May 5, 2014

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of request from Pensacola State College for funding for a STEM Facility at the Pensacola campus.

received
4/25/14

BCC
Adm
Angie
Jayne

PENSACOLA STATE COLLEGE

Office of the President

Pensacola State College
1000 College Boulevard
Pensacola, FL 32504-8998

850-484-1700
Fax 850-484-1840

www.pensacolastate.edu

April 24, 2014

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

Dear Mr. Walker:

SUBJECT: Pensacola State College Appropriations Request for Planning Funds for a STEM Facility and Requested Match

Building Background

The Baars Building on the campus of Pensacola State College (PSC) has been designated for demolition since a 2008 inspection by a professional design and construction team (report available). In short, this 100,000-plus square-foot classroom building cannot be salvaged. Since 2008, PSC has been planning to replace the building with a STEM classroom and training facility. DOE has recognized that the building needs to be replaced but contemplated project funding a couple of years from now in its capital outlay list prepared last fall.

Immediate Need to Support New Industry

Northwest Florida has recently been blessed with the announcement of two significant aerospace companies locating in our area—ST Aerospace and Airbus. These two companies will require the assistance of PSC to provide STEM facilities and workforce training for their highly-skilled employees. A letter from ST Aerospace indicating its reliance on PSC in this regard is attached (Attachment 1). In order for PSC to meet these needs, it must immediately proceed with planning the demolition of the Baars Building and the design and construction of a STEM classroom and training facility.

Appropriations Request

This is a matter of urgent need with major economic consequences for our area. In order to meet all criteria for an appropriation, a one to one match is needed. Accordingly, the Escambia County and Santa Rosa County delegations request that you support the funding of planning and demolition monies with an appropriation or a portion of the $1.3 million needed for the match. If an appropriation is not possible in this year's budget, we request a commitment of $100,000 of the $1.3 million in next year's budget. A jointly signed letter of support for this project from our local legislative delegation is attached (Attachment 2).

Should the Legislature approve a lesser amount for planning, I would reduce the requested amount accordingly for Santa Rosa and Escambia counties.

Pensacola State College
is a member of the
Florida College System

This match at the local level will provide a total of $2.6 million to meet the planning requirements. This will allow PSC to work hand-in-hand with these two new aerospace companies as well as other industries in our area to provide the facilities and training necessary to help our area of the state rebound from the grip of this past recession. Since a written commitment is needed no later than May 2014, I am requesting to attend and be placed on the agenda at your meeting on Monday morning, May 5, 2014.

If you have any questions about this request, please let me know.

Sincerely,

Edward Meadows
President

c: Commissioner Robert Cole
Commissioner Don Salter, Vice Chairman
Commissioner Jim Melvin, Chairman
Commissioner Lane Lynchard
Mr. Scott Luth, Senior Vice President, Economic Development, Greater Pensacola Chamber
Mr. Larry Newson, Interim County Administrator, Escambia County

Attachments

ST Aerospace
A company of ST Engineering

March 28, 2014

Governor Rick Scott and the Florida Legislative
Office of the Governor
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Dear Governor Scott,

I would like to express my support for the request for a new Baars Math, Engineering and Technology Building at Pensacola State College. The proposed new Baars Building will house math and high-technology programs, such as cyber security and information technology programs. These programs are essential to meet the needs of the aviation maintenance community at large and specifically the needs of ST Aerospace.

The existing Baars Building represents 105,722 sq. ft. of indispensable classroom space required to continue providing STEM education to Pensacola State students. Not only has the 58-year-old building outlived its usefulness, it lacks the capabilities needed to meet the current demand for STEM-skilled workforce in Greater Pensacola, which is steadily increasing its job market as ST Aerospace, Airbus and other industry suppliers seek to establish roots here.

This proposed building has the potential to greatly enhance Northwest Florida's future economy by cultivating a high-tech, high-wage workforce that is rapidly growing. A specialized STEM facility is a critical component to economic development in our community and strengthens efforts that the chamber has made bringing high-tech business to the area.

Pensacola State College has a proven track record of leadership in postsecondary workforce development and education, as well as interdisciplinary collaboration with community partners. This facility will drive the creation of new jobs and help us continue to attract new companies and cultivate highly skilled talent. Retaining this skilled workforce within the state will result in a significant growth in jobs, housing and retail and will provide a boost to Northwest Florida's economy.

Please don't hesitate to contact me at 251-438-8787 or Bill_Hafner@stmae.com

Respectfully,

Bill Hafner
VP OPS.
STA Mobile

Creating Value For You - Worldwide

The ST Engineering Group

March 31, 2014

The Honorable Rick Scott
Executive Office of the Governor
400 S. Monroe Street
Tallahassee, FL 32399

RE: Pensacola State College: Appropriations Request for Planning Funds for a STEM Facility

Dear Governor Scott:

The Baars Building on the campus of Pensacola State College (PSC) has been designated for demolition since a 2008 inspection by a professional design and construction team (report available). In short, this 100,000-plus square-foot classroom building is a nightmare – with life-safety, energy cost and other issues that can only be resolved by a replacement facility. Since 2008. PSC has been planning to replace the building with a new classroom, laboratory and training facility. The Florida Department of Education has recognized that the building needs to be replaced but contemplated project funding a couple of years from now in its capital outlay list prepared last fall.

Immediate Need to Support New Industry

The Pensacola area has recently been blessed with the announcement of two significant aerospace companies locating in our area – ST Aerospace and Airbus. These two companies will require the assistance of PSC to provide STEM facilities and workforce training for their highly-skilled employees; a letter from ST Aerospace indicating its reliance on PSC in this regard is attached. In order for PSC to meet these needs. it must immediately proceed with planning the demolition of the Baars Building and the design and construction of a replacement facility.

Appropriations Request

This is a matter of urgent need with major economic consequences for our area. Accordingly, the Escambia County and Santa Rosa County delegations request that you support the funding of planning and demolition monies with an appropriation of $2.6 million in this

year's budget. This will allow PSC to work hand-in-hand with these two new aerospace companies as well as other industries in our area to provide the facilities and training necessary to help our area of the state rebound from the grip of this past recession.

Sincerely,

Clay Ingram
State Representative, District 1

Greg Evers
State Senator, District 2

Mike Hill
State Representative, District 2

Doug Broxson
State Representative, District 3

Enclosure: (1) ST Aerospace Correspondence

May 5, 2014

ADMINISTRATIVE COMMITTEE

1. Presentation on Blackwater Maritime Heritage Blue Ways trail project by the Bagdad Waterfronts Partnership.

2. Discussion of acquisition of conservation easement on 112.32 acre parcel owned by Eastgate, LLC adjacent to NAS Whiting Field utilizing Florida Defense Infrastructure Grant and U.S. Navy Readiness and Environmental Protection Integration (REPI) funds.

3. Update on Navarre Beach Fishing Pier operations and business plan by TC's Coastal Pier, LLC.

4. Discussion of annual Agreement with Karen Harrell for Beaches to Woodlands Event Coordinator Services as recommended by the Tourist Development Council.

5. Discussion of three (3) year renewal for Websense Internet Security System subscription at a cost of $31,446.04 with SHI, Inc. as the Websense State of Florida contractor.

6. Discussion of request from Charles Liberis for an amended lease agreement for property located on Navarre Beach.

7. Discussion of scheduling evening meeting at Tiger Point Community Center regarding proposed judicial facility.

8. Discussion of Scope of Work and Contract with Tidal Basin Government Consulting, LLC for disaster recovery administrative services. **(Requires action Monday)**

9. Information Only: Public Hearing items scheduled for 9:30 a.m. Thursday, May 8, 2014:

   An amendment to Ordinance 2006-38 regarding consolidating Building, Mechanical and Plumbing Boards of Adjustments and Appeals into one board.

Hunter Walker

From: Doug Lasater <Doug.Lasater@toro.com>
Sent: Tuesday, April 29, 2014 1:06 PM
To: Hunter Walker
Cc: richard and betty lewis; susan creel; Christine Walsh; Bud Allen
Attachments: Blackwater Maritime Heritage Trail 1.pptx

Hunter:

The Bagdad Waterfronts Partnership would like to request a 15-minute slot on the next County Commissioners meeting May 5. We would present a short power point on our Blackwater Maritime Heritage Blue Ways trail project. We are not asking for any money but that Santa Rosa County will endorse our project, as have several other local agencies and groups.

For your review, I have attached the presentation.

Thank you for considering this request.

Doug Lasater
Chairman/ Bagdad Waterfront Partnership Inc.
850-380-4484
doug.lasater@toro.com

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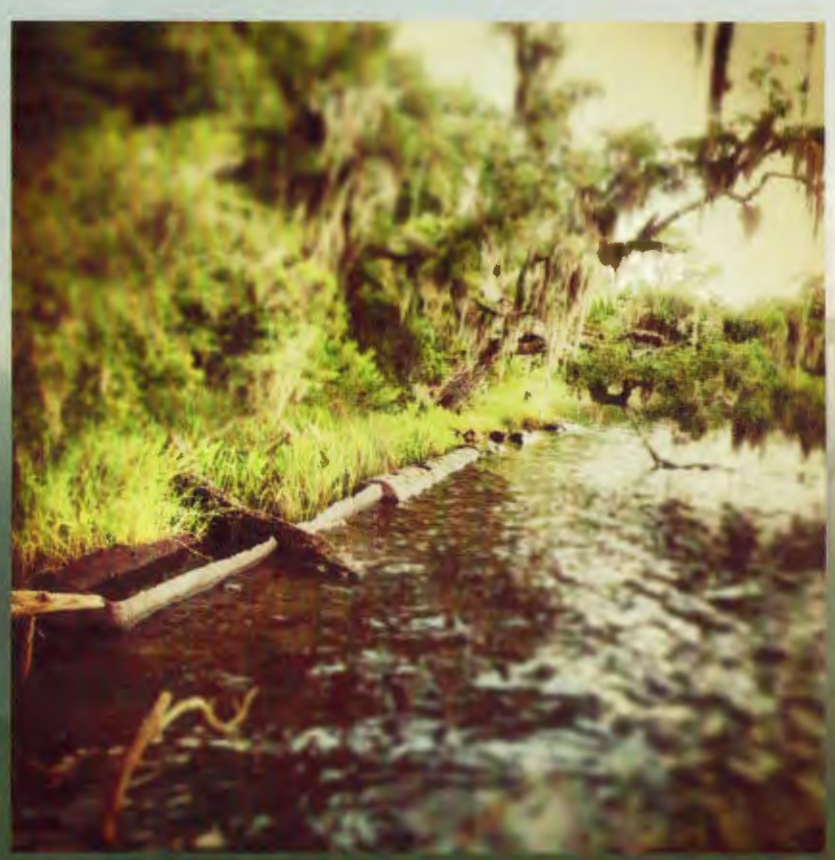
Blackwater Maritime Heritage Trail

A Community Based Project to Enhance the Enjoyment and Protection of the Blackwater River and its Resources

What is a Heritage Trail?

