:JKay@eflorida.com]  
**Sent:** Friday, November 12, 2010 9:30 AM  
**To:** Sheila Harris  
**Cc:** Juliana Pena  
**Subject:** DIG 11-08 Santa Rosa County.pdf - Adobe Acrobat Professional

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Good morning Ms. Harris – My name is Jana Kay and I am the Contract Coordinator for EFI, Inc. In October 2010 Ms. Juliana Pena sent you a contract for DIG 11-08 for review and signature. Since that time there have been a few changes, per our contract with OTTED, and need to pass them along to you. Attached is a revised contract with those changes.

Changes were made to the following:

- Page 2 - #4 regarding the Certificate of Insurance
- Page 4 - #6 to include Compliance Certification Form Invoice
- Page 4 – #7 to include Compliance Certification Form Invoice
- Page 7 – updated insurance requirement

Sending these changes to you within the contract are easier than sending an amendment before the contract has even started. Please let me know you have received these changes and will incorporate them into the contract signing process and/or if you have any questions or concerns about these changes. If the contract has already been signed, please let me know and I will make an amendment to include these changes.

Thank you.

Jana Kay  
Contract Coordinator  
Enterprise Florida, Inc.  
(407) 956-5646



diversifying florida's economy

The contents of this email and any attachments are confidential.  
They are intended for the named recipient(s) only.  
If you have received this email in error please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies.

\*\* Trend Micro scanned this email for viruses, vandals and malicious content. \*\*

11/15/2010

## Amendment #1 - INFRASTRUCTURE GRANT AGREEMENT

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

**WHEREAS**, the Legislature of the State of Florida has appropriated funds to be used to help counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program"), and

**WHEREAS**, the Executive Office of the Governor (the "EOG") has selected the grant recipients (Attachment D), and in partnership with the Governor's Office of Tourism, Trade, and Economic Development of the State of Florida ("OTTED"), EFI has agreed to administer the Grant Program; and

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

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

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

**Sections 1-3 remain unchanged.**

**Section 4 is stricken and replaced with:**

**4. Initial Deliverables and Disbursement.** Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 3, ~~and the Certificate of Insurance, pursuant to Paragraph 18,~~ EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to **One Hundred and One Thousand** dollars (\$101,000). The initial disbursement may be made within 90 days of receipt of the initial deliverables.

**Section 5 remains unchanged.**

**Sections 6-7 are stricken and replaced with:**

**6. Invoice.** With each Status Report, the Grantee shall deliver to EFI ~~an invoice~~ a Compliance Certification Form Invoice (provided by EFI) that includes the following information:

a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;

b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;

c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

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**Hunter Walker**

**From:** Sheila Harris  
**Sent:** Tuesday, November 16, 2010 3:05 PM  
**To:** Hunter Walker  
**Subject:** FW: Santa Rosa BOCC- FDOR contract amendment for increased statefunding  
**Attachments:** Santa Rosa BOCC Contract Amendment 1 2010.pdf

Please add the attached amendment to the December meeting. This is an increase in state funding to allow for reimbursement of the Child Support Service of Process Invoices.

I have requested that the State replace Commissioner Broxson's information with Commissioner Lynchards. Thanks.

---

**From:** Martin Ehlen [mailto:EHLENM@dor.state.fl.us]  
**Sent:** Tuesday, November 16, 2010 2:20 PM  
**To:** comm-broxson@santarosa.fl.gov; Sheila Harris  
**Cc:** Martin Ehlen; Karen Spivey; Steve Wharton  
**Subject:** Santa Rosa BOCC- FDOR contract amendment for increased statefunding

To: Santa Rosa County Board of County Commissioners  
Attn: John Broxson and Sheila Harris  
Re: Contract #CSP57 Dollar Amount Increase  
1 pg. amendment attached for signature and return

Our sheriff service of process/writ contract requires an additional \$10,000 in state funding to cover your monthly invoice payments for services during the remainder of State Fiscal Year 2010-2011.

**Attached is a simple one page Amendment #1 that will enable the increased state funding. Please have it signed, dated, then scanned and emailed to me as soon as reasonably possible.**

For quick reference, the 2nd paragraph of the attached Amendment references: "Section III E (1) on page 10 of our Contract" which reads as follows:

**E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties.

If there are any questions, I will be glad to respond. Thanks in advance for your prompt return.

Respectfully,  
Martin Ehlen - Contract Manager  
Florida Department of Revenue  
Child Support Enforcement Program  
850/617-8051 [ehlenm@dor.state.fl.us](mailto:ehlenm@dor.state.fl.us)

NOTIFICATION TO RECIPIENTS: If you have received this e-mail in error, please notify us immediately by return e-mail. If you receive a Florida Department of Revenue communication that contains personal or confidential information, and you are not the intended recipient, you are prohibited from using the information in any way. All record of any such communication (electronic or otherwise) should be destroyed in its entirety.

Cautions on corresponding with Revenue by e-mail:

Under Florida law, e-mails received by a state agency are public records. Both the message and the e-mail address it was sent from (excepting any information that is exempt from disclosure under state law) may be released in response to a public records request. Internet e-mail is not secure and may be viewed by someone other than the person you send it to. Please do not include your social security number, federal employer identification number, or other sensitive information in an e-mail to us.

**AMENDMENT No: 1**

THIS AMENDMENT, entered into between the State of Florida, Department of Revenue hereafter referred to as the "Department" and, Santa Rosa County Board of County Commissioners, hereafter referred to as the "Contractor", amends Contract # CSP57.

In accordance with Section III E (1) on page 10 of the Contract, the parties mutually agree that: **The Contract Amount as funded by the State of Florida, Department of Revenue is increased by an additional \$10,000.00 to pay for contracted services during State Fiscal Year 2010/2011.**

This contract amendment increases the amount of the contract by \$10,000.00. The value of the amended contract shall not exceed \$62,525.00, subject to the availability of funds.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level and criteria specified in the Contract.

The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This amendment shall begin on November 17, 2010 or the last date signed, whichever is later, and end on June 30, 2011 at midnight.

This amendment is hereby made a part of the Contract #CSP57.

IN WITNESS WHEREOF, the parties hereto have caused this one (1) page amendment to be executed by their officials thereunto duly authorized.

CONTRACTOR:  
**Santa Rosa County Board of County Commissioners**

**STATE OF FLORIDA  
DEPARTMENT OF REVENUE**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Lia Mattuski

TITLE: \_\_\_\_\_

TITLE: Director, Financial Management

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Approved as to form and legal content  
Office of General Counsel

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**AMENDMENT NO. 3 TO AGREEMENT**

This AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION") and the SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated October 21, 2008, and amended on September 14, 2009, and further amended on September 30, 2010 and hereinafter referred to as the "ORIGINAL AGREEMENT".

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:

- 1. Paragraph 1 of the AMENDED AGREEMENT is hereby amended to read as follows:

**TERM OF AGREEMENT:** This Agreement shall begin upon execution by both parties and end **April 30, 2011**, inclusive. The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

- 2. No funds in addition to those provided for in the ORIGINAL AGREEMENT are authorized or allocated by this AMENDMENT TO AGREEMENT.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

**SANTA ROSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

\_\_\_\_\_  
Chairman, or designee

\_\_\_\_\_  
Executive Director, or designee

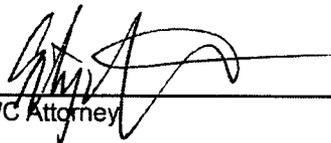
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
Grantee Attorney

  
\_\_\_\_\_  
FWC Attorney

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# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

November 22, 2010

Ms. Shelia Harris  
Santa Rosa Board of County Commissioners  
645 Caroline Street, Suite H  
Milton, Florida 32570

Re: DEP Agreement Number CM117  
Bagdad Mill Site Passive Park & Trail Loop: Phase I Design & Permitting

Dear Ms. Harris:

Upon reviewing the subcontract between Santa Rosa Board of County Commissioners ("Grantee") and PBSJ ("Subcontractor"), it appears that it is a lump sum contract, in which they have a budgeted amount for specific tasks and then the subcontractor submits an invoice and they are paid on the percentage complete for the task. Under the terms and conditions of this subcontract, the Grantee is not in compliance with the terms and conditions set forth in DEP Agreement Number CM117.

Pursuant to paragraph 10A of the Grant Agreement, the payment terms of the subcontract shall comply with the payment terms of this Agreement. The Grantee must pay subcontracts on a cost reimbursement basis. Any funds expended under the current terms and conditions of the subcontract between the Santa Rosa Board of County Commissioners and PBSJ are not eligible for reimbursement.

Sincerely,

Dornecia Allen  
Grants Manager  
Florida Coastal Management Program

Enclosure



PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into \_\_\_\_\_, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Santa Rosa Board of County Commissioners
ADDRESS: 6495 Caroline St, Suite M, Milton, FL 32570
PHONE NUMBER: (850) 983-1877
FAX NUMBER: (850) 983-1856
CONTACT PERSON: Sheila Harris

PROJECT NUMBER: \_\_\_\_\_

SHORT TITLE: Bagdad Mill Site Park

1. DESCRIPTION OF PROJECT SITE:

Bagdad Historic Old Mill Site, Bagdad, Florida

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J (If additional pages are necessary, they are identified as Attachment A):

See Attachment "A". Additionally, PBS&J shall comply with all applicable federal, state and local rules and regulations in providing services to the Client under this Contract. PBS&J acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations included in the attached CZM Agreement with the Client. PBS&J further agrees to include this provision in all subcontracts issued as a result of this Contract.

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of \_\_\_\_\_ %, plus reimbursable costs.\*
A Lump-Sum charge of \$ \_\_\_\_\_, plus out-of-pocket expenses.\*
Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.\*
Other - See Attachment B. (Cost-reimbursement basis not to exceed \$60,000.00.) \* See explanation under item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change. Refer to DEP Agreement CM117, paragraph 16, for additional change order requirements.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: SANTA ROSA BOARD OF COUNTY COMMISSIONERS
SIGNED: \_\_\_\_\_
TYPED NAME: Lane Lynchard
TITLE: Chairman
DATE: \_\_\_\_\_
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: \_\_\_\_\_
TYPED NAME: Bill C. Helms, P.E.
TITLE: Vice President/Practice Manager
DATE: 12/1/10

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 15% and shall be itemized and included in the Invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a cost-reimbursement basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.
11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized". Refer to DEP Agreement CM117, paragraph 20.
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship. Refer to DEP Agreement CM117, paragraph 20.

## Attachment "A"

### **Bagdad Mill Site Park Facilities Design Santa Rosa County Board of County Commissioners**

#### **Scope of Services**

---

**PBS&J** shall design for the **Santa Rosa County Board of County Commissioners (SRC)** the facilities at the Bagdad Mill Site Park, in Bagdad, Florida. Facilities to be designed include: the park entrance (including signage, gate, landscaping); a walking trail loop; an entertainment pavilion with a restroom for performances and events; an information and teaching kiosk; a fishing pier; a boardwalk; a boat tie-up; a kayak launch; a gazebo with seating; parking areas; lighting and electrical plans; and a stormwater plan. These facilities are identified on the Bagdad Historic Mill Site "Site Plan" that was provided with the RFQ solicitation. The Bagdad Historic Mill Site "Site Plan" will be the foundation for the work completed and to the extent feasible and practical, final documents will emulate the plan.

It is understood that the County shall provide a boundary and topographic survey in electronic format. It is anticipated that the topographic survey shall: include one (1) foot contours; meet Florida Minimum Standards; include horizontal control based on State Plane Coordinates; include elevations based on NAVD 88 datum; and identify above ground appurtenances such as buildings, utilities, fences, and trees.

To the extent possible and practical, the facilities shall be designed: with green design principles; with CPTED principles (Crime Prevention Through Environmental Design); to commercial quality; with low-maintenance features and materials; with vandalism resistance; and, consistent with economical construction methods and materials.

**PBS&J** shall conduct two public workshops to gather input to be incorporated into the design.

An estimate of probable construction cost shall be provided for all elements designed within the scope of work.

Preparation of permit packages (including permit applications and pre-permitting construction documents) is included in the scope of work, however; submittal of permitting packages and revisions process (permitting phase services) can be provided as an additional service upon SRC request and applicable approved task orders.

The desired completion date for **PBS&J's** services is May 31, 2010. If conditions warrant, an extension may be granted.

**PBS&J** shall comply with all applicable federal, state and local rules and regulations in providing services to the Client under this Contract. **PBS&J** acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations

included in the attached CZM Agreement with the Client. PBS&J further agrees to include this provision in all subcontracts issued as a result of this Contract.

## **1.0 SITE VISIT/INFORMATION GATHERING/BASE MAP PREPARATION**

**PBS&J** shall visit the site to observe and record surrounding context information, and shall then meet with **SRC** for the purpose of reviewing the overall design program and budget.

**PBS&J** shall gather background materials that shall include, at a minimum, elements such as:

- Relevant codes and ordinances from appropriate agencies
- Current Bagdad Historic Mill Site Plan and related documentation
- Physical dimensions and configuration of the park grounds and areas to be developed and left undeveloped.
- Existing land surveys and topography.
- Visual elements that may impact design.
- Aerial photography.
- Species, location, and sizes of existing vegetation and trees.
- Existing utilities which may or may not be located within the project site boundary.
- Pavement types and locations, including existing streets and sidewalks.
- Required parking and types of surfaces.
- Required Americans with Disabilities Act (ADA) facilities.

Utilizing information provided by **SRC** and gathered above as a starting point, **PBS&J** shall prepare a base map to be utilized for site plan refinement as well as construction document preparation.

Geotechnical borings in the vicinity of the proposed structures and stormwater locations shall be provided. These borings shall provide soil and water table data. A brief letter report shall detail the findings and recommendations of this geotechnical investigation.

## **2.0 PUBLIC PARTICIPATION WORKSHOPS**

**PBS&J** shall coordinate and conduct two (2) public workshops (including advertisement in a local newspaper, securing an appropriate facility for the workshops, and the provision of light refreshments for attendees) in conjunction with **SRC**.

At the first workshop, **PBS&J** shall present the current site plan as well as preliminary images of the proposed facilities. Input shall be solicited relative to local/neighborhood concerns, issues, opportunities, and constraints that should be addressed during the park design. This workshop will help the design team understand the goals of the community. The workshop input shall be documented and then provided to **SRC** in a summary report.

At the second workshop, **PBS&J** shall present preliminary design plans to solicit feedback and to develop priorities. Estimates of probable construction cost shall be provided. The workshop input shall be documented and then provided to **SRC** in a summary report. The public recommendations shall be incorporated into the construction documents, as feasible.