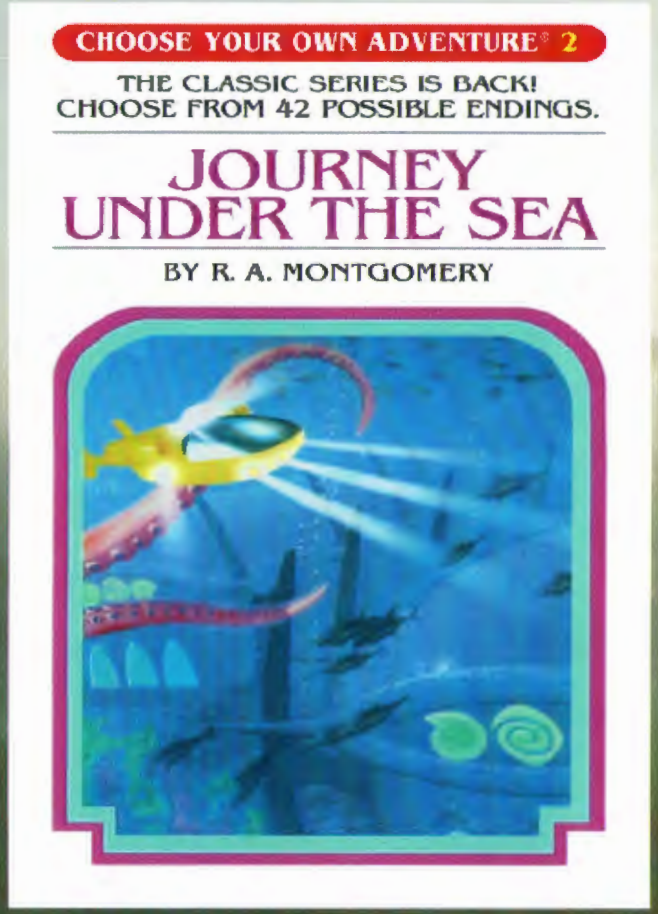
- Maritime heritage trails are about the use of waterways, the traditions, skills, arts, and crafts of the people and their communities, the artifacts, documents, buildings, structures, and vessels that reflect our past maritime endeavors.

What is a Heritage Trail?



- The purpose of a maritime heritage trail is to interpret the resources present in an innovative manner that augments the individual's interaction with the maritime resources.

We Believe that



- The Blackwater Maritime Heritage Trail will provide this opportunity while allowing the individual the opportunity to "choose their own adventure."

Why Here? Why Now?

- The Blackwater River is well suited for development as a maritime heritage trail due to its ecological diversity, natural resources, and historical significance. This project is spearheaded by local individuals and falls into a larger revitalization of the Milton and Bagdad waterfront communities.

Who are We?

- We are composed of a group of individuals who reside in the greater Bagdad-Milton area and are involved with a number of other organizations. With the support of these and many other local organizations, such as you, we hope to make this trail the base for heritage trail development on the serene Blackwater River.

Who Are We?

Bagdad Waterfronts Florida Partnership, Inc.

BLACKWATER PYRATES

MILTON, FLORIDA

CITY OF MILTON

BLACKWATER HERITAGE STATE TRAIL

MILTON, FL

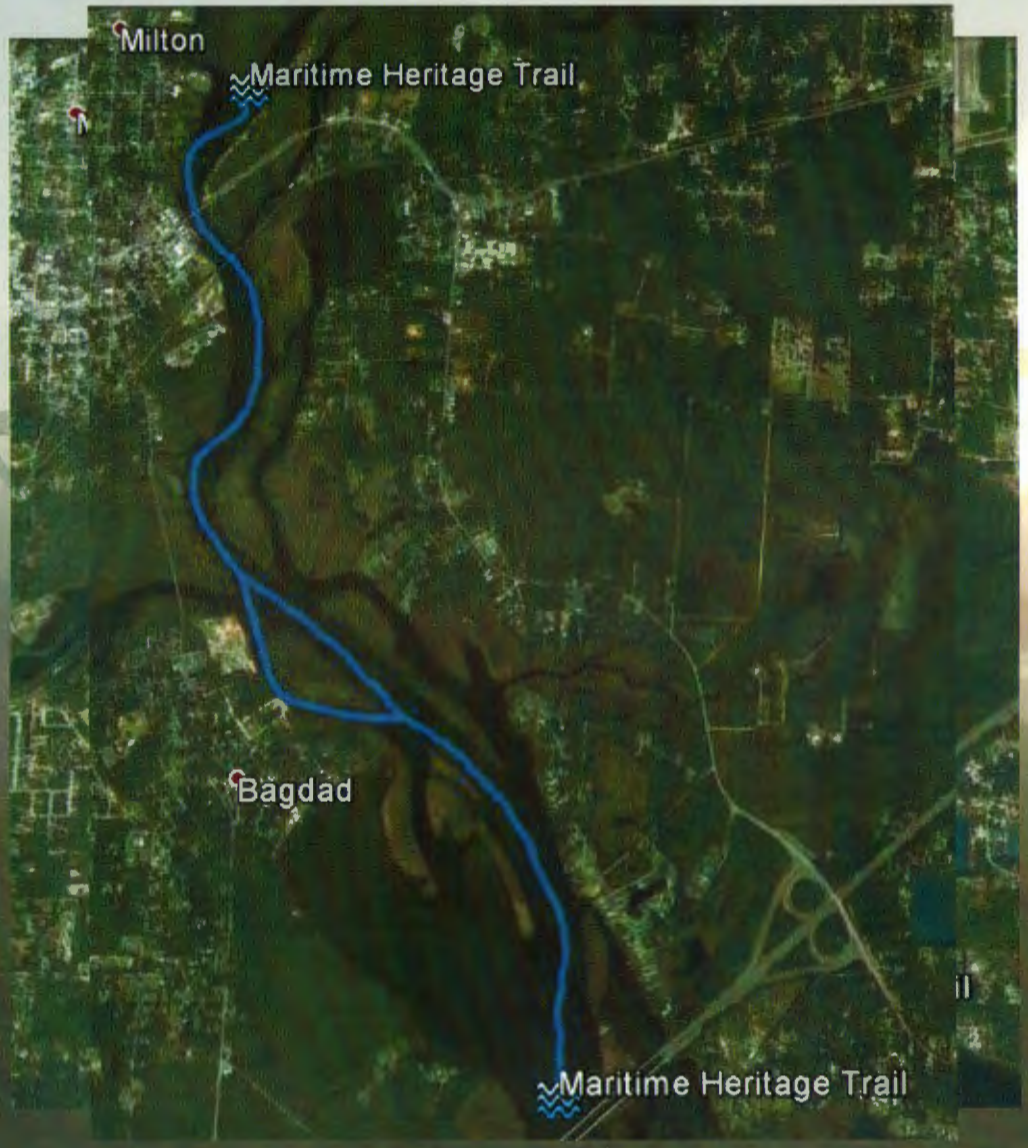
THE UNIVERSITY OF WEST FLORIDA

UWF

FLORIDA PUBLIC ARCHAEOLOGY NETWORK

WWW.FLPUBLICARCHAEOLOGY.ORG

Project Location



OVERALL GOAL – CONSTRUCT A MARITIME HERITAGE TRAIL BETWEEN MILTON, FL, TO BAGDAD, FL.

Trail Objectives

Marking Features

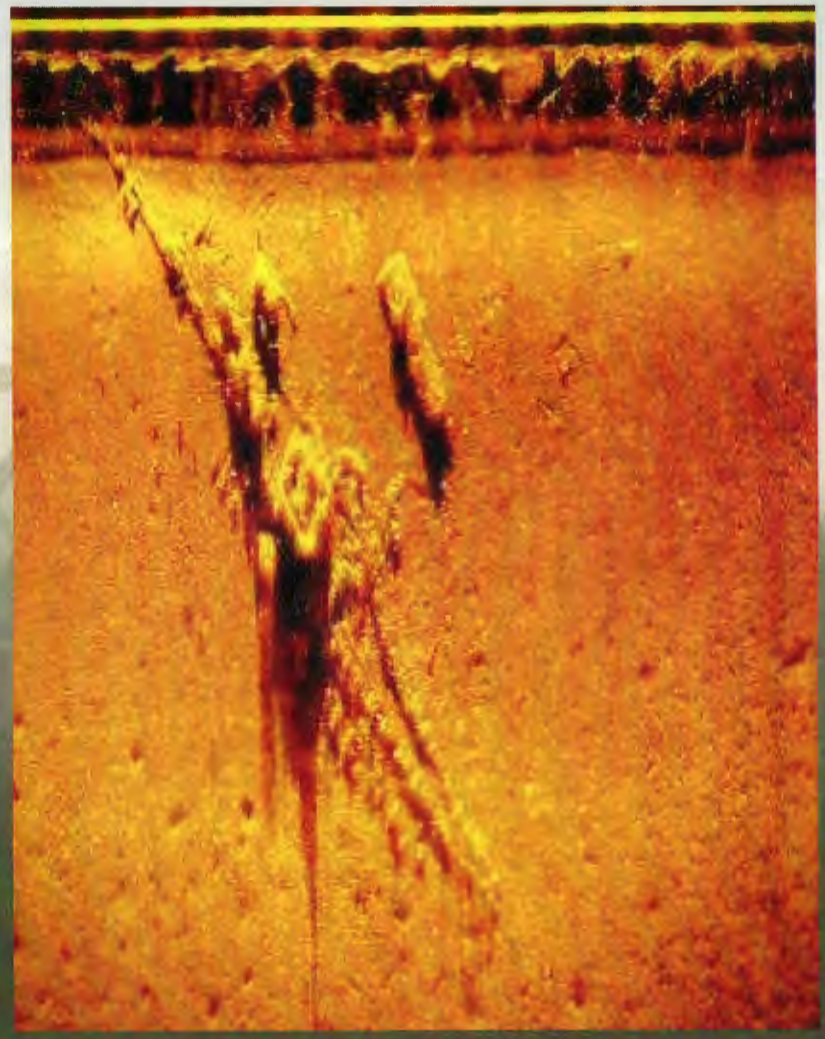
- Entry/exit points
- Camping areas
- Picnic facilities
- Restrooms

Highlighting Areas of Interest

- Ecological
- Prehistoric
- Historic
- Lumber Industry
- Civil War
- Fishing Industry
- Vernacular watercraft and construction

Focus and Concerns

- No physical route markers or way points placed on natural landscape
  - Exception for sponsor plaques in public places
- Protection of resources/ historical sites
- Use of original place names
- Stewardship by users



Our Mission

Develop a water trail that embodies the spirit and history of the Blackwater River, local towns, and people.

What are we asking you to do

- Awareness of the project
- Sharing of information trail related
- Moral and financial support
- Help inform the public
- Santa Rosa County would be an Active partner with Bagdad Waterfronts and sponsoring organizations

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

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

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

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

MEMORANDUM

TO: **BOARD OF COUNTY COMMISSIONERS**

CC: **HUNTER WALKER**

FROM: **ANGIE JONES**

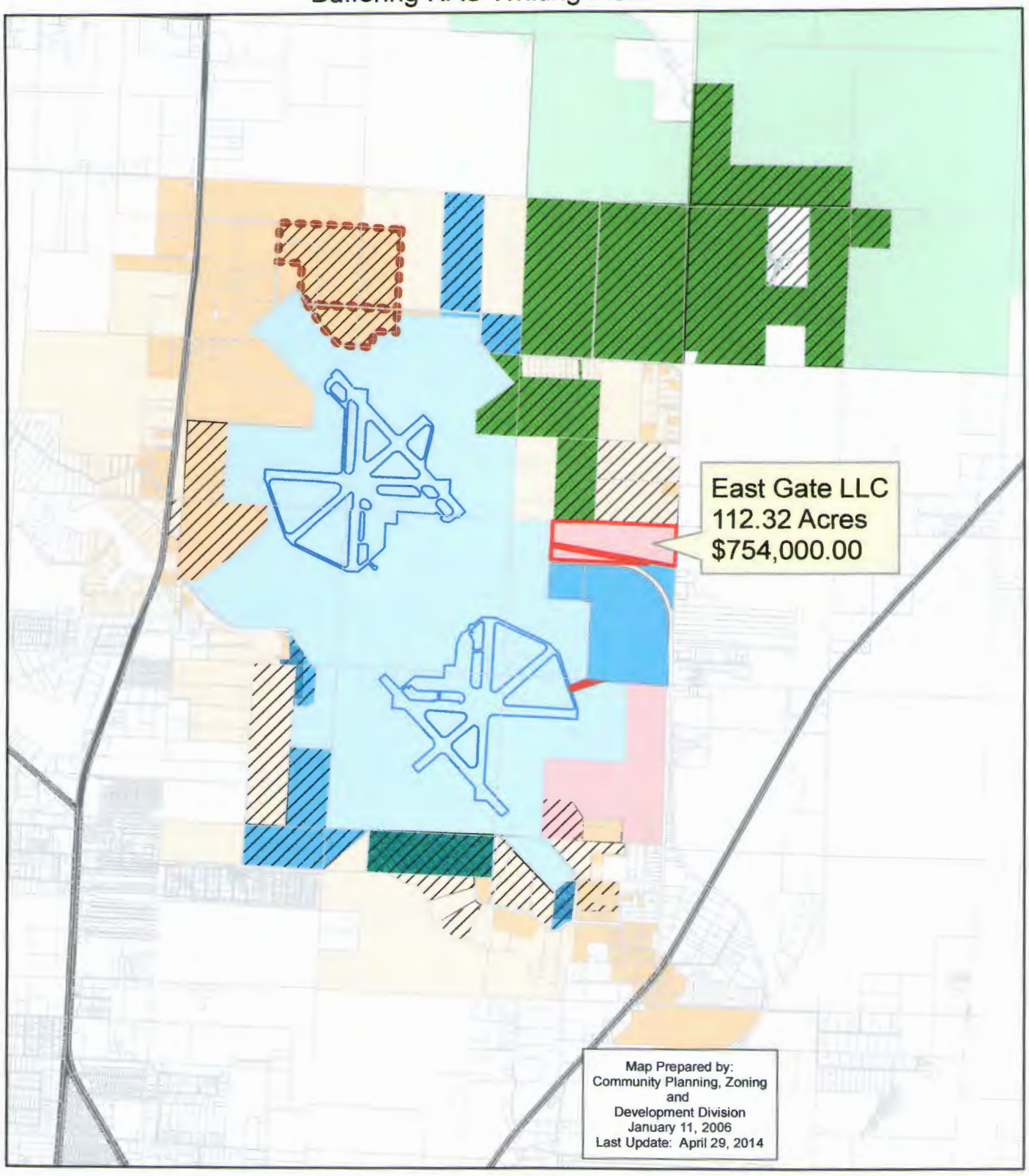
DATE: **April 29, 2014**

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

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

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

Acquisition of Property Interests on Parcels Buffering NAS Whiting Field



Legend

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

Acquistion Status

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

- Ag Easements Purchased
- Wolfe Creek Forest Proposal

Navy Restrictive Easement Agreement/Covenants

- Complete
- Pending

N W E S

Miles

0 0.5 1 2

Map Document: (C:\mav's-d-drive\mav\work\AngieJones\Restrictive Easement Acquisition April 2014.mxd)
4/29/2014 -- 3:30:38 PM

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

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

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

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

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

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

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

Applicant: [redacted], LLC

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

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

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

Existing Zone: Ag (Agriculture District)

Requested Zone: M2 (General Industrial District)

Current FLU: Industrial

Proposed FLU: No Change

Area size: 121.57 (+/-) acres

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

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

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

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

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

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

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

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

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

CONTRACT FOR SALE OF RESTRICTIVE EASEMENT

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

I. DESCRIPTION:

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

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

See Exhibit A attached hereto

II. PURCHASE PRICE: $754,000.00

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

III. TIME FOR ACCEPTANCE: EFFECTIVE DATE:

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

IV. CLOSING DATE:

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

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

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

VI. OTHER CONDITIONS:

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

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

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

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

_____
By: Chairman

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

EASTGATE, LLC

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

WITNESSES:

_____
Name: _____

_____
Name: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

N ½ of NE ¼ and NE ¼ of NW ¼ of Section 1, Township 2 North, Range 28 West, less and except the following described parcel to-wit: A strip of land lying 50 feet on either side of the following described center line: Beginning at a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 1, said point being 541.34 feet North, measured along said quarter quarter line from the Southeast corner of said Northwest Quarter of the Northwest Quarter; thence Southeasterly at an angle of 80 degrees 57'20" with said quarter quarter line 4047.2 feet to a point on the East line of said Section 1, and less and except any road right of way.

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

RESTRICTIVE EASEMENT

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

WITNESSETH:

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

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

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

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

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

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

EXHIBIT
B

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

1. **Purpose.** It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation.

2. **Definitions**. Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

   a. "Grantor" shall be defined as the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, or subsequent owners.

   b. "Grantee" shall be defined as the United States of America, acting by and through the Department of the Navy, designated as holder of this Easement, or upon any transfer of ownership of this Easement, then subsequently as its successors and assigns.

   c. "Aircraft" shall be defined as any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

3. **Rights of Grantee.** To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:

   a. To prohibit any development or use of the Property that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, and to require the removal of such non-complying development or uses of the Property pursuant to Section 7 below.

   b. To enter upon and over the Property in a reasonable manner and at reasonable times inorder to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

   c. To grant or assign this Easement on the Property to any federal agency or departmentof the United States of America without prior written approval from Grantor, provided

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

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

   a. Activities. All activities, development, or use of the Property that would encumber, impede, limit or otherwise be incompatible with the mission of the Installation.

   b. Human Habitation. Except for the rights reserved in Section 5 below, the Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, and tents.

   c. Setbacks. No structure, with the exception of fencing, may be located within 50 feet of the property line abutting the Installation.

   d. Height Restrictions. The erection, construction, installation, alteration or growing, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 50 feet above ground level (AGL) is prohibited. Upon prior notice to Grantor, Grantee, at Grantee's expense, reserves the right to enter upon the Property to cut down, top or trim and remove all trees, plants, vines, and vegetative growth not in conformance with the Height Restrictions of this Easement. At Grantor's cost and expense, and free from any consequential damages, Grantee may enter upon the Property to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, not in conformance with the Height Restrictions of this Easement which shall be erected, constructed or installed on the Property from and after the date of this Easement.

   e. Lighting. All lighting equipment installed or maintained on the Property, including streetlights, floodlights and searchlights, shall be positioned so that no light is emitted above the horizontal plane.

   f. Other Operational & Training Hazards. No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, ponds, (except as otherwise allowed hereunder), and mature crops left un-harvested, that may be dangerous for aircraft operating from the Installation. Commercial poultry enterprises are specifically prohibited.

   g. Construction. New construction of any structure or edifice, and any other additions to, or alterations of the Property are prohibited except as provided in Section 6 below.

   h. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited. A lease of a portion of the Property for an authorized use under this

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

i. Motorized Vehicles. The use of motorized vehicles by Grantor is prohibited, except for in support of the authorized uses of this Section and Section 5 below, for motorized emergency vehicles as needed, and for private non-commercial recreational use of all terrain vehicles.

j. Burning. Controlled burns for agricultural purposes, habitat improvement, and mitigation of fire hazards must be approved in writing by the Grantee prior to commencing said activities. The burning of reasonable amounts of yard debris is permitted without prior Grantee notification or approval.