*Deliverables:*

- Three (3) printed copies of each public workshops' input
- Electronic copies of each public workshops' input

### **3.0 SITE PLAN PREPARATION**

Based upon discussion with **SRC**, background information gathered above, and the public participation workshops, **PBS&J** shall refine the current site plan. The refined plan shall indicate location of the program elements, and shall include an image board to convey the design's historical theme. The design shall be a combination of hand drawings and computer graphics at an appropriate scale to convey the design intent.

The site plan and image board shall be presented to **SRC** for concurrence prior to moving forward with construction document preparation. One such meeting is included as part of this scope of work.

*Deliverables:*

- Three (3) printed copies each of the site plan and image board
- Electronic copies of the site plan and image board

### **4.0 DESIGN DEVELOPMENT (30% CONSTRUCTION DOCUMENTS)**

Based upon the site plan and image board approved by **SRC**, **PBS&J** shall prepare Design Development Documents. Items to address within the Design Development and Construction Document plans shall include:

- Key Map and General Notes
- Hardscape (including structures), Landscape, and Irrigation Plans, Details, and Notes
- Furnishings Schedules
- Site Plan/Layout, including legal description (provided by **SRC**) and Project Boundary
- Drainage Plans, Details, and Notes
- Grading Plans, Details, and Notes including parking lot and Stormwater Facilities
- Stormwater Facilities Details
- Entrance Roadway Plan & Profiles
- Typical Sections and Cross Sections for the Entrance Roadway and Parking Lot
- Entrance Roadway and Parking Lot Details and General Notes
- Striping Plan for the Parking Lot
- Erosion Control Plans including Stormwater Pollution Prevention Plans
- Potable Water and Sewer Plans, Details, and Notes
- Electrical Plans, Details, and Notes including Site Lighting and Power Service

An order of magnitude estimate of probable construction cost for the proposed improvements shall be included.

**PBS&J** shall submit the 30% Construction Documents to **SRC** for approval.

*Deliverables:*

- Three (3) printed copies of the Design Development Documents
- Electronic copy of the Design Development Documents
- Order of magnitude estimate of probable construction cost

## **5.0 PRE-PERMITTING CONSTRUCTION DOCUMENTS**

Based upon approval of the Design Development documents, **PBS&J** shall prepare Pre-Permitting Construction Documents that are appropriate for initial submittal to agencies for permitting review. Appropriate specifications in standard Construction Specification Institute (CSI) format, and an order of magnitude estimate of probable construction cost, shall be included.

*Deliverables:*

- Three (3) printed copies of the Pre-Permitting Construction Documents for SRC, and the required number of copies for permitting agencies
- Electronic Copy of the Pre-Permitting Construction Documents
- Three (3) printed copies of specifications in standard CSI format for SRC, and the required number of copies for permitting agencies
- Electronic Copy of specifications in standard CSI format
- Order of magnitude estimate of probable construction costs

## **ADDITIONAL SERVICES**

Additional Services must be authorized by **SRC** in writing, in which event **PBS&J** shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by **SRC** other than those specifically listed above shall be considered additional services. Additional services may include, but are not necessarily limited to, the following items:

- A. Preparing documents for out-of-sequence services requested by **SRC**.
- B. Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of **PBS&J**.
- C. Providing services of professional consultants other than as is specifically provided for under this scope of services.
- D. Preparing supporting data and other services in connection with Site Plan Review if extensive studies and/or analysis are required beyond this scope of services.
- E. Providing bid documents, bid solicitation assistance, bid review or construction administration services other than is specifically provided for under this scope of services.
- F. Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by **SRC** or their consultants, other than as is specifically provided for under this scope of services.
- G. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to, and/or described within, this scope of services.
- H. Any changes or modifications required due to changes in the program, buildings, or the site plan directed by **SRC**.
- I. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
- J. Providing assistance, or preparation of additional documentation, required for legal transactions, including sale of property or preparation of lease agreements.
- K. Submittal of permitting packages to agencies.
- L. Construction Phase Services.

## **CLIENT'S RESPONSIBILITIES**

1. Designate, in writing, a person to act as **SRC's** representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.
2. **SRC** shall pay all filing and approval or permit fees, and printing costs for permits, bid proposals, advertising, and construction documents.
3. **SRC** shall provide background information necessary for plan preparation.

Attachment "B"

**Bagdad Mill Site Park  
Facilities Design  
Santa Rosa County Board of County Commissioners**

**Fee Summary**

---

	<u>Description</u>	<u>Fee</u>	<u>Total</u>
1.0	Site Visit/Information Gathering/Base Map Preparation	\$3,000.00	
2.0	Public Participation Workshops	\$9,000.00	
3.0	Site Plan Preparation	\$5,400.00	
4.0	Design Development (30% Construction Documents)	\$18,350.00	
5.0	Pre-Permitting Construction Documents	\$24,250.00	
	<b>TOTAL<sup>1,2,3</sup></b>		<b>\$60,000.00</b>

<sup>1</sup>Payment shall be made on a cost reimbursement basis including expenses. Additional Services shall be negotiated on a cost reimbursement basis.

<sup>2</sup>Normal expenses include out-of-pocket expenditures such as copying, plans reproduction, travel, and express mail. Approval permit fees and reproduction of multiple permit and or plan sets have not been included and, if required, shall be billed separately.

<sup>3</sup>Each task has been estimated and any overage underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without SRC's authorization.



*All About Florida*

**ILENE LIEBERMAN**  
PRESIDENT  
BROWARD

**DOUG SMITH**  
PRESIDENT ELECT  
MARTIN

**BILL WILLIAMS**  
FIRST VICE PRESIDENT  
GULF

**BRYAN DESLOGE**  
SECOND VICE PRESIDENT  
LEON

**RODNEY J. LONG**  
IMMEDIATE PAST PRESIDENT  
ALACHUA

**CHRISTOPHER L. HOLLEY**  
EXECUTIVE DIRECTOR

November 22, 2010

The Honorable Lane Lynchard  
Santa Rosa County Board of County Commissioners  
6495 Caroline Street, Suite M  
Milton, Florida 32570

Dear Commissioner Lynchard:

in accordance with the By-laws of the Florida Association of Counties, please find this certified letter as notification that a vacancy on the FAC Board for District 4 has resulted from the November elections. As such, the Santa Rosa Board of County Commissioners is hereby requested to identify a replacement to complete the two-year term ending in June 2012.

The Florida Association of Counties By-laws requires the Executive Director to notify the Chair of the Board of County Commissioners of the county which the former director represented. Furthermore, in accordance with the By-laws, the Executive Director must request that the county fill the vacancy within 30 days of receipt of this correspondence. If the county chooses not to fill the vacancy, then the President of the Association is directed to appoint a commissioner from the Senate district to fill the unexpired term.

We appreciate the county's long time support of and participation in the Florida Association of Counties. Your involvement has never been more critical and we look forward to having Santa Rosa County commissioners on our governing board.

Sincerely,

Christopher L. Holley  
Executive Director

CH/hd

cc: FAC Executive Committee

13

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Boce  
Admin

# FACT

Florida Association  
of Counties Trust

RECEIVED NOV 15 20

14

November 10, 2010

To: County Board Chairs of  
FACT Member Counties

Re: FACT Annual Member Meeting

Greetings,

As the 2009/2010 Chair of the FACT Board of Trustees, I want to thank you and your County for participating in the FACT program this past year. I would also like to invite you or your designated representative to the Annual Member Meeting in Tallahassee at 8:00 AM on Friday, December 10, 2010, to receive a first hand report of FACT's operations this past year.

Each Member County in attendance will also have the opportunity to participate in the election of one Member Trustee to fill a two-year terms on the FACT Board of Trustees. If you cannot personally attend, you may designate an official or employee of your County to participate in the voting process.

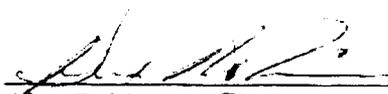
The formal "Notice of 2010 Annual Member Meeting" is enclosed with this letter. We hope that you or a representative of your County will be able to attend.

So that we may adequately plan for accommodations and breakfast arrangements, we ask that you let us know by Wednesday, December 1, 2010, if you or a representative will be attending. If the attendee has any special physical or dietary restrictions, please also let us know, and we will try to accommodate their needs. Please contact:

**Mr. Ken Moneghan, FACT Risk Services Corporation, 36181 E. Lake Rd – Box 132,  
Palm Harbor, FL 34685. (Office Phone 727 786-8735 or Cell Phone 727 403-1001 or  
kmoneghanbmck@cs.com)**

Best wishes,

FLORIDA ASSOCIATION OF COUNTIES TRUST

By:   
Alex Robinson, Chairman  
FACT Board of Trustees

AR/tmv

Enclosure

**CHAIR**  
Mr. Alex Robinson  
Baker County Commissioner  
55 North Third Street.  
Macclenny, FL 32063

**VICE-CHAIR**  
Mr. Barry Holloway  
Nassau County Commissioner  
12500 Sunova Springs Trail  
Bryceville, FL 32009

# Navarre Krewe of Jesters

RECEIVED NOV 16 2010

P.O. Box 5879, Navarre, Florida 32566

[www.NavarreKreweOfJesters.com](http://www.NavarreKreweOfJesters.com)

(15)

Santa Rosa Board of County Commissioners

November 11, 2010

6495 Caroline St.

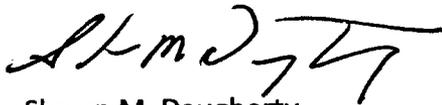
Milton, FL 32570

The Navarre Krewe of Jesters, Inc requests permission to hold the 25th Anniversary Navarre Beach Mardi Gras parade on March 5, 2011. As in the past we will work hand-in-hand with the Santa Rosa County Sheriff's Department. We will have emergency services available on the Island along with Fire protection in the event of any emergency. There will also be a mandatory safety meeting of all units that are scheduled to participate in the parade.

The Navarre Beach Mardi Gras parade is the only major winter event to bring much needed revenue to the businesses of this area. Over the past couple of years parade participation has continued to grow and spectator attendance has reached estimated numbers of 30,000 to 35,000.

The Krewe does have a million dollar liability insurance policy for this event. Upon parade approval we can issue a copy of the insurance policy to the county as we have done in the past.

Thank you in advance for your positive consideration. We are anticipating another successful parade for the residents, guests and businesses in the Navarre community.



Shawn M. Daugherty

President

Navarre Krewe of Jesters

ORDER GRANTING CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY  
FOR AMBULANCE SERVICE

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA ROSA COUNTY, FLORIDA

IN RE: APPLICATION FOR CERTIFICATE OF  
CONVENIENCE AND NECESSITY FOR  
OPERATION OF AN ADVANCED LIFE SUPPORT  
EMERGENCY AIR AMBULANCE TRANSPORTATION SYSTEM

ORDER NO. 2011-01

**Whereas**, Santa Rosa County has been requested to issue a certificate of need to Baptist Life Flight for the operation of an advanced life support emergency air ambulance transportation system, and

**Whereas**, the Santa Rosa Board of County Commissioners find as follows:

1. There is a public need for the type of service proposed within the territory affected by the application.
2. That the applicant has qualified as set forth under the terms of Ordinance 87-54.
3. That the Certificate of Need shall be for all areas of Santa Rosa County.
4. The Certificate shall be for a period of one year from the date of the signing of this Order and the issuance of the Certificate of Public Convenience and Necessity.

**NOW, THEREFORE, IT IS ORDERED AND ADJUDGED** that a Certificate of Convenience and Necessity for operation of an advanced life support emergency air ambulance transportation system is hereby granted to Baptist Life Flight for Santa Rosa County. **This Certificate and all activities authorized pursuant to this certificate are subject to and shall be conducted in compliance with all requirements of Florida law, county ordinance and orders or protocols issued by the Santa Rosa County Medical Director as currently exist and as are provided in the future.**

**PASSED AND ADOPTED** by the Board of County Commissioners, Santa Rosa County, Florida, on a vote of \_\_\_ yeas, \_\_\_ nays, and \_\_\_ absent, this 9<sup>th</sup> day of December, 2010.

ATTEST:

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

\_\_\_\_\_  
Clerk of the Courts

\_\_\_\_\_  
Lane Lynchard, Chairman

**RESOLUTION NO. 2010-\_\_\_\_\_**

**WHEREAS**, strategic economic development initiatives across Northwest Florida are focused on knowledge-based job creation as well as opportunities for diversification; and

**WHEREAS**, critical target industries and occupations, requiring a strong emphasis in science, technology, engineering and math (STEM) were identified in Florida's Great Northwest's regional economic development study of 2008 in the occupational fields of aviation, aerospace, defense and national security (including robotics and intelligent systems), among other, including renewable energy and health science; and

**WHEREAS**, high-tech employment in Northwest Florida focused around the region's military presence and an emerging cluster of high-tech firms, rooted in information technology and engineering, are most in demand and expected to grow in the future; and

**WHEREAS**, high-tech employment in Northwest Florida focused around the region's military presence and an emerging cluster of high-tech firms, rooted in information technology and engineering, are most in demand and expected to grow in the future; and

**WHEREAS**, development of a sustainable and diversified economy will require an expansion of regional education and training programs for advanced degrees to meet regional work force needs and also to support the state's transition to a knowledge-based economy; and

**WHEREAS**, it is necessary to begin the dialogue for growing higher-level programs for advanced degrees in STEM education to meet the workforce talent demands of growing industries and to successfully integrate education with research and innovation-based technology; and

**THEREFORE, BE IT RESOLVED** that a discussion in partnership between business, education and regional stakeholders should begin immediately with the goal of creating a blueprint for advanced degrees and programs and enhanced access to education to further grow Northwest Florida's knowledge-based economy.

**PASSED AND ADOPTED** by the Santa Rosa Board of County Commissioners on a vote of \_\_\_ yeas, \_\_\_ nays, and \_\_\_ absent, in regular session, this 9<sup>th</sup> day of December 2010.

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

Attest:

BY: \_\_\_\_\_  
Lane Lynchard, Chairman

\_\_\_\_\_  
Mary Johnson, Clerk of Court



**SANTA ROSA COUNTY ENGINEERING**  
**SANTA ROSA COUNTY, FLORIDA**  
**6051 OLD BAGDAD HWY., STE. 300**  
**MILTON, FLORIDA 32583**  
[www.santarosa.fl.gov](http://www.santarosa.fl.gov)

Preliminary  
Engineers Report  
December 6, 2010

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 December 9, 2010 at 9:00 a.m. in Milton, Florida.

1. Discussion of contract modification for Orion Lake HMGP project to Hayes Construction, Inc. in the amount of \$4,100.00. (Attachment A)
2. Update on tar balls on Navarre Beach.

CHANGE ORDER

CHANGE ORDER NO.   1  

TO:   Santa Rosa County BOCC  

DATE:   8/26/10  

PROJECT NAME:   Orion Lakes  

Under our AGREEMENT dated   April 12, 2010  , 2010

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s):

Install 20 ton Bedding stone/Riprap basin with filter cloth at discharge pipe for \$2,500

Reset 40 sprinkler heads in yards along easement at \$40/head (\$1,600)

in accordance with Terms and conditions of the Agreement:

FOR THE ADDITIVE SUM OF:

  Four Thousand One hundred dollars and no/100   (\$   4,100   ).

Original Agreement Amount: \$   433,793.98  

Sum of Previous Changes: \$           0  

This Change Order ADD: \$           4,100  

Present Agreement Amount: \$   437,893.98  

The time for completion shall be increased by (15) calendar days due to this Change Order, Accordingly, the Contract Time is now (195) calendar days. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance, The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: November 15, 2010

By:   [Signature] - Hayes Construction Inc.    
Contractor

By: \_\_\_\_\_  
Owner: Santa Rosa County

## **AGENDA**

**Santa Rosa County  
Public Services Committee  
Meeting December 6, 2010, 9:00 A.M.**

### **INSPECTION & COMPLIANCE**

1. Request approval of a revised fee schedule resolution for Building Permit fees that primarily clarifies and adds additional categories.

### **PLANNING & ZONING**

2. Request approval to advertise a Request for Qualifications for consultants to complete the Wellfield Protection Project.
3. Request Board approval to submit an application for a Value Pricing Pilot Program Grant in coordination with Santa Rosa Bay Bridge Authority.
4. Request approval for the submission of the 5311 Rural Transportation Grant application and authorize the Chairman to sign the related documents.



# 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: Mr. Tony Gomillion, Public Services Director  
FROM: Tim Tolbert, Building Official   
SUBJECT: Modification to Permit Fee Schedule  
DATE: November 29, 2010

## RECOMMENDATION

Respectfully request Board approval of the proposed modification of the current fee schedule as outlined in the attachment.

## BACKGROUND

The Building Inspections and Compliance Department is requesting a modification of its current rate schedule to be more in-line with the newly activated GoPermits software and changes in permitting code requirements. With the implementation of the software numerous permit types needed to be clarified along with identifying the new requirements for permitting the change out of a water heater and for the installation of data cables.

## DISCUSSION

Please see attached Permit Fee Schedule for all applicable changes; however, please note that the revised state surcharge (3% of base permit fee related to building code enforcement with a minimum charge of \$4.00) is not reflected in the fee modification. All changes are denoted in color as follows: red is a new permit required by code; blue is an increase or decrease in fees; and green is a specification of an existing permit to be consistent with capabilities of the new GoPermits software with no fee changes.

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) 981-7000

Veterans Services  
Karen Haworth  
Director  
6051 Old Bagdad Hwy, Ste 202  
Milton, FL 32583  
(850) 981-7155

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

# Santa Rosa County Building Inspection Modification of Schedule of Fees

Date: November 29, 2010

Blue=New Increase/Decrease

Red=New per Code Requirement

Green=Clarification

<b>BUILDING PERMITS</b>	<b>SINGLE FAMILY DETACHED</b>	<b>ALL OTHER CONSTRUCTION</b>
<b>Calculation Based on Under Roof Area</b>		
<b><u>New Construction</u></b>		
First 5,000 sq. ft.	\$6.50 Per Hundred	\$8.75 Per Hundred
Each additional hundred sq. ft. up to 10,000 sq. ft.	\$5.10 Per Hundred	\$7.20 Per Hundred
Each additional hundred sq. ft. up to 25,000 sq. ft.	\$3.85 Per Hundred	\$6.60 Per Hundred
Each additional hundred sq. ft. up to 50,000 sq. ft.	\$3.30 Per Hundred	\$6.00 Per Hundred
Each additional hundred sq. ft. up to 100,000 sq. ft.	\$2.75 Per Hundred	\$5.40 Per Hundred
Each additional hundred sq. ft. over 100,000 sq. ft.		\$2.40 Per Hundred
<b><u>Remodels and Repairs</u></b>		
Estimated Cost for Remodels and Repairs	\$1.75 Per Thousand	\$2.50 Per Thousand
<b><u>Other Construction</u></b>		
Foundation Only	\$45.00	\$250.00
Roofing Permit New or Re-roof	\$30.00	\$60.00
Mobile Home Block and Tie Down	\$30.00	\$60.00
Decks, Docks, Seawalls, Retainer Walls, or Boathouses	\$60.00	\$120.00
Demolition	\$30.00	\$60.00
House Moving Pre-inspection Fee	\$30.00	\$60.00
House Moving Permit	\$54.00	\$81.00
Spa (Hot tub, whirlpool)	<b>\$30.00</b>	<b>\$60.00</b>
Swimming Pools	\$90.00	\$120.00
Antennas (30 feet or more in height)	\$60.00	\$120.00
<b>Parking Lot Restripping (per State requirement)</b>		<b>\$60.00</b>
<b>Wind Turbines</b>	<b>\$60.00</b>	<b>\$120.00</b>
<b>Solar Systems</b>	<b>\$30.00</b>	<b>\$60.00</b>
<b><u>Signs</u></b>		
Ground Signs		
<del>Up to 20 sq ft</del> Up to 32 sq.ft.		\$60.00
<del>Over 20 sq ft</del> Over 32 sq.ft.		\$120.00
Building Wall Signs (Signs erected on building)		\$60.00
Billboards		\$120.00
Temporary Signs		<b>\$5 \$25</b>
<b>Plan Check and Re-submittal Fees</b>	½ Base Permit Fee	½ Base Permit Fee
<b>Zoning Fee (For areas not in city limits)</b>	\$15.00	See Planning & Zoning
<b>Administrative Fee</b>	\$25.00	\$25.00
<b>Life Safety Fee (Final Inspection)</b>		\$60.00
<b>See Additional Life Safety Fees on pg 4</b>		

# ELECTRICAL PERMITS

## SINGLE FAMILY DETACHED

## ALL OTHER CONSTRUCTION

	SINGLE FAMILY DETACHED	ALL OTHER CONSTRUCTION
<b>Administrative Fee</b>	\$10.00	\$10.00
<b>Base Fee</b>		
<b><i>New Construction</i></b>		
Electrical Wiring Permit up 800 amp (per unit)	\$60.00	\$120.00
Electrical Wiring Permit over 800 amp	\$120.00	\$240.00
Plan Check Fee: When plans are required and submitted separately		½ base permit fee
Electrical Temporary Service Pole	\$30.00	\$60.00
Mobile Home Service Pole	\$30.00	\$60.00
<b>Addition to existing Building outlets only up to 800 amps (per unit)</b>	<b>\$60.00</b>	<b>\$120.00</b>
<b>Addition to existing Building over 800 amps (per unit)</b>	<b>\$120.00</b>	<b>\$240.00</b>
<b>Solar System</b>	<b>\$30.00</b>	<b>\$60.00</b>
<b>Generator</b>		
1 Inspection Trip	\$30.00	\$60.00
2 Inspection Trips (Includes Change-out)	\$60.00	\$120.00
<b>Itinerate Vendor Service Pole</b>		<b>\$60.00</b>
Swimming Pool	\$60.00	\$120.00
Temporary Power Release	\$150.00	\$250.00
Change Out	\$30.00	\$60.00
Reconnection	\$30.00	\$60.00
<b><i>Low Voltage</i></b>		
New security or data devices in new construction	\$60.00	\$120.00
New security or data devices in existing building (setting devices only)	\$30.00	\$60.00
Pre-Wire/Trim Out only	\$30.00	\$60.00
<b>Plan Check (When plans are required and submitted separately)</b>		½ Base Permit Fee

# GAS PERMITS

## SINGLE FAMILY DETACHED

## ALL OTHER CONSTRUCTION

	SINGLE FAMILY DETACHED	ALL OTHER CONSTRUCTION
<b>Administrative Fee</b>	\$10.00	\$10.00
<b>Base Fee</b>		
Fee for New Installation (per unit)	\$60.00	\$120.00
Renovation / Repair	\$30.00	\$60.00
Mobile Home	\$30.00	\$60.00
<b>Water Heater Change-out</b>	<b>\$30.00</b>	<b>\$60.00</b>
<b>Generator</b>	<b>\$30.00</b>	<b>\$60.00</b>
Change out	\$30.00	\$60.00
<b>Plan Check (When plans are required and submitted separately)</b>		½ Base Permit Fee

## MECHANICAL PERMITS

	SINGLE FAMILY DETACHED	ALL OTHER CONSTRUCTION
<b>Administrative Fee</b>	\$10.00	\$10.00
<b>Base Fee</b>		
Fee for heating, ventilation, duct, A/C, and refrigeration including repairs, alterations, and additions up to 5 tons	\$60.00	\$120.00
Each additional ton		\$5.00 Per Ton (\$1,500.00 Max)
Commercial Range Hood		\$120.00
Boilers (per 1,000 BTU)		\$0.06 Per 1000 BTU
Mobile Home	\$30.00	\$60.00
<b>Addition to existing Building</b>	<b>\$60.00</b>	<b>\$120.00</b>
Duct only	\$30.00	\$60.00
Vent only	\$30.00	\$60.00
<b>Plan Check (When plans are required and submitted separately)</b>		<b>½ Base Permit Fee</b>

## PLUMBING PERMITS

	SINGLE FAMILY DETACHED	ALL OTHER CONSTRUCTION
<b>Administrative Fee</b>	\$10.00	\$10.00
<b>Base Fee</b>		
Fee for New Installation up to 15 fixtures	\$90.00 Per Unit	\$180.00 Per Unit
Each additional fixture > 15		\$3.00 Per Unit (\$1,500.00 max)
<b>Addition to existing Building</b>	<b>\$90.00</b>	<b>\$180.00</b>
Solar System	\$30.00	\$60.00
<b>Water Heater Change-out</b>	<b>\$30.00</b>	<b>\$60.00</b>
Each sewer as a separate permit	\$30.00	\$60.00
Each sewer having to be repaired or replaced	\$30.00	\$60.00
Installation or repair of water pipe/treatment equip.	\$30.00	\$60.00
Repair or alteration of drain or vent piping	\$30.00	\$60.00
Lawn Sprinkler System	\$30.00	\$60.00
Mobile Home	\$30.00	\$60.00
<b>Plan Check (When plans are required and submitted separately)</b>		<b>½ Base Permit Fee</b>

# LIFE SAFETY PERMITS

## SINGLE FAMILY DETACHED

## ALL OTHER CONSTRUCTION

<b>Administrative Fee</b>	\$10.00	\$10.00
<b>Base Fee</b>		
Life Safety Fee		\$60.00
Safety Initial Plan Review Check Fee		1/4 Base Permit Fee
<b>Fire Suppression (Sprinkler) System Fees</b>		
Fire Suppression Systems -	\$30.00	\$200.00 Minimum
Up to (3) floors (Automatic Sprinkler Systems in Buildings)		
<b>Fire Suppression Systems for Townhouse Construction-</b>		<b>\$60 per unit</b>
Up to (3) floors (Automatic Sprinkler Systems in Buildings)		
Each additional floor		\$50.00 Per Floor
Each individual suppression head	\$1.00 Per Head	\$1.00 Per Head
Changes/Relocation of Sprinkler Heads ≤ 6 heads	\$30.00	\$60.00
Each individual suppression head > 6	\$1.00 Per Head	\$1.00 Per Head
<b>Fire Alarm Permit Fees</b>		
Fire Alarms - Up to (3) floors	\$30.00	\$150.00 Minimum
Each additional floor	\$30.00 Per Floor	\$30.00 Per Floor
Each individual device	\$1.00 Per Device	\$1.00 Per Device
Fire Alarm Upgrades/Change Outs ≤ 5 devices	\$30.00	\$60.00
Each individual device > 5	\$1.00 Per Device	\$1.00 Per Device
Independent Stand Pipe Systems		\$60.00 Per Floor
Underground Fire Mains		\$60.00
Fire Hydrant on Fire Mains (each)		\$60.00
New Tenant Reconnection Fee		\$60.00
Fireworks Display Inspection		\$150.00
Tents		\$60.00
Hood Suppression		\$60.00
<b>Plan Check (When plans are required and submitted separately)</b>	<b>1/2 Base Permit Fee</b>	<b>1/2 Base Permit Fee</b>

# UTILITY SITE PERMITS

## SINGLE FAMILY DETACHED

## ALL OTHER CONSTRUCTION

<b>Administrative Fee</b>		\$10.00
<b>Base Fee</b>		
Site System up to 20 devices (manholes, catch basin, storm drains, backflow devices)		\$150.00
Site System with more than 20 devices		\$300.00
Fire Hydrant as a separate permit		\$60.00
Manhole as a separate permit		\$60.00
Catch Basin as a separate permit		\$60.00
Backflow Protection Devices as a separate permit		\$60.00
Storm Drains (each) as a separate permit		\$60.00
<b>Plan Check</b>		<b>1/2 Base Permit Fee</b>

# COMPETENCY CARD RENEWALS

	FEE
Active Card	\$150.00 Biennial
Inactive Card	\$75.00
Late Charge for Active Cardholders up to 3 months delinquent	\$50.00
<b>Administrative Fee for the Initial registration of Certified or Reciprocated Contractors</b>	<b>\$25.00</b>
Late Charge for Inactive Cardholders up to 3 months delinquent	\$50.00
Reinstatement of Cardholders more than 3 months delinquent	Double Normal Rate
Change of status	\$25.00
Duplicate Competency Card	\$25.00
Letter of Reciprocity	\$25.00
Exam Sponsorship Fee	\$50.00
Letter of Authorization	\$10.00

## MINIMUM PERMIT FEES

	Single Family Detached	All other Construction
Building	\$30.00	\$60.00
Electrical	\$30.00	\$60.00
Gas	\$30.00	\$60.00
Mechanical	\$30.00	\$60.00
Plumbing	\$30.00	\$60.00
Outside Site	N/A	\$60.00
Life Safety	\$30.00	\$60.00

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of triple the basic permit fee.