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

a. Residential dwelling. One single-family, residential dwelling of no more than 4,000 heated square feet may be constructed on the Property at a location of Grantor's choice. A two-car garage may also be constructed. No other residential dwellings may be constructed on the Property.

b. Controlling predatory and problem animals. Controlled hunting and fishing may be permitted for the purpose of wildlife management. Exercise of this right must be made in coordination with the Grantee.

c. Fencing. Construction of fencing reasonably necessary for the permitted uses hereunder is compatible with this Easement.

d. Establishing retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. Grantor, in consultation with and with prior approval of the Grantee, will be permitted to create such storm water impoundments on the Property, provided they are not enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or operational hazard to the Installation, the Grantor, upon the request of the Grantee, shall modify the improvements to the extent required to ameliorate the training or operational hazard created. Such modification work shall be at the sole cost of the Grantor.

e. Agriculture and Farming. "Agriculture and farming" means all methods designed to produce and manage crops, and the farming activities of feeding and housing reasonable numbers of farm animals, such as cattle, goats, and horses, including, without limitation, the construction of new (and maintenance and restoration of existing) structures for the housing of farm animals or storage of farm equipment and not inconsistent with the other restrictions contained within this Easement (i.e. setbacks, height limits, lighting, etc.) or the Purpose of this Easement. Notwithstanding the right to construct such buildings, Grantor is subject to the notice of construction provisions set forth herein.

f. Passive Recreational Use. "Passive, recreational use" means all non-public recreational activities (such as but not limited to hiking, horseback riding, bird watching, fishing, hunting and camping limited to the personal use by Grantors, Grantors' family, guests and invitees), that require no surface alteration or other development of the land, and are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

g. Silviculture and Use of Natural Resources. "Silviculture and Use of Natural Resources" means all silvicultural and other exploitation of the Property's natural resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), mechanical and chemical site preparation, reforestation, and all other activities associated therewith provided such uses are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

h. Hunting. To the extent allowed by law, non-commercial hunting by Grantor, his family, and invitees on the Property is permitted.

i. Undeveloped land. Undeveloped or raw land, which is defined as land on which no improvements have been made; land in its natural state before grading, construction, subdivision, or the installation of utilities, is compatible.

6. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, Grantor will notify the

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

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

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

   a. Take necessary actions to correct the non-compliance and upon request by Grantee,Grantor shall reimburse Grantee for its reasonable costs incurred to correct the noncompliance; and/or

   b. Institute mediation or other alternative dispute resolution strategy that is agreed to bythe parties; or

   c. Institute suit to enjoin any breach or enforce any term by injunction.

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

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

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

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

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

To Grantor:

To Grantee:	Santa Rosa County Administrative Office 6495 Caroline Street Milton, Florida 32570 Attn: Chairman, Board of County Commissioners
To United States of America:	Department of the Navy Naval Facilities Engineering Command Southeast Attn: Real Estate Business Line P.O. Box 30, Building 903 (OPG4) Jacksonville, FL 32212-0030
Copy to:	Commanding Officer Naval Air Station Whiting Field Milton, FL _____

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

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

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

WITNESSES

_____

_____
(Print Name)

_____

_____
(Print Name)

GRANTOR

_____

_____

STATE OF FLORIDA)
COUNTY OF SANTA ROSA)

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

_____

Notary Public

My Commission expires: _____

Exhibit "A" Property Description

COASTAL CONCESSIONS

February 15, 2015

BUSINESS PLAN

TO: Santa Rosa County

FROM: TC's Coastal Pier, LLC
33 Hoffman Drive
Gulf Breeze, Florida 32561

SUBJECT: Business Plan, 2014

TC's Coastal Pier would like to express our appreciation for the opportunity to manage the Navarre Beach Pier. We also understand with this opportunity comes great responsibility. As we all know, we did not inherit the proposed turn-key operation. Because of this we had to do adapt and overcome. This is something we are very skilled at doing, however. Our main objective for our first year operations is pretty simple and we have to re-build and focus on getting open. Below is our plan with our 2014 goals.

1) Pier Operations:

Navarre Beach Fishing Pier never closed. We were open at 4:45am New Year's Day. Our goal this year is to observe and research the local fisherman's and tourist's needs and wants. We have purchased a separate point of sale system for Santa Rosa County so funds will not be intermingled. We will add benches as well as increase the amount of trash receptacles on the pier in the coming weeks. Annual passes will be purchased in the store and be made by the County. Fishing tournaments and special events will be approved by the County.

2) Beach Store:

After moving in and assessing the damage our goal was to start an intense and deep clean to include getting rid of a huge rodent problem, and trouble shoot the electrical, plumbing, sewer, and communication lines. Unfortunately, what we inherited was worse than we or anybody could imagine. We are in the process of rehabbing all utilities and bring what we can up to code. Our first year plan is to clean and organize and make the store aesthetically pleasing and inviting to the eye.

COASTAL CONCESSIONS

Before

After

3) Food:

We currently offer Deli style sandwiches, wraps, salads (pasta, potato and garden), fried chicken, and fresh fruit. During the weekends we will be offering grilled hotdogs, hamburgers, and BBQ. RJB of NW FL plans on opening our full-service kitchen by summer. Our stage area will be moved from the southwest area of the deck to a smaller stage area on the northwest area next to the store. This will help eliminate more sound from traveling to our condo neighbors, as well as increase seating and open up the view of the sunset.

BEFORE

AFTER

COASTAL CONCESSIONS

4) Beverage

Coastal Concessions' bar operations was named Lagerheads on the Gulf. We serve wine and beer to include local drafts. Our goal for Lagerheads is to transform the stigma of a local watering hole to a family-friendly environment where you can quietly enjoy a glass of wine while watching the sunset.

Lagerheads ON THE GULF

5) Rentals

Our rental operation will start to come to fruition during Memorial Day Weekend. We will offer paddleboards, umbrella, and chair rentals followed by bike and kayak rentals. We currently rent fishing rod and reels.

4

AGREEMENT

SANTA ROSA COUNTY ("County") and **KAREN HARRELL,** ("Contractor") enter into this Agreement this day of __day of _____ , 2014

A. This Agreement shall be for the period of May 1, 2014 through Nov. 1, 2014, for Beaches to Woodlands Event Coordinator Services for the County as follows:

1. Contractor will be required to provide services in Santa Rosa County as set out in the Request for Proposals attached along with Contractor's Proposal as Exhibit A.

2. Payment shall be in the amount $15,000 payable in monthly amounts of two thousand one hundred forty-three and 00/100 Dollars ($2,143.00) per month at the beginning of each month, commencing on May 1, 2014. The final payment of $2,142.00 shall not be paid until final completion of the project.

3. Either party may terminate this agreement without cause upon giving sixty (60) days written notice. Contractor will be paid for all work performed prior to termination.

4. Contractor agrees to indemnify and hold harmless County, its agents, officials, and employees for any and all claims, suits and damages arising out of the operation of this contract.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

SANTA ROSA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

_____
Clerk or Deputy Clerk

CONTRACTOR: KAREN HARRELL

By: _____

WITNESSES:

_____

_____

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
COMPUTER/GIS DEPARTMENT

GIS/ Mapping/Software/Web Support/Network/Hardware Support Team

Aleta Floyd, IS/GIS Director
Val Jarvis, IS/GIS Supervisor
Adrian Lowndes, DB Adm/Network Supervisor
Katrina Penton, Corey Adkinson, Pat Stockett, Brandon Knuth, Ron Strickland

---

TO: Hunter Walker, Jayne Bell

FROM: Aleta Floyd

DATE: April 30, 2014

SUBJECT: Websense Internet Security System Renewal

The county's Websense Internet Security System three year subscription expires in a month. The attached quote covers another 3 year renewal and the upgraded system includes many new features that is mission critical essential with today's daily and more sophisticated web threats.
The main new feature includes real time security and defense with forensic reporting in order to be pro-active with attacks. The 475 count of licenses includes 150 for the libraries and the customers using the public library computers, 250 for all county departments, and 75 for the Emergency Management Office/EOC.
We recommend renewal subscription in order to maintain continuity with the web security system that has been in place for the last 8 years with SHI as the Websense State of Florida contractor for the three year subscription - $31,446.04.

Thank you.

Computer/GIS Department, 6495 Caroline St, Suite L, Milton, FL 32570
(850-983-1840 Voice ♦ 850-983-1861 Fax) ♦ http://www.santarosa.fl.gov

Hunter Walker

From: Angie Jones
Sent: Tuesday, April 29, 2014 11:27 AM
To: Hunter Walker
Subject: agenda item

I may have an additional agenda item: A request from Charles Liberis for an amended/corrective lease agreement. I'm working with him on it and will let you know.

AJJ

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

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

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

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

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

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

MEMORANDUM

TO: **BOARD OF COUNTY COMMISSIONERS**

CC: **HUNTER WALKER**

FROM: **ANGIE JONES**

DATE: **April 29, 2014**

RE: **REQUEST FOR CORRECTIVE AGREEMENT**

Charles Liberis contacted me requesting as amended agreement for property located on Navarre Beach (parcel id no: 28-2S-26-0000-01800-0000). His original agreement from 1981 was recorded without the inclusion of a certain "Schedule 1," which was supposed to be a sketch of the leasehold property. He now requests a new document which corrects this recording error, and which also includes a legal description (not just a sketch) of at least a portion of the property. I propose the attached corrective instrument which makes no changes to the terms of the agreement.

LIBERIS LAW FIRM

Benjamin L. Alexander
Richard M. Beckish, Jr.*
Charles S. Liberis

*Also Admitted to Alabama

RECEIVED 3/28/14

March 27, 2014

Angela Jones, Esquire
County Attorney
Santa Rosa County
6495 Caroline St., STE M
Milton, FL 32570

Dear Angela,

Enclosed please find an Amendment to Agreement to Lease Real Property and Settle Dispute regarding 10 acres that I own on Navarre Beach, Florida.

When the original document, dated December 10, 1981, was recorded the legal description was omitted as an exhibit. This amendment serves to correct that omission by attaching the exhibit and legal description.

Please have it submitted for consideration and execution and return to me. Please feel free to call me should you have questions.

Very truly yours,

Charles S. Liberis

CSL/kab

CC: J. Keener
M. Brinton
E. Hedrick, III, Esquire

PENSACOLA (reply here)
212 West Intendencia Street
Pensacola, FL 32502
(850) 438-9647 Fax (850) 433-5409

www.liberislaw.com

PERDIDO KEY
13700 Perdido Key Dr., Suite 223
Pensacola, FL 32507
(850) 492-2109

CORRECTIVE AGREEMENT TO LEASE REAL PROPERTY AND SETTLE DISPUTE

THIS CORRECTIVE AGREEMENT TO LEASE REAL PROPERTY AND SETTLE DISPUTE (hereinafter "Agreement") is made and entered into this _____ day of _____, 2014, by and between BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA ("LESSOR") and CHARLES S. LIBERIS ("LESSEE").

WHEREAS, LESSOR and LESSEE entered into that certain Agreement to Lease Real Property and Settle Dispute (the "Lease") dated December 10, 1981, and recorded in Official Records Book 1612, Page 830 of the Public Records of Escambia County relating to certain real property as is further described therein (the "Property"); and

WHEREAS, the Lease describes the Property as Parcels VI, VII, VIII, IX and X as set forth on Schedule 1 attached thereto, but Schedule 1 appears to have been mistakenly omitted from the Lease; and

WHEREAS, LESSOR and LESSEE intended for Schedule 1 to be the same as Schedule 1 to that certain Option and Development Agreement Between Santa Rosa County Beach Administration and Leonard Kaplan, Trustee, recorded in Official Records Book 753, Page 961 of the Public Records of Escambia County, Florida and in Official Records Book 297, Page 457 of the Public Records of Santa Rosa County, and assigned to LESSEE in that certain Assignment of Options and Development Agreement and Condominium Lease recorded in Official Records 437, Page 19 of the Public Records of Santa Rosa County and in Official Records Book 1202, Page 305 of the Public Records of Escambia County, a copy of which Schedule 1 is attached hereto; and

WHEREAS, the sole purpose of this Corrective Agreement is for the inclusion of the omitted Schedule 1 and to provide a legal description for the property contained therein; and

WHEREAS, LESSOR and LESSEE acknowledge that the legal description attached hereto as Exhibit "A" forms a part of the Property described in Schedule 1 (namely, that area denoted as "VI"); and

WHEREAS, LESSOR and LESSEE desire to correct the Lease as set forth below to add Schedule 1.

1. The recitals set forth above are true and correct and are incorporated herein by this reference. Unless otherwise set forth herein, all capitalized terms shall have the same meaning as set forth in the Lease.

2. The Schedule 1 attached hereto is hereby added to the Lease, nunc pro tunc, and the parties acknowledge and confirm that it is and has always been the Schedule 1 referenced

therein, and that the real property described in Exhibit "A" attached hereto is included within, and describes a portion of, the real property set forth in Schedule 1 which is subject to the Lease.

3. Except as provided herein, the Lease remains unchanged.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears hereon, and all of which shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties. Each of the parties hereto has the right to rely on a facsimile signature from the other party, the same as having received an original counterpart.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals as on the day and year first above written.

Signed, sealed and in the presence of: "LESSEE"

_____ _____

Printed Name: _____ CHARLES S. LIBERIS

_____

Printed Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Charles S. Liberis, Jr., a/k/a Charles S. Liberis, who is personally known to me.

_____

Notary Public

_____

(Printed Name of Notary Public)

My Commission Expires:_____

"LESSOR"

SANTA ROSA COUNTY, a political subdivision of the State of Florida

By: _____
Jim Melvin, as Chairman of the Santa Rosa County Board of County Commissioners

_____
Printed Name: _____

_____
Printed Name: _____

ATTEST:

By:_____
DONALD C. SPENCER, Santa Rosa County Clerk of Court
Date: _____

OFFREC BOOK 753 PAGE 970

OR BOOK 2397 PAGE 469 Schedule 1

SANTA ROSA COUNTY, FLA.

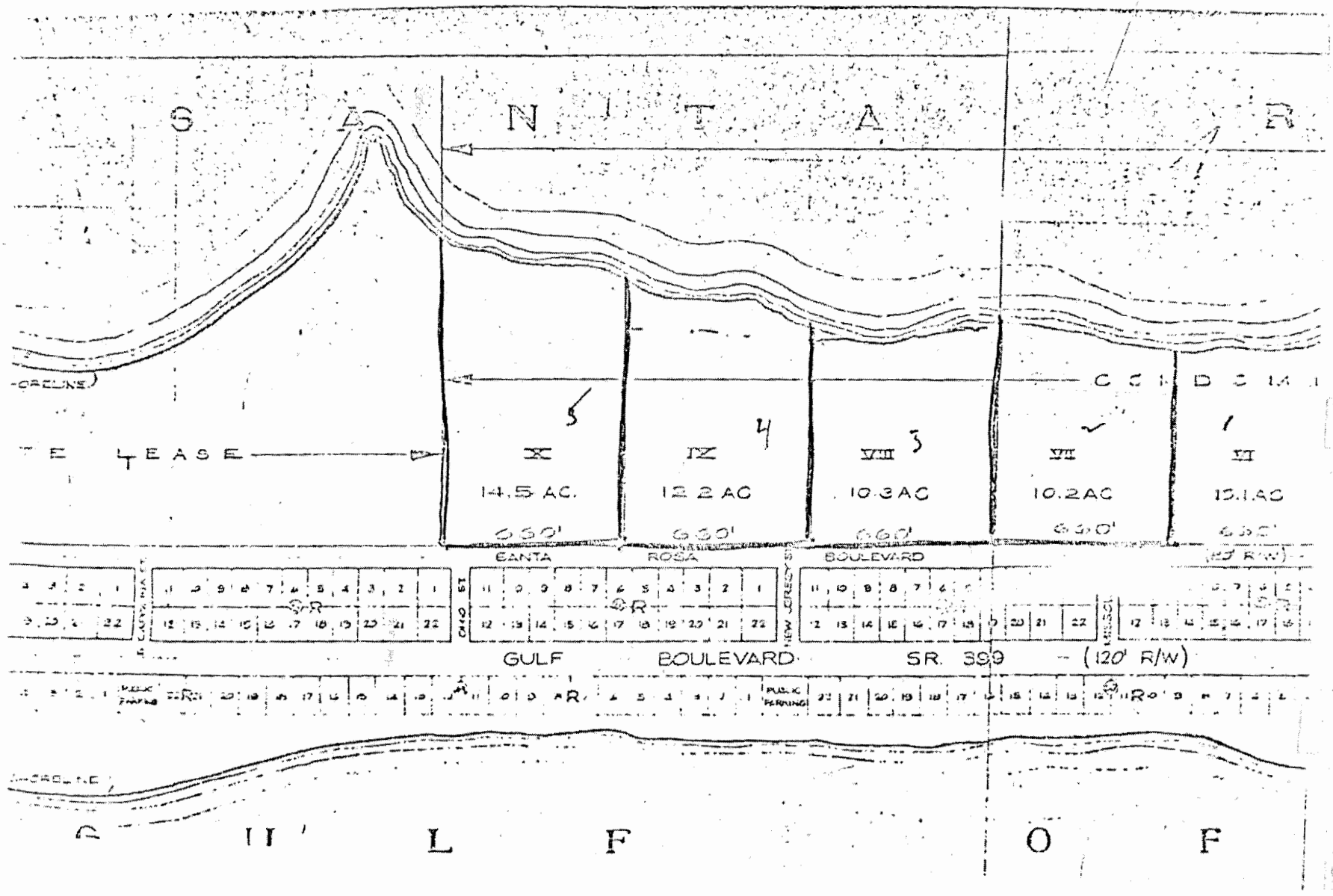


EXHIBIT "A'

LEGAL DESCRIPTION

A PARCEL OF LAND IN SANTA ROSA COUNTY, FLORIDA, FORMERLY LYING IN ESCAMBIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 45, NAVARRE BEACH, RESIDENTIAL SECTION 1, AS RECORDED IN PLAT BOOK "B" AT PAGES 90, 91 & 92 OF THE RECORDS OF SANTA ROSA COUNTY, FLORIDA, AND PLAT BOOK 5 AT PAGE 91 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GULF BOULEVARD (120' R/W) AND THE EAST RIGHT-OF-WAY LINE OF OHIO STREET (66' R/W) , THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF GULF BOULEVARD FOR A DISTANCE OF 66.00 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF OHIO STREET, THENCE NORTHERLY THROUGH AN INTERIOR ANGLE OF 90° 00, ALONG THE WEST RIGHT-OF-WAY LINE OF OHIO STREET, FOR A DISTANCE OF 316.00 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY LINE OF SANTA ROSA BOULEVARD (66' R/W), THENCE EASTERLY THROUGH AN INTERIOR ANGLE OF 90° 00' (ALONG THE NORTH RIGHT-OF-WAY LINE SANTA ROSA BOULEVARD) FOR A DISTANCE OF 3300.00 FEET TO A CONCRETE MONUMENT, THENCE NORTHERLY THROUGH AN INTERIOR ANGLE OF 90° 00' FOR A DISTANCE OF 701.23 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE NORTHERLY ALONG SAID LINE 15 FEET (MORE OR LESS) TO THE SHORELINE OF SANTA ROSA SOUND FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LINE LAST TRAVERSED FOR A DISTANCE OF 15 FEET (MORE OR LESS) TO THE SAID CONCRETE MONUMENT, THENCE CONTINUE SOUTHERLY ALONG THE SAID LINE FOR A DISTANCE OF 701.23 FEET TO A CONCRETE MONUMENT, THENCE WESTERLY THROUGH AN INTERIOR ANGLE OF 90° 00' ALONG THE NORTH RIGHT-OF-WAY LINE OF SANTA ROSA BOULEVARD FOR A DISTANCE OF 660.00 FEET TO A CONCRETE MONUMENT, THENCE NORTHERLY THROUGH AN INTERIOR ANGLE OF 90° 00' FOR A DISTANCE OF 553.64 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE NORTHERLY ALONG SAID LINE FOR A DISTANCE OF 20 FEET (MORE OR LESS) TO THE SHORELINE OF SANTA ROSA SOUND, THENCE MEANDER EASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 690 FEET (MORE OR LESS) TO THE POINT OF BEGINNING.