## OTHER FEES

	SINGLE FAMILY DETACHED	ALL OTHER CONSTRUCTION
After Hours Inspection	\$120.00 Per Inspection	\$160.00 Per Inspection
Final Inspection Only	\$30.00	\$30.00
<b>Certificate of Occupancy for Existing Buildings Only</b>	<b>\$30.00</b>	<b>\$60.00</b>
Local Product Approval (per State requirement)	\$300.00	\$300.00
Engineered Shed Plans <del>≤500 sq ft</del> 300 to 720 sq ft	\$25.00	
<del>Engineered Shed Plans 501-1000 sq ft</del>	<del>\$50.00</del>	
<b>Residential Accessory or Agricultural Building Exemption</b>	<b>\$25.00</b>	
Private Driveway Sign (per sign)	\$100 (2 blades)	
Permit Reinstatement Fee	\$30.00 Per Permit	<b>\$30 \$60.00</b> Per Permit
Plan Revision Fee	<b>\$25-\$30.00</b> Per Revision	<b>\$60.00</b> Per Revision
<b>Copies</b>	<b>Black &amp; White</b>	<b>Color</b>
Greater than 11 X 17	<del>\$10.00</del> \$4.00 Per Sheet	
11 X 17	\$0.30 Per Sheet	\$2.00 Per Sheet
Up to 8 1/2 X 14	<del>\$0.30</del> \$0.15 Per Sheet	\$1.00 Per Sheet
<b>CD's</b>		\$25.00
<b>Inspection Fee</b>		
1st Offense	No Charge	
2nd Offense	\$60.00	
3rd Offense	\$240.00	



# Santa Rosa County Development Services



Beckie Cato, AICP  
Planning and Zoning Director

Tony Gomillion  
Public Service Director

John T. "Tim" Tolbert  
Building and Fire Official

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Beckie Cato *BC*

**DATE:** November 24, 2010

**RE:** Issuance of two (2) Request for Qualifications (RFQ) for Wellfield Protection Activities

## RECOMMENDATION

That the Board approve issuing Request for Qualifications for 1) An analysis of GIS materials to determine the most appropriate area for enhanced aquifer protection, and 2) To develop an educational brochure which will enhance our County efforts to protect the Fairpoint Wellfield through individual citizen awareness and actions.

## BACKGROUND

In November 2009, the Board authorized staff to submit an application for the US Environmental Protection Agency Environmental Justice Small Grants Program for wellfield protection activities as requested by Kyle Holley and Wallis Mahute.

The grant-funded activities will focus on refinement of groundwater vulnerability mapping for the Fairpoint Wellfield area to determine if the extent of the protection area is adequate to meet future needs, and the development of public education materials related to aquifer protection.

These activities will be accomplished by consultants through the RFQ process.

All funding will be from the EPA grant.

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

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

## REQUEST FOR QUALIFICATIONS

Notice is hereby given that consultant qualifications will be received by Santa Rosa County, Florida for:

**RFQ # \_\_\_\_\_**  
**Planning Consultant Services to Create and Distribute Public Educational  
Materials about Groundwater Protection**

By filing with the County Grants Coordinator, 6495 Caroline St., Suite H, Milton, FL until:

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

Time: 4:30 p.m.

Qualifications submitted after the due date will not be considered. Consultants accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Qualifications (RFQ) information packet including general information, requested services, submittal requirements, and evaluation process is available \_\_\_\_\_

Santa Rosa County reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the County to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFQ does not obligate the County to accept or contract for any expressed or implied services.

It is Santa Rosa County's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits or, or be otherwise discriminated against under any of its federally funded programs and activities.

The County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful consultant must comply with Santa Rosa County's equal opportunity requirements.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2010.

Insert Title Block

Published: \_\_\_\_\_

**Santa Rosa County  
 Request for Qualifications**

<b>Request for Qualification Information:</b>		<b>Submittals Delivered to:</b>	
RFQ Number:		Physical Address:	Santa Rosa County
RFQ Name:	<b>Public Educational Materials about Groundwater Protection</b>		Attn: Grants Administration
Date Issued:	_____		6495 Caroline St., Suite H
Contact Person:	<b>Paul Miller, AICP</b>		Milton, FL 32570
Phone:	<b>(850) 981-7078</b>		
Email Address:	<b><u>paulm@santarosa.fl.gov</u></b>	Mailing Address:	Santa Rosa County
Submittals Accepted Until:			Attn: Grants Administration
			6495 Caroline St., Suite H
		Milton, FL 32570	
		Santa Rosa County	

**General Information**

**NOTICE:** Notice is hereby given that letters of interest and statement of qualifications will be received by Santa Rosa County, FL for the Creation and Distribution of Public Educational Materials about Groundwater Protection by filing with the County at the above location.

**Project Definition/Background:**

The purpose of implementing the Santa Rosa County Inland Potable Water Well Field Protection Project is to establish and protect a specified area of natural aquifers and recharge areas in Santa Rosa County, Florida.

We have achieved the enactment of an initial Well Field Ordinance which will protect and preserve vital well fields which currently supply water to 51% of individuals and businesses in Santa Rosa County.

The steps taken to promote clean business practices in the areas of aquifer vulnerability will be a valuable tool for present and future generations. By stopping pollution of our aquifers now, we can preserve this natural, low-cost asset for the future.

The objective of this RFQ is to develop an educational brochure which will enhance our County's efforts to protect these valuable resources through individual citizen awareness and actions. Making this information available to the general public is the goal of this project.

**Scope of Services:** The following are the minimum services required. The County may require other services not included here and the consultant's flexibility in providing other services will be a factor in the selection process.

- **Develop** the content and layout of an informational brochure to explain the actions every property owner can take to avoid contamination of the ground water.
- **Obtain** the mailing list of all property owners within the study area from the Santa Rosa County Property Appraiser's Office. The number of property owners is estimated to be 5,500.
- **Print** sufficient quantity of the brochure for distribution to the property owners within the study area.
- **Mail** a copy of the brochure to each property owner within the study area.

**Statement of Fees:**

This effort is budgeted not to exceed \$5,740.00. Proposals should be concise in their statement of fees. Any expected expenditure should be included in your fee. NO ADDITIONAL charges will be reimbursed. Provide a detailed outline of your pricing for:

- Time and Expense
- Report Fees
- Miscellaneous Charges

**Qualifications:** The successful firm must have skills and experience in the areas of Environmental education, document preparation and graphic layout, and administrative support..

**RFQ Schedule:**

Event	Date
RFQ Release	
Vendor Questions (if any) due	<i>Release date plus 2 weeks</i>
Responses to Vendor Questions	<i>Release date plus 3 weeks</i>
Proposal Responses due	<i>Release date plus 4 weeks</i>
Contract in Place	Pending Commission approval, after consultant selection and contract negotiation completion.

**Submittal Requirements:**

All proposals must be in writing and delivered by hand or Fed Ex to the Santa Rosa County Board Support Services, 6495 Caroline Street, Milton, Florida, 32570, or mailed to the Office of the Clerk of Courts, Board Support Services, PO Box 472, Milton, Florida, 32572, and must be received by 9:00 a.m., (date), at which time proposals will be opened and read aloud. All interested parties are invited to attend.

All applicants should submit detailed proposals outlining the background, qualifications and experience of their firm, including a detailed summary of their planning and

technical experience in this type of work. Santa Rosa County may make its selection based on the material received. If oral presentations are deemed necessary the County will notify short listed firms following the proposal deadline.

All proposals shall be enclosed within a sealed envelope and clearly marked on the face of the envelope "RFQ –Educational Brochure". Please provide twelve (12) copies of the proposal. Proposals received after the time set for the proposal opening will be rejected and returned unopened to the proposer.

**Signatures:** RFQ's shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed.

**Evaluation Criteria:** Evaluations will be based on the criteria listed below:

- o Experience of firm with similar projects;
- o Experience of proposed project team, including key team members; and
- o Understanding of the project and proposed approach.

**Questions:** Questions regarding this project may be directed to Beckie Cato or Paul Miller via e-mail at [beckiec@santarosa.fl.gov](mailto:beckiec@santarosa.fl.gov) or [paulm@santarosa.fl.gov](mailto:paulm@santarosa.fl.gov). Unauthorized contact regarding this RFQ with other County employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the County. Any questions will be answered in writing.

**Rejection of Submittals.** The county reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the county to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the county to accept or contract for any expressed or implied services.

**Contract Award:** The County reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the County. *(May want to insert language of where to obtain a sample contract)* Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the County. Once the County and Consultant have reached an agreement on the scope of services, a final contract will be prepared by the County. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the County may elect to negotiate a Contract with the next-highest ranked firm. The County shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

**Contract Negotiation:** The County reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the County.

**Equal Opportunity employment:** The successful consultant or consultants must comply with Santa Rosa County's equal opportunity requirements. Santa Rosa County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

**Title VI:** It is Santa Rosa County's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**Insurance Requirements:** The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in the county's Standard Insurance Requirements. Please review insurance requirements prior to submitting a statement of qualifications. If selected firm is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the county.

**Non-Collusion:** Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**Compliance with Laws and Regulations:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Public Records:** Under Florida state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the county, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Santa Rosa County does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the consultant. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The County accepts no responsibility for the performance of the consultant in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the consultant for other public agency purchases.

## REQUEST FOR QUALIFICATIONS

Notice is hereby given that consultant qualifications will be received by Santa Rosa County, Florida for:

RFQ # \_\_\_\_\_

### **Planning Consultant Services to Conduct a Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map**

By filing with the County Grants Coordinator, 6495 Caroline St., Suite H, Milton, FL until:

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

Time: 4:30 p.m.

Qualifications submitted after the due date will not be considered. Consultants accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Qualifications (RFQ) information packet including general information, requested services, submittal requirements, and evaluation process is available \_\_\_\_\_

Santa Rosa County reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the County to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFQ does not obligate the County to accept or contract for any expressed or implied services.

It is Santa Rosa County's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits or, or be otherwise discriminated against under any of its federally funded programs and activities.

The County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful consultant must comply with Santa Rosa County's equal opportunity requirements.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2010.

Insert Title Block

Published: \_\_\_\_\_

RFQ #

Planning Consultant Services to Conduct a Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map

## Santa Rosa County Request for Qualifications

Request for Qualification Information:		Submittals Delivered to:	
RFQ Number:			
RFQ Name:	<b>Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map</b>	Physical Address:	Santa Rosa County
Date Issued:			Attn: Grants Administration
Contact Person:	<b>Paul Miller, AICP</b>		6495 Caroline St., Suite H
Phone:	<b>(850) 981-7078</b>		Milton, FL 32570
Email Address:	<b>paulm@santarosa.fl.gov</b>		
Submittals Accepted Until:		Mailing Address:	Santa Rosa County
			Attn: Grants Administration
			6495 Caroline St., Suite H
			Milton, FL 32570
			Santa Rosa County

### General Information

**NOTICE:** Notice is hereby given that letters of interest and statement of qualifications will be received by Santa Rosa County, FL for the Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map by filing with the County at the above location.

**Project Definition/Background:** The purpose of implementing the Santa Rosa County Inland Potable Water Well Field Protection Project is to establish and protect a specified area of natural aquifers and recharge areas in Santa Rosa County, Florida. The affected Project Area bears a disproportionate impact for environmental/public health risk by virtue of the fact that, while only 7% of the County's population live in the Project Area, it serves as the source of potable water for 51% of the County's population.

We have achieved the enactment of an initial Well Field Ordinance which will protect and preserve vital well fields which currently supply water to 51% of individuals and businesses in Santa Rosa County.

The purpose of this project is to evaluate the geographic extent of the current wellfield protection area and identify the area most appropriate for enhanced aquifer protection.

Our objectives for protecting and preserving our aquifers will be achieved by the use of "existing data". The vertical component of this "existing data" is documented in The Florida Aquifer Vulnerability Assessment (FAVA II). This documentation is a ground-water

protection and management tool prepared for the Florida Department of Environmental Protection, Contract No. RM-059, dated September, 2009. The horizontal component of this "existing data" include the existing land use, zoning, future land use, and infrastructure GIS layers which have been developed and maintained by the County.

**Scope of Services:** The following are the minimum services required. The County may require other services not included here and the consultant's flexibility in providing other services will be a factor in the selection process.

- **Analysis** of available data including:
  - Horizontal GIS data layers including the existing land use, zoning, future land use and infrastructure layers which are maintained by the County;
  - Vertical GIS data documented in The Florida Aquifer Vulnerability Assessment (FAVA II) Study. (Layers will be provided by the County.)
  - GIS data layers maintained by other sources, including but not limited to, the State Department of Environmental Protection and the Northwest Florida Water Management District which contain data required for a vulnerability assessment of the Sand and Gravel aquifer.
  - Identify and incorporate other relevant data into the analysis, documenting the source appropriately.
  - Identify and document the analysis and modeling techniques utilized to produce the conclusions and recommendations.
- **GIS Mapping of the appropriate Inland Potable Water Well Field Protection Area**
  - Produce a report describing the analysis, and a GIS map to graphically depict the appropriate boundaries determined by the above analysis.
- **Public Input Process**
  - In addition to the report and map to be provided to the Project Workgroup, a briefing sheet shall be prepared for the purpose of providing the background of the analysis for public dissemination.
  - Presentation of final work product to the Project Workgroup.
  - Presentation of the final work product to the Board of County Commissioners.
- **Other**
  - Provide documentation as required to meet the requirements described in the grant.

**Statement of Fees:**

This effort is budgeted not to exceed \$14,000. Proposals should be concise in their statement of fees. Any expected expenditure should be included in your fee. NO ADDITIONAL charges will be reimbursed. Provide a detailed outline of your pricing for:

- Time and Expense
- Report Fees
- Miscellaneous Charges

**Qualifications:** The successful firm must have skills and experience in the areas of GIS analysis and mapping, land use planning and aquifer hydrology.

**RFQ #**

Planning Consultant Services to Conduct a Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map

**RFQ Schedule:**

<b>Event</b>	<b>Date</b>
RFQ Release	
Vendor Questions (if any) due	<i>Release date plus 2 weeks</i>
Responses to Vendor Questions	<i>Release date plus 3 weeks</i>
Proposal Responses due	<i>Release date plus 4 weeks</i>
Contract in Place	Pending Commission approval, after consultant selection and contract negotiation completion.

**Submittal Requirements:**

All proposals must be in writing and delivered by hand or Fed Ex to the Santa Rosa County Board Support Services, 6495 Caroline Street, Milton, Florida, 32570, or mailed to the Office of the Clerk of Courts, Board Support Services, PO Box 472, Milton, Florida, 32572, and must be received by 9:00 a.m., (date), at which time proposals will be opened and read aloud. All interested parties are invited to attend.