No support documentation for this agenda item.

This **Professional Services Agreement** ("Agreement") is dated July 2, 2013, by and between **Tidal Basin Government Consulting, LLC** ("Consultant"), with offices at **300 N. Washington Street, Suite 505, Alexandria, VA 22314** and the undersigned **Santa Rosa County** (referred to herein as the "Client") **6495 Caroline Street, Suite M, Milton, Florida 32570.** In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for three (3) years from the date of full execution hereof and shall automatically renew for successive one (1) year periods at the end of each prior term unless one party notifies the other party in writing prior to the expiration of the then current term of its intent not to renew the Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written task order executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

7. PAYMENT

Client shall pay Consultant for services furnished Agreement upon submission of monthly invoices in an a to actual hours of services furnished multiplied by the attached as Exhibit B. Client shall pay Consultant with days of receipt of invoices less any disputed amoun disputes any portion of the invoice, the undisputed po paid and Consultant will be notified in writing, within t of receipt of the invoice of the exceptions taken. Co Client will attempt to resolve the payment dispute with days or the matter may be submitted to arbitration as pro Additional charges for interest shall become due and pay of one and one-half percent (1-1/2%) per month (or tl percentage allowed by law) on the unpaid, undispu amounts. Any interest charges due from Client on past are outside any amounts otherwise due under this A Client fails to pay undisputed invoiced amounts withi days after delivery of invoice, Consultant, at its sole dis suspend services hereunder or may initiate collections including mandatory binding arbitration, without in liability or waiving any right established hereunder or by

8. INDEMNITY

To the extent permitted by law, Consultant agrees tc defend and hold harmless Client from and against any damage, claim or liability (including, without limitatio attorney's fees) incurred by or imposed on the Client by in connection with the appointment of Consultant to Scope of Services under this Agreement; provided, h Consultant shall not, and shall not be obligated to, indem or hold harmless Client from or against any loss to the e: arises from the gross negligence or willful misconduct c Upon notice from Client of any action or proceeding s indemnification in this section, Consultant agrees to defe: in the action or proceeding.

9. INSURANCE

Consultant shall maintain insurance with the followi coverage and minimum limits and upon request, insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000
Commercial General Liability:	$1,000,000 pe $1,000,000 ag
Comprehensive General Automobile:	$1,000,000 co single limit
Professional Liability:	$1,000,000 pe in the aggregat

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. $150,000.00), whichever is greater.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate performance under this Agreement, may, if cure of the commenced and diligently continued, terminate this A suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflict under this Agreement in a fair and reasonable manner

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governmen governmental agencies utilize this contract by ente Cooperative Purchasing Agreement to the extent permis and state law. The Cooperative Purchasing Agreement that any modifications or changes to this document contract(s) including but not limited to Consultant r scope, or price shall be submitted to Client in writing fo and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to th Client and Consultant and their respective successors Neither party may assign its rights or obligations hereu the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to b be deemed to have been duly given if in writing a personally or five (5) days after mailing by first-class, certified mail, return receipt requested, postage prepaid a as follows:

Client:	Santa Rosa County
Attention:	Hunter Walker
Address:	6495 Caroline Street, Suite M
	Milton, Florida 32570
Consultant:	Tidal Basin Govern Consulting, LLC
Attention:	Daniel Craig
Address:	300 N. Washington Street
	Suite 505
	Alexandria, VA 22314

20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representativ

SANTA ROSA COUNTY

By:
As its: Chairman
Date: BCC approved May 23, 2013

Tidal Basin Government Consulting, LLC

By: DANIEL A. GRAIL
As its: PRESIDENT
Date: JULY 2, 2013

Attest:
Clerk of Court

CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

SCHEDULE A – "Scope of Work"

I. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the Board, the consultant shall provide:

a. Preliminary Damage Assessment (PDA)
b. Direct Administrative Cost Assistance
c. Small PW Development
d. Large PW Preparation
e. Alternate and Improved Project Funding Consultation
f. Hazard Mitigation Funding Support
g. Special Consideration Assistance
h. Grant Administration/Financial Reconciliation Services
i. Interim Project Inspections
j. Final Project Inspections
k. Data Collection and Dissemination
l. Financial Compliance Review
m. Insurance evaluation, documentation adjusting and settlement services;
n. Project Scope Development
o. Project Cost Estimation and Documentation
p. Project Payment Requests
q. Management – Project Cost Reconciliations
r. Evaluating/Estimating Cost Overruns
s. Preparing PW Versions for Cost Adjustments
t. Grant Closeout Services
u. Audit Assistance/Defense
v. Appeals Development

II. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the Board, the Consultant may provide:

a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project m environmental review and staff augmentation.
c. Project management to include the formulation and management of permanent work projects, task force management, and Com Boards and Panels.
d. Technical support and assistance in developing public information.
e. Other training and assistance as requested by the Board.
f. Other reports and data as required by the Board.
g. Other emergency management and consulting services identified and required by the Board.

SCHEDULE B – "Fee Structure"

The hourly rates do not include expenses to be paid separately for travel, per diem, direct project costs and approved costs.

Grant Application, Administration and Management Services Positions and Hourly Rates

Senior Program Manager	$155.00
Program Manager	$145.00
Senior Damage Assessment Estimator	$125.00
Damage Assessment Estimator	$115.00
Senior Grant Management Specialist	$120.00
Grant Management Specialist	$110.00
Senior Engineer/Planner/Analyst	$140.00
Engineer/Planer/Specialist	$120.00
Administrative Assistant	$70.00
Principle in Charge	$195.00

Any position rate not listed above will be bilaterally negotiated between client and consultant and must contain signature approval of both parties

SCHEDULE C – "Technical Approach from RFP Response"

4. Technical Approach

The TBGC technical approach is based upon:

- Past Work Experience as Director of Recovery for FEMA
- Local knowledge of Sant Rosa County's infrastruct
- Successful results with similar projects

Our management approach and methodology is designed to provide proactive and responsive service and blends experienced personnel with tools and systems and a corporate commitment to quality, as discussed below. As this project unfolds, priorities will change, new policy decisions will be made, and new issues will surface. Because we have supported recovery, PA grant and financial management, grant closeout and audit processes, we are accustomed to shifting operations and priorities. To ensure we are able to adapt, our management approach is focused on assigning the right staff to the right positions and providing individuals with the tools, resources, and corporate authority to meet Santa Rosa County's specific needs. In having a corporate President serve as our Officer in C can shift and re-allocate resources without internal entanglements. Having an experienced on site senior proje manager familiar with FEMA PA and programmatic reconciliation will allow us to anticipate needs and address before they become problems. Using our established quality assurance protocols, protocols imbedded at the s each activity, will increase the quality and timely delivery of final products and effective services.

TBGC has the systems and tools in place to manage the work being performed by this project. The Project Man work closely with the project specialists to ensure delivery of products based on the requirements established Rosa County's Project Manager(s). Each project specialist will be responsible for managing the implementatior through close oversight by the project manager. The Project Manager will work closely with our Contracts Adn to monitor financial and cost data and can provide information to Santa Rosa County's COTR on a quick-turnar basis, as needed. Finally, we have automated our delivery tracking system. All deliverables are maintained in management system database, which enables us to track progress, milestones, and schedules. The project ma ensure effective, timely, and cost-effective support to Santa Rosa County throughout the period of performanc project. Specifically, in accordance with proper contract implementation, the project manager will ensure effe management of the resources and deliverables required by Santa Rosa County. The tools and processes for ou management approach are presented in Exhibit 4.1.

EXHIBIT 4.1: SUCCESSFUL COMMUNICATION PROTOCOLS AND TOOLS FOR SANTA ROSA COUNTY	
TOOLS	PURPOSE
Kick-off Meeting with TBGC and Santa Rosa County	As a first step, TBGC will meet with Santa Rosa County staff to discuss details of scope, level of effort, schedule, and potential issues as well as to gather information on existing plans on the affected areas.
Work Plan	At the outset of a project and after consulting with Santa Rosa County, our PM, will develop the Project Work Plan. The purpose of the document is to describe scope, staff assignments, in-depth project schedule, administrative procedures and client contacts, reference documents, and QA/QC procedures. The Work Plan will be constantly updated as the project progresses.
Regularly Scheduled Project Meetings	Task Leaders and staff interact on a daily basis and meet formally not less than weekly to discuss progress, plan and coordinate activities and next steps, raise any potential problems or issues, and discuss potential options and solutions.
Quality Assurance	Central to the QA/QC program is continual involvement by the PM to ensure quality work and adherence to the intent of the Project Memorandum. Confirmation of the process is assured by periodic independent auditing of the work at key milestones.
Addressing Issues	All staff is trained to report issues to project management. Initial issue evaluation is conducted by the PM. If the issue cannot be resolved, the PM will coordinate with Santa Rosa County to discuss options and solutions. Open and honest communication is critical with the client is critical to Santa Rosa County understanding their options and our advice for resolving issues.
Regular Updates to Santa Rosa County Staff	Task leaders will maintain close contact with Santa Rosa County on a regular basis to report status on scheduled technical assistance sessions, share information, and to learn of any new developments. The conferences are held routinely, on an agreed-upon frequency, to receive feedback and discuss any issues.
Monthly Progress Reports	Technical progress and financial status will be formally communicated to Santa Rosa County in monthly progress reports that describe activities accomplished; status of completion of the various project activities, indicating whether due dates will be met and any issues impacting the projects. All activities are summarized monthly in the form of written monthly progress reports that accompany the monthly invoice.
Progress Tracking System and Matrix	A Progress Tracking System and Matrix will be developed in order to track progress for each project and in order to submit documentation to Santa Rosa County staff.
Deliverables	Copies of all deliverables created or revised, as part of project activities, will be submitted to Santa Rosa County staff at key points in their development and as they are finalized. Additional information needed by Santa Rosa County in order to submit quarterly progress reports will also be provided in time for preparation of those reports.

TBGC provides access to a deep bench of specialists and experts on all aspects of FEMA's laws, programs, polic regulations related to disaster management, response, recovery, and mitigation requirements. Our specialists proficient in disaster programs at other Federal agencies and departments, including the U.S. Army Corps of Er (USACE), the Department of Housing and Urban Development (HUD) and the Federal Highway Administration (Our project approach to providing disaster recovery consulting is to assign a designated program manager that provide day-to-day access to our team of specialists. Since the scope of potential requirements is broad, our a will be to conduct an initial kick-off meeting with Santa Rosa County management and personnel that have responsibilities in disaster recovery to identify immediate, intermediate and long term requirements. We will schedules, priorities, desired outcomes, specific products and services, preferred methods for formal and infor communications, quality expectations and other related matters to ensure that all parties reach agreement in t expectations, goals, objectives and outcomes. We will document the agreements reached at this initial meetin project work plan. The work plan will then form the "road map" for TBGC support for this project. Specifically, plan will document methods, staffing schedules, relating to:

- Consulting and professional services related to damage assessments, reimbursement under FEMA PA; removal monitoring; project management; contract management (e.g., debris removal contractors); co estimation and engineering support; financial and grant management; and audit services;
- Staffing to work with insurance companies on identifying insurance losses and maximizing reimbursem FEMA-eligible losses;
- Serving as the Agent for Santa Rosa County and represent the County as requested by government age dealing with FEMA and other Federal Agencies at local, regional, and headquarters levels;
- Providing advice and insights on legal, regulatory, policy and related programmatic guidance governing relating to PA training classes to Santa Rosa County staff as requested;
- Providing for and coordinate the tracking of all time and tasks in order to maximize direct managemen under FEMA PA policy 9525.9 and the DCAA audit system;
- Assisting in identifying, collecting, reproducing; and arranging necessary documentation for FEMA PA reimbursement and for all applicable Federal and State grant programs relating to emergency manage
- Assessing and identifying mitigation opportunities and assisting in the development of grant applicatio
- Advising Santa Rosa County on all other applicable FEMA programs, including housing, Individual Assist long-term recovery programs, response, mitigation and assistance from other Federal Agencies.

TBGC recommends holding monthly In Process Review (IPR) meetings with the Santa Rosa County's COTR and c identified contract and technical staff to identify and schedule activities, priorities and deliverables. At these m we will discuss any issues or challenges that arise and present options for addressing those challenges before tl become problems. As requirements are identified and defined by Santa Rosa County, TBGC will present tailore methodologies and approaches for addressing specific subtask areas prior to initiating work under those subtas ensure that Santa Rosa County understands and approves of the actions undertaken. As may be required on sp deliverables, we will present initial outlines and drafts for review before expending resources on full developm may include, as examples, research, analysis, evaluation, meetings, negotiations, etc.

As noted above, specific deliverables will be defined and mutually agreed to during the initial kick-off meeting subsequent IPR meetings and will be documented in subsequent revisions to the Work Plan and in monthly prc reports.

9

ORDINANCE NO. 2014 - ____

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING ORDINANCE 2006-38 AS AMENDED, SECTION 1; PROVIDING FOR THE ESTABLISHMENT OF BOARDS OF ADJUSTMENT AND APPEAL, ESTABLISHMENT AND APPOINTMENT OF MEMBERS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 1 of Ordinance 2006-38 is amended to read as follows: (Language added is printed in type which is **bold underline** type, and language deleted is printed in ~~struck through~~ type.)

SECTION 1. BOARDS OF ADJUSTMENT AND APPEALS, ESTABLISHMENT AND APPOINTMENT OF MEMBERS. There are hereby established the following boards:

Building Code Board of Adjustments and Appeals
Electrical Board of Adjustments and Appeals

The Building Code Board of Adjustment and Appeals shall consist of seven (7) members as follows: two (2) members shall be either a general, building or residential contractor or combination thereof; one (1) member shall be a mechanical contractor or air conditioning contractor; one (1) member shall be a plumbing contractor; and, three (3) members shall be consumer members who are not, nor have never been a member or practitioner of a profession regulated by the board or a member of any closely related profession.

The Electrical Board of Adjustments and Appeals shall consist of five (5) members as follows: four (4) electrical contractors and one (1) consumer member who has not nor has never been a member or practitioner of a profession regulated by the board or a member of any closely related profession.

Members of both the Building Code Board of Adjustment and Appeals and the Electrical Board of Adjustment and Appeals shall be residents of Santa Rosa County appointed by the Board of County Commissioners. Members of the boards shall serve terms of four years and shall be staggered so that terms of some members expire each year. Any member appointed to either of these boards may be removed at any time by a majority vote of the Board of County Commissioners.

Any Board member who is absent from three (3) consecutive meetings shall be subject to replacement by the appointing authority.

~~There are hereby established the following boards which shall each consist of five (5) members to be appointed by the Board of County Commissioners. Each County Commissioner shall appoint one (1) member to each board for a term concurrent with that being served by the County Commissioner. Said appointments shall be subject to approval by the entire Board of County Commissioners. Any member appointed to the Boards may be removed at any time by a majority vote of the Board of County Commissioners.~~

~~Building Board of Adjustments and Appeals~~
~~Electrical Board of Adjustments and Appeals~~
~~Plumbing Board of Adjustments and Appeals~~
~~Mechanical Board of Adjustments and Appeals~~

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

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

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

_____
Clerk of Court

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

_____
Donald C. Spencer, Clerk of Court

NOTICE OF PUBLIC HEARING

WHEREAS, Edwin A. Eddy, City Manager for the City of Gulf Breeze, has petitioned to vacate, abandon, discontinue and renounce any interest and right of the public in and to the following described property to wit:

Circle Lane north of Maplewood Drive between Block 17 Lot 18 and Block 9 Lot 1 in the 5th Addition to Santa Rosa Shores Subdivision as recorded in P.B. "B" PG. 105 of the public records of Santa Rosa County, Florida.

AND WHEREAS, a time and date has been established for a public hearing for the Board of County Commissioners to consider the advisability of exercising its authority pursuant to Chapter 336 of the general statutes of Florida to vacate, abandon, discontinue, renounce and disclaim any right or interest of the public in and to the above described property.

NOW THEREFORE, all interested persons and the public generally are directed that a public hearing upon the above mentioned Petition, shall be held by the Board of County Commissioners of Santa Rosa County, Florida, in the Commissioners Meeting Room in the Santa Rosa County Administrative Center located at 6495 Caroline Street, Milton, Florida on the 8th day of May, 2014, at the hour of 9:30 a.m. cst/cdst, or as soon thereafter as the matter can be considered.

All interested parties should take notice that if they decide to appeal any decision made by the Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of proceedings they are appealing exists and for such purpose they will need to insure that a verbatim record of the proceedings is made, which record shall include the testimony and the evidence upon which their appeal is to be based. Interested parties may appear at the meeting and be heard with respect to this matter.

If you wish to comment on the matter and are unable to attend the meeting, you may register your comments in writing to Santa Rosa County, Administrative Services Department, 6495 Caroline Street, Suite J, Milton, Florida 32570, Attention: Tammy Simmons. They will be considered just the same as if you were present. If you have questions, you may direct them in writing to the above address or call Rebecca Welch at (850) 983-1940.

If you are a person with a disability who needs any accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact Emily Spencer at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public hearing.

GENERAL NOTES:

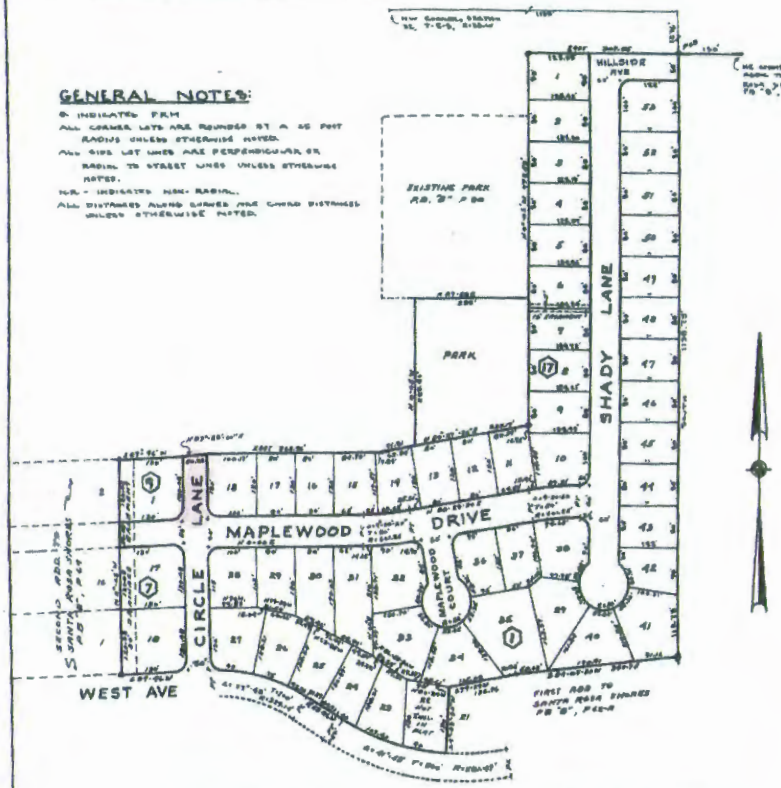
⊕ INDICATES FRM

ALL CORNER LOTS ARE ROUNDED AT A 25 FOOT RADIUS UNLESS OTHERWISE NOTED.