All applicants should submit detailed proposals outlining the background, qualifications and experience of their firm, including a detailed summary of their planning and technical experience in this type of work. Santa Rosa County may make its selection based on the material received. If oral presentations are deemed necessary the County will notify short listed firms following the proposal deadline.

All proposals shall be enclosed within a sealed envelope and clearly marked on the face of the envelope "RFQ –Well Field GIS Analysis". Please provide twelve (12) copies of the proposal. Proposals received after the time set for the proposal opening will be rejected and returned unopened to the proposer.

**Signatures:** RFQ's shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed.

**Evaluation Criteria:** Evaluations will be based on the criteria listed below:

- o Experience of firm with similar projects;
- o Experience of proposed project team, including key team members; and
- o Understanding of the project and proposed approach.

**Questions:** Questions regarding this project may be directed to Beckie Cato or Paul Miller via e-mail at [beckiec@santarosa.fl.gov](mailto:beckiec@santarosa.fl.gov) or [paulm@santarosa.fl.gov](mailto:paulm@santarosa.fl.gov). Unauthorized contact regarding this RFQ with other County employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the County. Any questions will be answered in writing.

**Rejection of Submittals.** The county reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process.

RFQ #

Planning Consultant Services to Conduct a Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map

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This RFQ does not obligate the county to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the county to accept or contract for any expressed or implied services.

**Contract Award:** The County reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the County. *(May want to insert language of where to obtain a sample contract)* Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the County. Once the County and Consultant have reached an agreement on the scope of services, a final contract will be prepared by the County. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the County may elect to negotiate a Contract with the next-highest ranked firm. The County shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

**Contract Negotiation:** The County reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the County.

**Equal Opportunity employment:** the successful consultant or consultants must comply with Santa Rosa County's equal opportunity requirements. Santa Rosa County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

**Title VI:** It is Santa Rosa County's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**Insurance Requirements:** The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in the county's Standard Insurance Requirements. Please review insurance requirements prior to submitting a statement of qualifications. If selected firm is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the county.

**Non-Collusion:** Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

RFQ #

Planning Consultant Services to Conduct a Santa Rosa County Inland Potable Water Well Field Protection Area Analysis and Develop an Overlay Area Map

---

**Compliance with Laws and Regulations:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Public Records:** Under Florida state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the county, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Santa Rosa County does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the consultant. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The County accepts no responsibility for the performance of the consultant in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the consultant for other public agency purchases.

# 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:** Nancy Model, Transportation Planner *NM*

**THROUGH:** Beckie Cato, Planning Director *BC*

**DATE:** November 30, 2010

**RE:** Submittal of Value Pricing Pilot Program (VPPP) Grant Application

## RECOMMENDATION

That the Board confirm approval to submit an application for the referenced program in coordination with the Santa Rosa Bay Bridge Authority.

## BACKGROUND

Several years ago, the Board approved staff to work with the Santa Rosa Bay Bridge Authority to apply for a federal Value Pricing Pilot Program (VPPP) grant to offset the loss of revenue by lowering the tolls on the Garcon Point Bridge for a test period. The purpose was to determine if ridership would increase on the bridge and if traffic counts on US 98 between the two bridges would decrease. At the time, the VPPP funds were all obligated. Recently, the VPPP began soliciting for new projects. Applications are due by January 18, 2011.

If approved, staff would work with the Santa Rosa Bay Bridge Authority to submit the application. The federal share of the total project cannot exceed 80%, so the actual tolls collected during the test period should be at least 20% of the overall project. As recommended in the Federal Register notice, an "Expression of Interest" will be sent to the FHWA for their review and guidance before the application is submitted. If the response is not favorable, the application will not go forward.

**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

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**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Nancy Model, Transportation Planner *NM*  
**THROUGH:** Beckie Cato, Planning Director *BC*  
**DATE:** November 30, 2010  
**RE:** Annual Submittal of Section 5311 Rural Transportation Grant Application

## RECOMMENDATION

That the Chairman sign the attached resolution in two copies authorizing staff to submit the application to continue to provide transportation to residents in the rural areas of the County.

## BACKGROUND

Section 5311 of the current federal transportation authorization bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides funding for public transportation in rural areas. In the past, Santa Rosa County has applied for this funding to provide transportation to residents of rural areas, primarily door-to-door. The service is provided by Pensacola Bay Transportation. The grant requires a 50% match, which has been paid by participating agencies such as the state Commission for Transportation Disadvantaged. Below is justification for the federal funding to be requested for FY 2012, starting October 1, 2011.

5311 Federal Fund Request for FY 2012	
Door-to-door service based on previous FY	\$114,710
Preliminary estimate of Jay shuttle service	27,040
Santa Rosa Transit east of Blackwater River	15,000
Total	\$156,750

If matching funds do not become available for the federal amounts shown above, the County can request extension of the funds to the next fiscal year.

**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

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

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** of the Santa Rosa Board of County Commissioners authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

**WHEREAS**, the Santa Rosa Board of County Commissioners has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

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

1. This resolution applies to the Federal Program under U.S.C. Section 5311.
2. The submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.
3. The Chairman of the Santa Rosa Board of County Commissioners is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

**DULY PASSED AND ADOPTED THIS \_\_\_\_\_, 2010.**

**SANTA ROSA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lane Lynchard, Chairman

**ATTEST:**

\_\_\_\_\_(seal)  
Mary Johnson, Clerk of Courts

AGENDA  
PUBLIC WORKS COMMITTEE

December 6, 2010

Chairman: Commissioner Cole

Vice Chairman: Commissioner Williamson

1. Discussion of purchase of steel beams for bridge construction from Sabel Steel Service at a cost of \$40,490.20 based on comparison shopping.
  
2. Discussion of paving the following dirt roads in District Five at an estimated cost of \$113,942.00:
  - Diplomat Street
  - Supreme Street
  - Embassy Street
  - Toledo Street (Salamanca St. to Andorra St.)
  - Calle Mio (Andorra St to Avenida de Sol)
  - Wells Beach Road
  - Skyler Drive
  - Nina Street
  
3. Discussion of resurfacing the following roads in District Five at an estimated cost of \$124,254.00:
  - Via Grande
  - Barrancas Street (*Prada St. to Esplanada St.*)
  - Pebble Beach Drive
  - Valley Road (*Summit Dr. to Snug Waters Dr.*)
  - Basswood Drive (*Leisure St. to Crescent Rd.*)
  - Lowe Road
  
4. Discussion of resurfacing Nichols Lake Road at an estimated cost of \$300,000.00 and Avenida De Sol (from Fourth St. to Torres St. and from Tortuga St. to East Bay Blvd.) at an estimated cost of \$63,250.00 to be funded from Franchise Fees for Roads & Drainage.

Corporate Headquarters  
 749 North Court St.  
 PO Box 4747  
 Montgomery, AL 36103  
 334-268-0771 Fax 334-263-7949  
 800-532-5754

# Sabel Steel Service

Quote No. 05-18683  
 Quote Date 11/15/2010

1678 Taylor Road  
 PO Box 6463  
 Daphn, AL 36302  
 334-793-2322  
 Fax 334-793-6132  
 800-225-7313

2809 Flannery Rd  
 P.O. Box 45888  
 Baton Rouge, LA 70895  
 225-330-9812  
 Fax 225-272-2215  
 877-797-8335

126 Western Road  
 Woodstock, AL 35188  
 205-938-0061  
 Fax 205-938-0467  
 800-452-5929

6051 Highway 90  
 PO Box 88  
 Theodore, AL 36590  
 251-653-1911  
 Fax 251-653-0008  
 800-824-6568

20 East Gordon Road  
 PO Box 1904  
 Newnan GA 30264-1904  
 770-252-4280  
 Fax 770-252-4043  
 800-754-1009

Bill To		Ship To	
45360 SANTA ROSA COUNTY DEPT. OF PUBLIC WORKS 6075 OLD BAGDAD HWY. MILTON, FL 32583		SANTA ROSA COUNTY DEPT. OF PUBLIC WORKS 6075 OLD BAGDAD HWY. MILTON, FL 32583	
Your Order No.	Ship Via	Special Instructions	
	OUR TRUCK		
Sales Rep	In House Sales Rep	Tax Code	
22	J. KINSEY	2000000	

Quantity	Description	Weight	Foolage	Price	Amount
18	H. PILING BEAM 12" @ 74# 50'	66600	900	44.30	29503.80
8	W.P. BEAM 21" @ 62# 50'	24800	400	44.30	10986.40
TOM NOTICE THE WEIGHT DIFFERENCE IS AROUND 11,000#'S GOING WITH BUNDLES BUT THE PRICE PER POUND IS LESS.					

Quote Valid Through 11/30/2010 Total Weight 91,400 Total Amount \$40,490.20

All quotes are subject to material availability and prior sale at time of order.

# Bell Steel

Quote  
Ticket # 900268

Pensacola

over 45 years of excellence

Quoted 11/15/2010  
Promised 11/15/2010

8788 Paul Starr Drive  
Pensacola, FL 32514  
phone: (850)479-2980  
fax: (850)474-0833

Bill To: SANTA ROSA CTY ROAD DEPART.  
6495 CAROLINE STREET, STE B  
ATTN: FINANCE DEPT  
MILTON, FL 32570

Ship To: SANTA ROSA CTY ROAD DEPART.  
"PUBLIC WORKS"  
ROADS & BRIDGES  
MILTON, FL 32570  
Telephone 850-983-1961

Entered	Sold By	Ship Via	Sale Type	Customer #	Customer PO	Terms
LL	LL	TRUCK	Quote	19140		NET 30

B/O	Qty	Description	Weight	Unit Price	Total Price
	18	Miscellaneous X H-PILE 12 X 74 6) BUNDLES	A36 Dom 50' 0" 66600	2048.87 U	\$36879.66
	8	Miscellaneous X WIDE FLANGE 21X62 2) BUNDLES	A36 Dom 50' 0" 24800	1716.62 U	\$13732.96

11-15 9:37:21 #

Totals 91400 \$50612.62

RX Date/Time 11/14/2010 21:39 FAX 8504740833 11/15/2010 10:35 8504740833 BELL STEEL P.002 002



## 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

November 30, 2010

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

Dear Mr. Lynchard:

Please find listed below the estimated cost for paving the following roads in District Five:

Diplomat Street	\$ 6,715.00
Supreme Street	3,175.00
Embassy Street	4,008.00
Toledo Street (Salamanca St. to Andorra St.)	13,690.00
Calle Mio (Andorra St to Avenida de Sol)	12,909.00
Wells Beach Road	21,185.00
Skyler Drive	2,343.00
Nina Street	25,037.00
Revere Street	12,440.00
Truman Drive	12,440.00

*Total Estimated Cost*      \$ 113,942.00

Sincerely,

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

Avis Whitfield  
Public Works Director

AW/lc



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

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

November 30, 2010

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

Dear Mr. Lynchard:

Please find listed below the estimated cost for resurfacing the following roads in District Five:

Via Grande	\$ 10,509.00
Barrancas Street ( <i>Prada St. to Esplanada St.</i> )	10,118.00
Pebble Beach Drive	27,000.00
Valley Road ( <i>Summit Dr. to Snug Waters Dr.</i> )	38,624.00
Basswood Drive ( <i>Leisure St. to Crescent Rd.</i> )	26,288.00
Lowe Road	11,715.00

*Total Estimated Cost*      \$ 124,254.00

Sincerely,

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

Avis Whitfield  
Public Works Director

AW/lc



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

AVIS WHITFIELD  
Director of Public Works  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221  
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Superintendent  
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623-1569 • 939-1877

## MEMO

**TO:** Hunter Walker, County Administrator

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

**SUBJECT:** Resurfacing Nichols Lake Road and Avenida de Sol

**DATE:** November 30, 2010

All of Nichols Lake Road and two segments of Avenida de Sol are in poor condition and in need of resurfacing. The segments are from Fourth Street to Torres Street and from Tortuga Street to East Bay Boulevard.

The estimated cost for resurfacing Nichols Lake Road is \$300,000.00 and the estimated cost for Avenida de Sol is \$63,250.00. I have attached information regarding both of these roads being previously designated as connector roads in which Franchise Fees for Roads and Drainage can be utilized for funding.

AW/lc

Dec 11, 2008

1. Recommend inclusion of specific connector roads and secondary roads designated for funding of major maintenance improvements utilizing Electric Franchise Fees for Roads and Drainage. Cole moved approval without objection.

## County-wide Connector Roads

<u>Road Name</u>	<u>Working District</u>
Da Lisa Road	1 & 2
Galt City Road	1 & 2
Carroll Road	1
Adams Road	1
Hamilton Bridge Road	1 & 2
Glover Lane	2
Northrop Road	2
Anderson Lane	2 & 3
Luther Fowler Road	3
Pine Blossom Road	3
North Airport Road	4
Nichols Lake Road	4
Radio Road	4
South Airport Road	4
Avenida de Sol	5
Andorra Street	5
Edgewood Drive	5
Bergren Road	5

# BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner  
Vice Chairman: Commissioner

December 6, 2010

## **Bid Actions:**

- 1) Discussion of bids received for signs and reflective metal sheeting. Low bidder meeting specifications is Vulcan Signs.
- 2) Discussion of bids received for the Housing Reconstruction Project located at 6581 Magnolia Street in Milton. Low bidder meeting specifications is Walther Custom Homes, LLC with a bid of \$45,785.92.
- 3) Discussion of bids received for the Housing Reconstruction Project located at 6245 Old Bagdad Highway in Milton. Low bidder meeting specifications is Bill Walther Construction with a bid of \$48,899.00.

## **Tax Deed Overbids:**

- 4) Recommend approval to accept unclaimed overbid money from **Tax Deed Sales 10-047, and 10-050** in the total amount of **\$11,847.69**.

## **Budget:**

- 5) Discussion of quotes/rates received on Capital Improvement Bond re-financing.
- 6) Discussion of re-petition received for Longhorn Trail Road Paving MSBU (per Board request on November 8th for minimum 55%); and discussion of low bid received from Utility Service Co. in the amount of \$475,522.62.
- 7) **Budget Amendment 2011 – 055** in the amount of **\$7,497,934**. Carries forward prior year Electric Franchise Fee balances and earnings in excess of budget. \$45,126 to each Recreation District; \$348,333 to Economic Development Reserve; and, \$6,923,972 to the Road & Drainage Reserve.
- 8) **Budget Amendment 2011 – 056** in the amount of **\$2,068**. Funds change order for construction of hangars at Peter Prince Airport to Trammel Construction Co., Inc. funded 80% from FDOT – JPA Grant (\$1,654); and 20% carried forward (\$414) in the Peter Prince Field Fund.
- 9) **Budget Amendment 2011 – 057** in the amount of **\$69,709**. Recognizes grant funds received from DCA for NSP Program administration and allocates to Community Development Housing Program for expenses.

- 10) **Budget Amendment 2011 – 058** in the amount of **\$3,764,222**. Carries forward Impact Fee Fund balance (\$3,764,222) and appropriates reserves.
- 11) **Budget Amendment 2011 – 059** in the amount of **\$144,525**. Recognizes additional Federal HMGP Grant Share of FEMA budget increase (\$108,394) to cover 75% of contract amount and 25% match from Electric Franchise Fee Fund Drainage Reserves (\$36,131) for Phase II construction for the Sabertooth HMGP drainage project.
- 12) **Budget Amendment 2011 – 060** in the amount of **\$17,622**. Funds additional costs (\$5,122) for mechanism to turn on/off lights at the Santa Rosa Sportsplex funded from Dist. 1 (\$2,561) and Dist. 3 (\$2,561.) Funds operating expenses (\$12,500 for lights, advertising, equipment, insurance, windscreen, and website setup) for Pace Area Tennis Association (PATA) at the Sportsplex funded from Dist. 1 (\$6,250) and Dist. 3 (\$6,250) in the Capital Projects Fund.
- 13) **Budget Amendment 2011 – 061** in the amount of **\$1,200**. Funds for cleaning contract at the Peter Prince Airport from reserves in the Peter Prince Field Fund.
- 14) **Budget Amendment 2011 – 062** in the amount of **\$9,919**. Funds splash pad repair (\$7,688) and slide repair (\$2,231) at the Navarre Nature Walk from Dist. IV Recreation Reserves.
- 15) **Budget Amendment 2011 – 063** in the amount of **\$9,137**. Funds culvert liner installation on Spanish Trail (CR 178) from Electric Franchise Fees for Roads and Drainage Reserves.

**County Expenditure/Check Register:**

- 16) Recommend approval of County Expenditures / Check Register

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** SIGNS AND REFLECTIVE METAL SHEETING

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

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

County Road Markers, Arrows, Stop Signs, All Way Stops, Yield Signs, MPH Signs,  
Speed Zone Ahead, Reduced Speed Ahead, No Parking, etc.

4. **SCOPE OF WORK:**

N/A

5. **BIDDERS AND PRICES:**

A. Rocal, Inc.	Detailed Pricing
B. Interstate Highway Sign Co.	Detailed Pricing
C. Ibis Signs	Detailed Pricing
D. Custom Products Corp.	Detailed Pricing
E. Vulcan Signs	Detailed Pricing
F. Universal Signs & Accessories	Detailed Pricing
G. Swarco	No Bid

**Orrin Smith**

---

**From:** Avis Whitfield

**Sent:** Monday, November 29, 2010 3:57 PM

**To:** Orrin Smith; Joel Haniford

**Cc:** Tom Collins; Stephen Furman; Louann Callahan

**Subject:** Bids on Signs and Reflective Sheeting Material

I recommend the bid for Signs and Reflective Sheeting Material be awarded to Vulcan Signs as the low bidder meeting specifications.

Avis Whitfield

Director

Santa Rosa County Public Works

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** HOUSING RECONSTRUCTION PROJECT LOCATED AT 6581 MAGNOLIA STREET, MILTON

2. **RESPONSIBLE OFFICE:** HOUSING DEPARTMENT

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

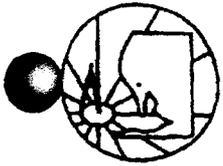
Demolition of current dwelling and construction of new dwelling.

4. **SCOPE OF WORK:**

Demolition of current dwelling and construction on a 975 square foot living area dwelling.

5. **BIDDERS AND PRICES:**

A. Walther Custom Homes, LLC	45,785.92
B. Bill Walther Construction	46,899.00
C. Joe Baker Construction, Inc.	51,800.00
D. Design Home Builders, Inc.	52,410.00
E. Northrop Homes	58,609.00



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

Housing Program

MEMORANDUM

TO: Orrin Smith / Procurement

FROM: Janice Boone / Housing Program Manager

DATE: 11/30/2010

RE: Bid Recommendations

On November 16th, 2010, bids were opened for the reconstruction of two separate residences located at 6581 Magnolia Street, Milton, FL 32570 and 6245 Old Bagdad Hwy, Milton, FL 32583

Responses received:

**6581 Magnolia Street:**

Walther Custom Homes, LLC	\$45,785.92
Bill Walther Construction	\$46,899.00
Joe Baker Construction, Inc.	\$51,800.00
Design Home Builders, Inc.	\$52,410.00
Northrop Homes	\$58,609.00

**6245 Old Bagdad Hwy:**

Bill Walther Construction	\$48,899.00
Walther Custom Homes, LLC	\$50,818.36
Joe Baker Construction, Inc.	\$57,500.00
Northrop Homes	\$57,544.00
Design Home Builders, Inc.	\$61,780.00

**Recommendation to award bids to the following lowest bidders:**

6581 Magnolia Street – Walther Custom Homes, LLC	\$45,785.92
6245 Old Bagdad Hwy – Bill Walther Construction	\$48,899.00

  
Janice Boone  
Housing Program Manager

11/30/10  
Date

## PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** HOUSING RECONSTRUCTION PROJECT LOCATED AT 6245 OLD BAGDAD HWY, MILTON

2. **RESPONSIBLE OFFICE:** HOUSING DEPARTMENT

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

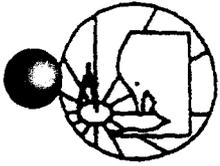
Demolition of current dwelling and construction of new dwelling.

4. **SCOPE OF WORK:**

Demolition of current dwelling and construction on a 1100 square foot living area dwelling.

5. **BIDDERS AND PRICES:**

A. Bill Walther Construction	48,899.00
B. Walther Custom Homes, LLC	50,818.36
C. Joe Baker Construction, Inc.	57,500.00
D. Northrop Homes	57,544.00
E. Design Home Builders, Inc.	61,780.00



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

Housing Program

MEMORANDUM

TO: Orrin Smith / Procurement

FROM: Janice Boone / Housing Program Manager

DATE: 11/30/2010

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Joe Baker Construction, Inc.	\$51,800.00
Design Home Builders, Inc.	\$52,410.00
Northrop Homes	\$58,609.00

**6245 Old Bagdad Hwy:**

Bill Walther Construction	\$48,899.00
Walther Custom Homes, LLC	\$50,818.36
Joe Baker Construction, Inc.	\$57,500.00
Northrop Homes	\$57,544.00
Design Home Builders, Inc.	\$61,780.00

**Recommendation to award bids to the following lowest bidders:**

6581 Magnolia Street – Walther Custom Homes, LLC	\$45,785.92
6245 Old Bagdad Hwy – Bill Walther Construction	\$48,899.00

  
Janice Boone  
Housing Program Manager

11/30/10

Date



# 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  
GORDON GOODIN, District 4  
R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator  
THOMAS V. DANNHEISSER, County Attorney  
JOEL D. HANIFORD, OMB Director

---

---

## INTEROFFICE MEMO

---

---

**DATE:** 11/10/10  
**TO:** JOEL HANIFORD  
**FROM:** KATHY JORDAN *KJ*  
**RE:** TAX DEED OVERBID FEE ACCEPTANCE

---

Recommend acceptance of the unclaimed overbid money from tax deed sales 10-047 in the total amount of \$6,648.43.

Recommend acceptance of the unclaimed overbid money from tax deed sales 10-050 in the total amount of \$5,199.26.

KJ

Attachments

cc: Susan Hoodless

RECEIVED

NOV 04 2009

MARY M. JOHNSON  
CLERK OF COURT

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

NOV. 4, 2010

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

RE: TAX DEED SURPLUS

DEAR SIRs:

ENCLOSED YOU WILL FIND OUR CHECK #2768, IN THE AMOUNT OF \$11,847.69. THIS IS UNCLAIMED SURPLUS MONEY FROM THE TAX DEED SALES LISTED BELOW.

FILE #10-047 \$6,648.43  
SALE DATE: 8-2-10  
CERT. #2173  
CERT. DATE: 5-30-08  
CERT. HOLDER: RILEY TRUST  
PAYEE: WACHOVIA BANK NA  
301 S. COLLEGE ST.  
VA 0343  
CHARLOTTE, N.C. 28288

FILE #10-050 \$5,199.26  
SALE DATE: 8-2-10  
CERT. #2231  
CERT. DATE: 5-30-08  
CERT. HOLDER: RILEY TRUST  
PAYEE: SMALL BUSINESS ADMINISTRATION  
2120 RIVERFRONT DR., STE. 100  
LITTLE ROCK, AR. 72202

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

002768  
DATE 11/4/10

AMOUNT  
\$ 11,847.69

PAY  
TO THE  
ORDER  
OF:

SANTA ROSA CTY BRD OF COMMISSIONERS  
Eleven Thousand Eight Hundred Forty-Seven And 69 / 100

VOID AFTER 90 DAYS

*Mary M. Johnson*

BID FEES 10-047,050

Results of RFQ for Capital Improvement Bond Re-financing  
into a Bank-Qualified Tax-Exempt Loan  
\$3,100,000 Total Loan

Local ½¢ Sales Tax is the Pledged Revenue Source

Bank	Interest Rate	Total Interest Payment	Bank Fees & Charges	Notes
Hancock	1.73%	\$ 158,721.39	\$ 2,500	NTE Bank Counsel Expense
Regions	1.85%	\$ 169,908.04	\$ 5,500	NTE Bank Expenses
SunTrust	2.03%	\$ 186,730.95	\$ -	No other Fees
BB&T	2.14%	\$ 197,036.97	\$ 3,750	Legal & Credit Review Fee
J.P. Morgan Chase	2.15%	\$ 197,974.84	\$ 5,500	Legal Fees & Expenses
Bank of America	2.64%	\$ 244,124.53	\$ 4,500	NTE Closing Costs
Capital City Bank	3.40%	\$ 316,455.64	\$ 4,000	Legal & Origination Fees

Note: This loan would be paid equally from the General Fund & Landfill Fund

## SANTA ROSA COUNTY, FLORIDA

### \$3.1 million Bank Loan Proposals to Refund the Series 2000 Bonds Summary of Tax Exempt Bank Qualified Interest Rates and Terms for November 30, 2010

	<u>Hancock</u>	<u>Regions</u>	<u>SunTrust</u>	<u>BB&amp;T</u>	<u>J.P.M/Chase</u>	<u>BkofAmer.</u>	<u>Cap. City</u>
Period of Loan	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs
Interest Rate	1.73%	1.85%	2.03%	2.14%	2.15%	2.64%	3.40%
Period of Fixed Rate	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs	5 1/2 Yrs
Rate Locked at Submission?	45 days	31 days	30 days	45 days	no	no	yes
Bank Expenses	\$ 2,500	\$ 5,500	none	\$ 3,750	\$ 3,000	\$ 4,500	\$ 4,000
Issuance Expenses	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Interest Rate, with Expenses	2.16%	2.32%	2.44%	2.59%	2.62%	3.11%	3.87%
Total Refunding Savings	\$ 290,416	\$ 276,036	\$ 264,992	\$ 250,675	\$ 247,947	\$ 202,625	\$ 130,558
Average Annual Savings	\$ 49,786	\$ 47,320	\$ 45,427	\$ 42,973	\$ 42,505	\$ 34,736	\$ 22,381
Total Net Present Value Saving	\$ 255,018	\$ 239,059	\$ 225,243	\$ 209,760	\$ 206,947	\$ 156,364	\$ 78,932
NPV / Refunded Bonds	7.8%	7.3%	6.9%	6.4%	6.4%	4.8%	2.4%
First Principal Payment	05/01/2011	05/01/2011	05/01/2011	05/01/2011	05/01/2011	05/01/2011	05/01/2011
Call (refunding) Provisions	anytime par	none	make whl	pmt date 1%	breakagefee	make whl	anytime par
Deposit Required?	no	yes	no	no	"discussions"	no	no
Additional Bonds Test	1.25x	1.25x	1.25x	1.25x	1.35x	1.25x	1.25x

**BID OPENING**  
**October 19, 2010**  
**Milton, Florida**

Present: Procurement Officer; Budget Analyst II; Craig Helms representing Roads, Inc. of NWF; Jordan Lee representing Utility Service Co.; Jay Kline representing Design Home Builders, Inc.; Krystal Simmons representing LJFD, Inc.-Joiners; Bobby Godfrey representing Panhandle Grading and Paving; Lee Collum representing Four Winds Construction, LLC; Jill Radford representing Gulf-Atlantic Constructors; Bobby Burkett representing Santa Rosa County; Robin Phillips representing Jones-Phillips & Associates, Inc.; Roger Blaylock, County Engineer; Chris Phillips representing Santa Rosa County Engineering; and Chris Eubanks representing Salter 3C's Construction Co., Inc. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open proposals for CDBG Administrative Services-Clear Wire; and bids for Multi Use Trail; Longhorn Trail MSBU Paving Project; and Abatements located at 4548 Gentry Farms Drive, Milton, FL; 4858 Lamar Drive, Milton, FL; 4866 Lamar Drive, Milton, FL; 5750 Meadow Road, Milton, FL; 3167 Montecito Boulevard, Milton, FL; and 7101 Wells Avenue, Navarre, FL. Proposals and bids were received from the following:

**CDBG Administrative Services-Clear Wire:**

- |                                      |          |
|--------------------------------------|----------|
| 1. Jones-Phillips & Associates, Inc. | Proposal |
| 2. Andy Easton & Associates          | Proposal |

**Multi Use Trail:**

- |                                       |                           |
|---------------------------------------|---------------------------|
| 1. Roads, Inc. of NWF                 | \$263,290.00 Base Bid     |
|                                       | \$447,807.50 Add. Alt. #1 |
|                                       | \$308,010.00 Add. Alt. #2 |
|                                       | \$558,125.00 Add. Alt. #3 |
| 2. Panhandle Grading and Paving, Inc. | \$310,675.75 Base Bid     |
|                                       | \$420,620.00 Add. Alt. #1 |
|                                       | \$294,177.50 Add. Alt. #2 |
|                                       | \$565,865.00 Add. Alt. #3 |

**Longhorn Trail MSBU Paving Project:**

- |                               |              |
|-------------------------------|--------------|
| 1. Utility Service Co.        | \$475,422.62 |
| 2. Gulf Equipment Corporation | \$496,734.90 |
| 3. Roads, Inc. of NWF         | \$507,507.00 |
| 4. Gulf-Atlantic Constructors | \$598,920.65 |

**Abatement-4548 Gentry Farms Drive, Milton, FL:**

- |  |            |
|--|------------|
| 1. Four Winds Construction               | \$ 950.00  |
| 2. Salter 3C's Construction Co., Inc.    | \$1,460.00 |
| 3. Mathis Construction Group, Inc.       | \$1,620.00 |
| 4. LJFD, Inc.-Joiners                    | \$1,665.00 |
| 5. Design Home Builders, Inc.            | \$2,100.00 |
| 6. Swalley Construction Co., Inc.        | \$2,975.00 |
| 7. Resurgence Demolition & Environmental | \$4,500.00 |

Longhorn Trail  
Municipal Services Benefit Unit (MSBU)  
Paving \* Water \* Sewer

In 2007, the Board of County Commissioners designated and established a Municipal Services Benefit Unit for purpose of installing paving, water, and sewer on Longhorn Trail. Bids have come in significantly higher than w estimated originally. The total cost of the project is now \$656,001.16 (includes construction costs, estimated int and fees.)

Below are new proposed assessments for the remaining six (6) years of your project. Assessments will increase to the below amounts beginning with Nov 2011 and for 2012, 2013, 2014, 2015, 2016, and 2017.

**Paving Assessments:** \$1,597.32 Annually for final 6 years. for a total of \$12,428.32

(Corner lots are \$798.68 annually for final 6 years.)

**Water/Sewer Assessments:** \$450.11 Annually for final 6 years. for a total of \$3,522.02

**Note:** A regular lot with one paving, and one water/sewer will pay \$2,047.43 annually for six (6) additic years. Total paid per regular lot is \$15,951.34 based on above estimate and estimate of loan interest rat

Annual assessments have been on the tax roll for November 2007, 2008, 2009, and 2010 at \$916.69. The new combined paving, water/sewer amounts listed above will appear beginning on your November 2011 tax bill for ; period of six (6) additional years. This total assessment includes estimated principal and interest payments alor with County fees.

We the undersigned property owners on Longhorn Trail, a forty-two (42) lot road within Santa Rosa County, ag and accept this bid and agree to the six years of increased assessments beginning November 2011 as listed al

Printed Name	Address	Yes/No	Signature
<u>Ray D. Robinson</u>	<u>Gulf Breeze FL 32563</u>	<u>YES</u>	<u>[Signature]</u>
<u>James G. Hart Jr.</u>	<u>5705 EAST WY BLVD</u>	<u>YES</u>	<u>[Signature]</u>
<u>Thomas A. Deery</u>	<u>1298 GUNNERS TR</u>	<u>YES</u>	<u>[Signature]</u>
<u>Forrest A. Filer</u>	<u>Gulf Breeze FL 32561</u>	<u>YES</u>	<u>[Signature]</u>
<u>5201 Seaside</u>	<u>[Signature]</u>	<u>YES</u>	<u>[Signature]</u>
<u>5205 Seaside</u>	<u>[Signature]</u>	<u>YES</u>	<u>[Signature]</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

## 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: 12/01/2010

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	106 - 3990006	Balance Forward - Economic Development	\$ 348,333
	106 - 3990007	Balance Forward - Roads & Drainage	\$6,923,971
	106 - 3990001	Balance Forward	\$ 225,630
TO:	9106 -	See Attached for Transfers	\$ 225,630
	9106 - 5990015	Reserves - Economic Development	\$ 348,333
	9106 - 5990016	Reserves - Roads & Drainage	\$6,923,971

**State reason for this request:**

Carries forward prior year Electric Franchise Fee balances and earnings in excess of budget. \$45,126 to each Recreation District; \$348,333 to Economic Development Reserve; and, \$6,923,972 to the Road & Drainage Reserve.

Requested by Joel Haniford/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-055

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/2010

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Carry Forward of Electric Franchise Fee E-O-Y Balances

2011-055	106	9106 59100311 To District I Recreation Projects	\$	45,126
		9106 59100312 To District II Recreation Projects	\$	45,126
		9106 59100313 To District III Recreation Projects	\$	45,126
		9106 59100314 To District IV Recreation Projects	\$	45,126
		9106 59100315 To District V Recreation Projects	\$	45,126
			\$	225,630
311	311	3810001 From Electric Franchise Fee Fund	\$	45,126
	2321	599001 District I Reserves for Future Projects	\$	45,126
312	312	3810001 From Electric Franchise Fee Fund	\$	45,126
	2322	599001 District II Reserves for Future Projects	\$	45,126
313	313	3810001 From Electric Franchise Fee Fund	\$	45,126
	2323	599001 District III Reserves for Future Projects	\$	45,126
314	314	3810001 From Electric Franchise Fee Fund	\$	45,126
	2324	599001 District IV Reserves for Future Projects	\$	45,126
315	315	3810001 From Electric Franchise Fee Fund	\$	45,126
	2325	599001 District V Reserves for Future Projects	\$	45,126

# 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: November 10, 2010

FROM: **Peter Prince Field 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:	405 - 5990012	FDOT - JPA Grant	\$ 1,654
	405 - 3990001	Cash Carried Forward	\$ 414
TO:	4021 - 5624101	Building T-Hangars	\$ 2,068

**State reason for this request:**

Funds change order for construction of hangars at Peter Prince Airport to Trammel Construction Co., Inc. funded 80% from FDOT - JPA Grant (\$1,654); and 20% carried forward (\$414) in the Peter Prince Field Fund.

**Requested by: Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-056

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: November 30, 2010

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 104:</b>	<b>104 – 33150081</b>	<b>Neighborhood Stabilization Program</b>	<b>\$ 69,709</b>
	<b>9104 – 5910001</b>	<b>Transfer to General Fund</b>	<b>\$ 69,709</b>
<b>Fund 101:</b>	<b>101 – 3810043</b>	<b>From Grants Fund</b>	<b>\$ 69,709</b>
	<b>3301 – 51210</b>	<b>Regular Salaries</b>	<b>\$ 56,609</b>
	<b>3301 – 52210</b>	<b>Retirement</b>	<b>\$ 5,500</b>
	<b>3301 – 52310</b>	<b>H &amp; A Insurance</b>	<b>\$ 6,000</b>
	<b>3301 – 5490011</b>	<b>Advertising</b>	<b>\$ 600</b>
	<b>3301 – 551001</b>	<b>Office Supplies</b>	<b>\$ 1,000</b>

**State reason for this request:**

Recognizes grant funds received from DCA for NSP Program administration and allocates to Community Development Housing Program for expenses.

**Requested by: Janice Boone/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2011-057**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

BA2011-057

Budget Amendment Request:

11/3/2010

<b>FUND</b>	<b>104 Grants</b>		
<b>DEPT</b>	<b>789 Neighborhood Stabilization</b>		
Revenue Account:		<b>33150081</b>	
	Received 3/22/10		43,080.43
	Received 5/28/10		16,334.24
	Received 8/6/10		10,293.88
	<b>Total</b>		<b><u>69,708.55</u></b>
TO:	General Fund		
	3301-51210	Regular Salaries	\$ 56,608.55
	3301-52310	H&A Insurance	\$ 6,000.00
	3301-5490011	Advertising	\$ 600.00
	3301-551001	Office Supplies	\$ 1,000.00
	3301-52210	Retirement	\$ 5,500.00
		<b>Total</b>	<b><u>\$ 69,708.55</u></b>

Administration funds received from DCA for NSP Program administration.  
Request allocation to housing cost center.

Requested by:

Janice Boone  
Housing Program Mgr.

# 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: November 30, 2010

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	111 - 3990001	Cash Carried Forward	\$ 3,764,222
To:	2104 - 5990024	Area 1 Reserves	\$ 293,932
	2104 - 5990025	Area 2 Reserves	\$ 62,714
	2104 - 5990026	Area 3 Reserves	\$ 3,403,447
	2104 - 5990027	Impact Fee Admin Reserves	\$ 4,129

**State reason for this request:**

Carries forward Impact Fee Fund balance (\$3,764,222) and appropriates reserves.

**Requested by: Joel Haniford/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-058

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

**IMPACT FEE REVENUE**

Through: September 30, 2010

**Revenue by Fiscal Years**

	<u>FY2006</u>	<u>FY2007</u>	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>Total All Years</u>	
Area 1 - North	\$66,337	\$111,021	\$80,681	\$16,973	\$441		\$275,453	3%
Area 2 - Central	\$839,430	\$2,996,154	\$1,083,515	\$139,986	\$3,078		\$5,062,163	60%
Area 3 - South	\$1,498,835	\$825,703	\$639,886	\$186,699	\$1,548		\$3,152,671	37%
Admin Fees	\$0	\$1,332	\$0	\$0	\$0		\$1,332	
<b>Total Impact Fees</b>	<b>\$2,404,602</b>	<b>\$3,934,210</b>	<b>\$1,804,082</b>	<b>\$343,658</b>	<b>\$5,067</b>	<b>\$0</b>	<b>\$8,491,619</b>	<b>100%</b>
Area 1 - Interest Earned	\$1,147	\$6,851	\$7,234	\$1,842	\$1,405		\$18,479	
Area 2 - Interest Earned	\$14,299	\$133,565	\$22,162	\$1,250	\$370		\$171,646	
Area 3 - Interest Earned	\$28,903	\$108,933	\$87,505	\$20,564	\$6,871		\$250,776	
Admin - Interest Earned	\$0	\$91	\$1,393	\$1,019	\$294		\$2,797	
<b>Total Interest Earned</b>	<b>\$44,349</b>	<b>\$247,440</b>	<b>\$118,294</b>	<b>\$24,675</b>	<b>\$8,940</b>	<b>\$0</b>	<b>\$443,698</b>	
	\$2,448,951	\$4,181,650	\$1,922,376	\$368,333	\$14,007	\$0		
<b>FDOT Transport Grant - Area 2</b>	<b>\$0</b>	<b>\$470,254</b>	<b>\$729,260</b>	<b>\$0</b>	<b>\$38,208</b>	<b>\$0</b>	<b>\$1,237,722</b>	
Grant Amount: \$1,271,504		\$4,651,904	\$2,651,636		\$52,215			

**IMPACT FEE BUDGET AMENDMENT & AREA BALANCES**

Budget 2010  
Budget Amendments:

BA #	Area 1	BA #	Area 2	BA #	Area 3	BA #	Admin
<b>Sum FY2010 Budget Approvals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			

*BA 2011-058*

Cash Carry Forward  
FY2011 Actual Receipts  
Loans Received  
Interest Earned  
Grants  
Miscellaneous  
Sum All Funds Available

058	293,932	058	62,714	058	3,403,447	058	4,129
	0		0		0		0
	0		0		0		0
	0		0		0		0
	293,932		62,714		3,403,447		4,129

3,764,222

FY2010 Uncommitted Balance

<b>\$293,932</b>	<b>\$62,714</b>	<b>\$3,403,447</b>	<b>\$4,129</b>
------------------	-----------------	--------------------	----------------

Actual Expenditure FY2006  
Actual Expenditure FY2007  
Actual Expenditure FY2008  
Actual Expenditure FY2009  
Actual Expenditure FY2010  
Actual Expenditure FY2011  
Total All Years

\$0	\$0	\$0	\$0
\$0	\$3,402,481	\$0	\$0
\$0	\$1,993,224	\$0	\$0
\$0	\$892,137	\$0	\$0
\$0	\$120,975	\$0	\$0
\$0	\$0	\$0	\$0
<b>\$0</b>	<b>\$6,408,817</b>	<b>\$0</b>	<b>\$0</b>

2011-058

## 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: November 30, 2010

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 106:	9106 – 5990016	EFF Drainage Reserves	(\$ 36,131)
	9106 – 59100101	To Road & Bridge Fund	\$ 36,131
Fund 101:	101 – 33139022	FEMA HMGP Revenue	\$ 108,394
	101 – 3810001	From Electric Franchise Fee Fund	\$ 36,131
	2106 – 53400022	Contractual Services – Sabertooth	\$ 144,525

**State reason for this request:**

Recognizes additional Federal HMGP Grant Share of FEMA budget increase (\$108,394) to cover 75% of contract amount and 25% match from Electric Franchise Fee Fund Drainage Reserves (\$36,131) for Phase II construction for the Sabertooth HMGP drainage project.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2011-059**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

Joel Haniford

2011-059

From: Sheila Harris  
Sent: Monday, November 22, 2010 10:40 AM  
To: Joel Haniford  
Cc: Diane Ebentheuer  
Subject: Budget Amendment Request - Sabertooth HMGP Drainage Budget Increase

Need a budget amendment to increase the budget for the Sabertooth Project as approved by the BOCC at the November 10, 2010 meeting.

Fund 106:	9106 - 5990016	EFF Drainage Reserves	(\$36,131)
	9106 - 59100101	To Road & Bridge Fund	\$36,131
Fund 101:	101 - 33139022	FEMA HMGP Revenue	\$108,394
	101 - 3810001	From Electric Franchise Fee Fund	\$ 36,131
	2106 - 53400022	Contractual Services - Sabertooth	\$144,525

Recognizes additional FEMA budget increase for Phase II Construction for the Sabertooth HMGP drainage project to cover contract amount. 25% match for increase from Electric Franchise Fee Fund Drainage Reserves with 75% Federal HMGP Grant Share.

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

PLEASE NOTE: "Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure."

## 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: November 30, 2010

FROM: **Capital 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:	2321 – 599001	Dist 1 Reserve for Contingencies	(\$ 8,811)
	2321 – 59100302	To Capital Projects Fund	\$ 8,811
	2323 – 599001	Dist 3 Reserve for Contingencies	(\$ 8,811)
	2323 – 59100302	To Capital Projects Fund	\$ 8,811
TO:	302 – 3810009	From Dist 1 Recreation Fund	\$ 8,811
	302 – 38100010	From Dist 3 Recreation Fund	\$ 8,811
	0721 – 5630019	Santa Rosa Sportsplex	\$ 17,622

**State reason for this request:**

Funds additional costs (\$5,122) for mechanism to turn on/off lights at the Santa Rosa Sportsplex funded from Dist. 1 (\$2,561) and Dist. 3 (\$2,561.) Funds operating expenses(\$12,500 for lights, advertising, equipment, insurance, windscreen, and website setup) for Pace Area Tennis Association (PATA) at the Sportsplex funded from Dist. 1 (\$6,250) and Dist. 3 (\$6,250) in the Capital Projects Fund.

**Requested by: Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-060

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

Joel Haniford

2011-060

**From:** Tammy Simmons  
**Sent:** Wednesday, November 17, 2010 10:56 AM  
**To:** Tammy Simmons; Joel Haniford; Diane Ebentheuer  
**Cc:** Hunter Walker; Tom Collins  
**Subject:** RE: BA - Tennis Courts at Sportsplex

I have approval from both Commissioners on this.

---

**From:** Tammy Simmons  
**Sent:** Wednesday, November 17, 2010 10:55 AM  
**To:** Joel Haniford; Diane Ebentheuer  
**Cc:** Hunter Walker; Tom Collins  
**Subject:** BA - Tennis Courts at Sportsplex

Need a budget amendment in the amount of \$5122 to be split equally between Dist 1 & Dist 3. The budget amendment that I spoke of, see below email, that I rolled over is 2011-036, this is to purchase the mechanism to turn/off lights at the tennis court at Sportsplex.

---

**From:** Tammy Simmons  
**Sent:** Monday, November 15, 2010 3:52 PM  
**To:** Commissioner Williamson; Sonja Lusk; Emily Spencer  
**Subject:** FW: Musco Lighting Control Link Quote

---

**From:** Tammy Simmons  
**Sent:** Thursday, November 04, 2010 8:52 AM  
**To:** Commissioner Salter; Commissioner Williamson  
**Cc:** Tom Collins; 'Laura King'  
**Subject:** FW: Musco Lighting Control Link Quote

Attached is the quote from Musco for the mechanism to control the lights on the tennis courts at Sportsplex. We had \$3,378 left over from last years budget amendment when we put the lights up that I rolled over to this years budget, we would need an additional \$5,122 to install this system. Citizens would be able to go to the PATA site and book the lights utilizing pay pal. I asked Laura about the citizens that do not have internet access or don't want to utilize the system through the internet; she explained that they would have an alternate method to handle non-internet users.

According to Tom Collins the drop from Gulf Power will not cost anything, we just need to get them to bring power to our pole, and the price B & W Electric charged to install the lights covers the cost for labor to hook this system to our power source.

Below is an answer from Laura on the questions I had asked her about the system.

Please let me know if you have additional questions; if not, do you approve \$2561 from Dist 1 recreational funds; and do you approve \$2561 from Dist 3 recreational funds?

---

**From:** Laura King [mailto:lauramking5@gmail.com]  
**Sent:** Wednesday, October 27, 2010 4:19 PM  
**To:** Tammy Simmons; Tom Collins  
**Subject:** Fwd: Musco Lighting Control Link Quote

Here is the written quote for the switch for the tennis courts. This system can be moved to Benny Russell for \$750, or if you get them to install the lights at Benny Russell, their lighting systems come with the switch built

Please contact Musco if you need more details. Thanks!

Laura King

----- Forwarded message -----

From: **Joe King** <[joe.c.king@gmail.com](mailto:joe.c.king@gmail.com)>  
Date: Wed, Oct 27, 2010 at 2:30 PM  
Subject: Fwd: Musco Lighting Control Link Quote  
To: Laura King <[lauramking5@gmail.com](mailto:lauramking5@gmail.com)>

Laura, here is the Musco Lighting Quote. See attached.

Joe

----- Forwarded message -----

From: **Gene Fynaardt** <[gene.fynaardt@musco.com](mailto:gene.fynaardt@musco.com)>  
Date: Wed, Oct 27, 2010 at 12:46 PM  
Subject: Control Link Quote  
To: [joe.c.king@gmail.com](mailto:joe.c.king@gmail.com)  
Cc: Stan Herr <[stan.herr@musco.com](mailto:stan.herr@musco.com)>, Amy Holmquist <[amy.holmquist@musco.com](mailto:amy.holmquist@musco.com)>

ope,  
Attached is the Control Link quote you requested. Please email or give me a call with any questions.

Thanks,  
Gene Fynaardt  
Musco Lighting  
800-825-6020  
[gene.fynaardt@musco.com](mailto:gene.fynaardt@musco.com)

Joel Haniford

2011-060

From: Tammy Simmons  
Sent: Monday, November 22, 2010 9:33 AM  
To: Joel Haniford  
Cc: Diane Ebentheuer  
Subject: FW: Tennis Courts

On 11/17/10 I requested a budget amendment in the amount of \$10,000 for PATA start up cost. Dist 1 & Dist 3 Commissioners have approved the amount to be \$12,500 per the request below from Laura King.

---

**From:** Commissioner Williamson  
**Sent:** Friday, November 19, 2010 8:41 AM  
**To:** Tammy Simmons  
**Subject:** RE: Tennis Courts

Tammy,

It is okay with me to add the 2,500.00 as requested.

Thanks, Jim

---

**From:** Tammy Simmons  
**Sent:** Wed 11/17/2010 4:39 PM  
**To:** Commissioner Salter; Commissioner Williamson  
**Subject:** FW: Tennis Courts

See below and respond with your thoughts.

---

**From:** Laura King [mailto:lauramking5@gmail.com]  
**Sent:** Wednesday, November 17, 2010 3:42 PM  
**To:** Tammy Simmons  
**Subject:** Re: Tennis Courts

Hi Tammy:

We had a couple of things we did not include in our first budget and I wanted to add those if we could? I had sent you an email, but I didn't know if the commissioners would allow changes? We need to add \$2,500 for a total of \$12,500.00 to the operating expenses. This will pay for new windscreens for the both courts and the website setup for the lights. If it is too late, we will work with the \$10K, but I know the courts need new windscreens and a website is a must to handle the light payments.

Thanks for the update, it sounds like things are moving along nicely. We are so excited to get the lights!!

Laura King

---

On Wed, Nov 17, 2010 at 11:45 AM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:  
need a budget amendment in the amount of \$10,000 from Dist 1 & Dist 3 equally to provide PATA startup expenses as high lighted below. I have approval from both district Commissioners.

From: Laura King [mailto:lauramking5@gmail.com]

Sent: Wednesday, September 08, 2010 7:31 PM

To: Tammy Simmons

Subject: Re: Tennis Courts

Hi Tammy:

Attached are prior quotes from three different contractors. It would be good to do another double and then a single court by itself if you are only looking at three. Three together would probably be cheaper because of the land preparation, but I am sure these vendors will be happy to quote you on it either way. We have discussed our operating expenses for the next 12 months and we have estimated that we will need \$10,000.00 to pay for the lights, advertising, equipment, insurance and various other expenses that we will have for the next year. Commissioner Salter told us in a previous meeting that he would be willing to front our operating expenses for one year so that we can get things going. This would also give us time to figure out how we can collect for the lighting expense from the public because so far all I have gotten is calls from people who think the lights should be on for free. Please let me know what we need to do to get this budget amount approved. Our fall clinics are scheduled to begin in the next couple of weeks so we would like to get the lights on before the time changes in October.

Let me know if you need anything else from me. Thanks!

Laura King

994-8741

On Wed, Sep 8, 2010 at 6:19 PM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:

Can you once again provide me with the quotes you got on new tennis court construction, turn key, which included the lights on one double court and a single court and if it exist a triple court. I am trying to get three additional courts approved so you all can have tournament play.

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/>

Email secured by Check Point

# 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: November 30, 2010

FROM: **Peter Prince Field 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:	4021 – 599001	Reserve for Contingencies	(\$ 1,200)
TO:	4021 – 534001	Other Contractual Services	\$ 1,200

**State reason for this request:**

Funds for cleaning contract at the Peter Prince Airport from reserves in the Peter Prince Field Fund.

**Requested by: Roger Blaylock/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2011-061**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

**Diane Ebentheuer**

2011-061

**From:** Tammy Simmons  
**Sent:** Wednesday, November 10, 2010 10:05 AM  
**To:** Rebecca Welch; Diane Ebentheuer  
**Cc:** Roger Blaylock  
**Subject:** RE:

Did Roger take care of this?

**From:** Rebecca Welch  
**Sent:** Thursday, November 04, 2010 12:14 PM  
**To:** Diane Ebentheuer  
**Cc:** Tammy Simmons  
**Subject:** RE:

Let me ask Tammy how she want's this done.  
Rebecca

**From:** Diane Ebentheuer  
**Sent:** Thursday, November 04, 2010 12:06 PM  
**To:** Rebecca Welch  
**Subject:** RE:

One more question---do you have \$ you can take away from another line?

**Diane Ebentheuer**  
**Budget Department**  
**Santa Rosa County**  
**6495 Caroline Street, Suite L**  
**Milton, FL 32570**  
**850-983-1853**  
[dianee@santarosa.fl.gov](mailto:dianee@santarosa.fl.gov)

**From:** Rebecca Welch  
**Sent:** Thursday, November 04, 2010 11:45 AM  
**To:** Diane Ebentheuer  
**Subject:** RE:

We have had a cleaning expense at the airport for as long as I have been here. The new vendor started on 11/01/10. I expect the cleaning at the airport to be close to the old vendor price perhaps a little less....about \$1.200 per year would cover. What do I need to do?

**From:** Diane Ebentheuer  
**Sent:** Thursday, November 04, 2010 10:33 AM  
**To:** Rebecca Welch  
**Subject:** RE:

If new line item---the expense will need a budget amount set up. Are you reducing another expense item? If yes, Joel can process you an interdepartmental change for that. Call me if you want to discuss.

**Diane Ebentheuer**

11/10/2010

Budget Department  
Santa Rosa County  
6495 Caroline Street, Suite L  
Milton, FL 32570  
850-983-1853  
[dianee@santarosa.fl.gov](mailto:dianee@santarosa.fl.gov)

---

**From:** Rebecca Welch  
**Sent:** Thursday, November 04, 2010 10:29 AM  
**To:** Diane Ebentheuer  
**Subject:** FW:

Diane.

I was able to process the requisition but in case you need to set something up in the budget.

Rebecca

---

**From:** Vikki Phillips [mailto:[phillipsv1@flcfn.net](mailto:phillipsv1@flcfn.net)]  
**Sent:** Thursday, November 04, 2010 10:13 AM  
**To:** Rebecca Welch  
**Subject:** RE:

Done! You will probably need Joel to put a budget in there before the system allows you to post to it ☺

 Vikki Phillips

Santa Rosa County Clerk of Courts  
Administrative Assistant  
6495 Caroline Street, Suite B  
Milton, FL 32570  
Phone: 850-983-1954  
Fax: 850-983-1985

---

**From:** Rebecca Welch [mailto:[rebeccaw@santarosa.fl.gov](mailto:rebeccaw@santarosa.fl.gov)]  
**Sent:** Thursday, November 04, 2010 10:10 AM  
**To:** Vikki Stanford  
**Subject:**

Please add 4021 (airport) 534001 (other cont. serv.) .....this is for the cleaning company.

Please.

Rebecca

## 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: November 30, 2010

FROM: **District IV 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:	2324 – 599001	Reserve for Contingencies	(\$ 9,919)
TO:	2324 – 5630015	Navarre Park Nature Walk	\$ 9,919

**State reason for this request:**

Funds splash pad repair (\$7,688) and slide repair (\$2,231) at the Navarre Nature Walk from Dist. IV Recreation Reserves.

**Requested by: Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2011-062**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

***PASSED AND ADOPTED*** by the Board of County Commissioners of Santa Rosa County, Florida on this ***9<sup>th</sup>*** day Of ***December***, 2010.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

Joel Haniford

2011-062

**From:** Tammy Simmons  
**Sent:** Wednesday, November 10, 2010 1:13 PM  
**To:** Joel Haniford; Diane Ebentheuer  
**Subject:** FW: Nature Walk Improvements

The below items was approved today from District IV recreation funds, can I get a budget amendment for the next meeting?

---

**From:** Tammy Simmons  
**Sent:** Monday, November 08, 2010 9:16 AM  
**To:** Hunter Walker  
**Cc:** 'NBACOC/CEO'  
**Subject:** RE: Nature Walk Improvements

The quotes for the splash pad repair are:

- J. A. Dawson & Company \$7,687.50
- Site Horizons \$10,393.38

I expect to get another quote from Bill; however, he indicated it was higher than J. A. Dawson.

The price to fix the slide is \$2,231

Do you want me to get a budget amendment from District 4 Rec Funds or take from my repair and maintenance line (expense not expected) in the amount of \$10,000 or will the chamber be responsible for this?

---

**From:** NBACOC/CEO [mailto:exec@navarrechamber.com]  
**Sent:** Thursday, November 04, 2010 10:34 AM  
**To:** Hunter Walker; Tammy Simmons  
**Cc:** Commissioner Goodin; 'Tom Vatter'  
**Subject:** Nature Walk Improvements

Dear Hunter & Tammy,

After our meeting, we worked to research and secure quotes for Splash Pad refurbishment, as well as replacement of the slide on the playground equipment. A special thanks to Tammy for sending me contact information for local vendor reps.

The lowest of three costs for new surfacing of the Splash Pad came from JA Dawson. The quote is attached. The adhesion warranty is five years.

I have also attached a quote from Play Mart regarding slide replacement.

Please let me know how best to proceed.

Bill Arnett, President & CEO  
**Navarre Beach Area Chamber of Commerce**  
8543 Navarre Parkway, P.O. Drawer 5430

## 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: November 30, 2010

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 106:	9106 – 5990016	Road, Bridges &/or Drainage Reserves	(\$ 9,137)
	9106 – 59100101	To Road & Bridge Fund	\$ 9,137
Fund 101:	101 – 3810001	From Electric Franchise Fee Fund	\$ 9,137
	2100 – 5340034	Secondary Road Projects	\$ 9,137

**State reason for this request:**

Funds culvert liner installation on Spanish Trail (CR 178) from Electric Franchise Fees for Roads and Drainage Reserves.

**Requested by: Avis Whitfield/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-063

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 12/06/10

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 9<sup>th</sup> day Of December, 2010.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Joel Haniford

2011-063

From: Avis Whitfield  
Sent: Monday, November 22, 2010 10:28 AM  
To: Joel Haniford  
Cc: Louann Callahan  
Subject: Budget Amendment

Joel,

I request a Budget Amendment in the amount of \$9137.00 from Electric Franchise Fees for Roads and Drainage to 2100-5340034 Secondary Roads for the culvert liner installation on Spanish Trail (CR 178). This project was approved by the BOCC on November 10, 2010.

Thanks,

Avis Whitfield  
Director  
Santa Rosa County Public Works