ALL SIDE LOT LINES ARE PERPENDICULAR OR RADIAL TO STREET LINES UNLESS OTHERWISE NOTED.

N.R. - INDICATES NON-RADIAL.

ALL DISTANCES ALONG CURVES ARE CHORD DISTANCES UNLESS OTHERWISE NOTED.



FIFTH ADDITION to SANTA ROSA SHORES

A PORTION OF SECTION 32, T-2-S, R-28-W
SANTA ROSA COUNTY, FLORIDA

JULY, 1962

SCALE: 1"=100'

THOMAS F. BENSON
CIVIL ENGINEER & SURVEYOR
PENSACOLA FLORIDA

GRAPHIC SCALE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE BARBA INVESTMENT COMPANY, A CORPORATION, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN, DO HEREBY ADOPT AND APPROVE THIS PLAT AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS INDICATED HEREON.

IN WITNESS OF THESE PRESENTS AND EXECUTED ON THIS 13 DAY OF August, 1962.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

BARBA INVESTMENT COMPANY

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED THOMAS A. BARBA AND T. A. BARBA, JR., KNOWN TO ME TO BE PRESIDENT AND SECRETARY RESPECTIVELY OF THE BARBA INVESTMENT COMPANY AND THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THAT THEY AS SAID OFFICERS EXECUTED THE SAME FOR AND IN BEHALF OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS 15TH DAY OF August, 1962.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES May 18, 1964

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE LAND SHOWN AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS (PRM) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 177.091 OF THE 1960 ACTS OF THE LEGISLATURE OF FLORIDA), THAT THE MAP AND SURVEY ARE CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

REGISTERED FLORIDA SURVEYOR

COMMISSIONER'S APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA AND WAS APPROVED BY THEM FOR PLACING IN THE PUBLIC RECORDS OF SAID COUNTY, DONE AT A MEETING OF SAID BOARD ON THE 14 DAY OF August, 1962.

COUNTY CLERK
SANTA ROSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE

I, RAY C. HELMS, CLERK OF THE CIRCUIT COURT OF SANTA ROSA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177.091 OF THE 1960 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK 6 OF SAID COUNTY AT PAGE 105 ON THE 16 DAY OF August, 1962.

CLERK OF THE CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE FIRST ADDITION TO SANTA ROSA SHORES ACCORDING TO THE PLAT RECORDED IN PLAT BOOK "5" AT PAGE 64-A OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE RUN NORTH 90° WEST ALONG THE NORTH LINE OF SAID SUBDIVISION FOR 1969 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 0°-00' EAST ALONG THE WEST LINE OF BLOCK 1 OF SAID SUBDIVISION FOR 1105.75 FEET; THENCE RUN SOUTH 84°-27'-30" WEST ALONG THE NORTH LINE OF SAID BLOCK 1 FOR 240.75 FEET; THENCE RUN SOUTH 77°-07' WEST ALONG THE NORTH LINE OF SAID BLOCK 1 FOR 154.75 FEET TO THE NORTHWEST CORNER OF LOT 21, BLOCK 1 OF SAID SUBDIVISION; THENCE RUN SOUTH 04°-09'-30" WEST ALONG THE WEST LINE OF SAID LOT 21 FOR 150 FEET TO A POINT ON A CURVE TO THE RIGHT (A= 43°-06', R= 498.97 FEET); THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR 225.21 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°-56' WEST ALONG SAID TANGENT FOR 75.70 FEET TO THE P.C. OF A CURVE TO THE WEST (A= 33°-45', R= 154.14 FEET); THENCE RUN WESTERLY ALONG SAID CURVE FOR 226.21 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 57°-40' WEST ALONG SAID TANGENT FOR 150 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, SECOND ADDITION TO SANTA ROSA SHORES ACCORDING TO THE PLAT RECORDED IN PLAT BOOK "5" AT PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY; THE RUN NORTH 0°-15' WEST ALONG THE EAST LINE OF SAID SECOND ADDITION TO SANTA ROSA SHORES FOR 410.07 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 9 OF SAID SECOND ADDITION TO SANTA ROSA SHORES; THENCE RUN NORTH 87°-46' EAST FOR 178 FEET; THENCE RUN NORTH 50°-20'-30" EAST FOR 96.58 FEET; THENCE RUN NORTH 90° EAST FOR 160.70 FEET; THENCE RUN NORTH 80°-05'-30" EAST FOR 71.61 FEET; THENCE RUN NORTH 0°-05' WEST FOR 325.56 FEET; THENCE RUN NORTH 89°-55' EAST FOR 125 FEET; THENCE RUN NORTH 0°-05' WEST FOR 475.75 FEET; THENCE RUN NORTH 90° EAST FOR 267.95 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE WEST ONE-HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

APPROVED: COUNTY ENGINEER

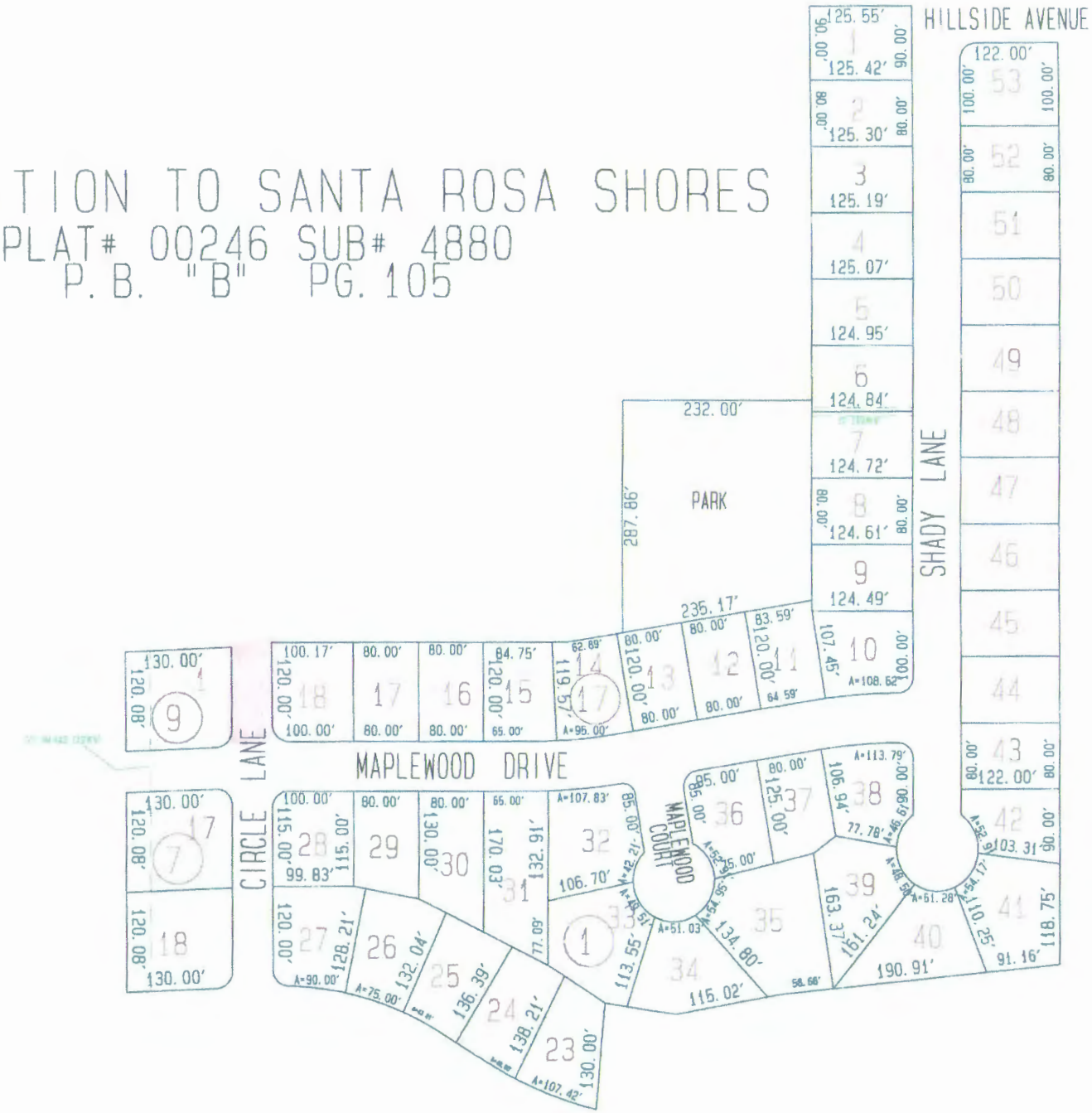
APPROVED: COUNTY SURVEYOR

APPROVED: COUNTY ATTORNEY

5TH ADDITION TO SANTA ROSA SHORES

PLAT# 00246 SUB# 4880

P. B. "B" PG. 105



Parcel: Acres: 0

			0
			0
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			0
			0
			0
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The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY. NEITHER SANTA ROSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 10/11/13 . 10:55:32

EXHIBIT A

SANTA ROSA COUNTY ENGINEERING

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

Preliminary
Engineers Report
May 5, 2014

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

This is a Preliminary check list:
The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for May 8, 2014 at 9:00 a.m. in Milton, Florida.

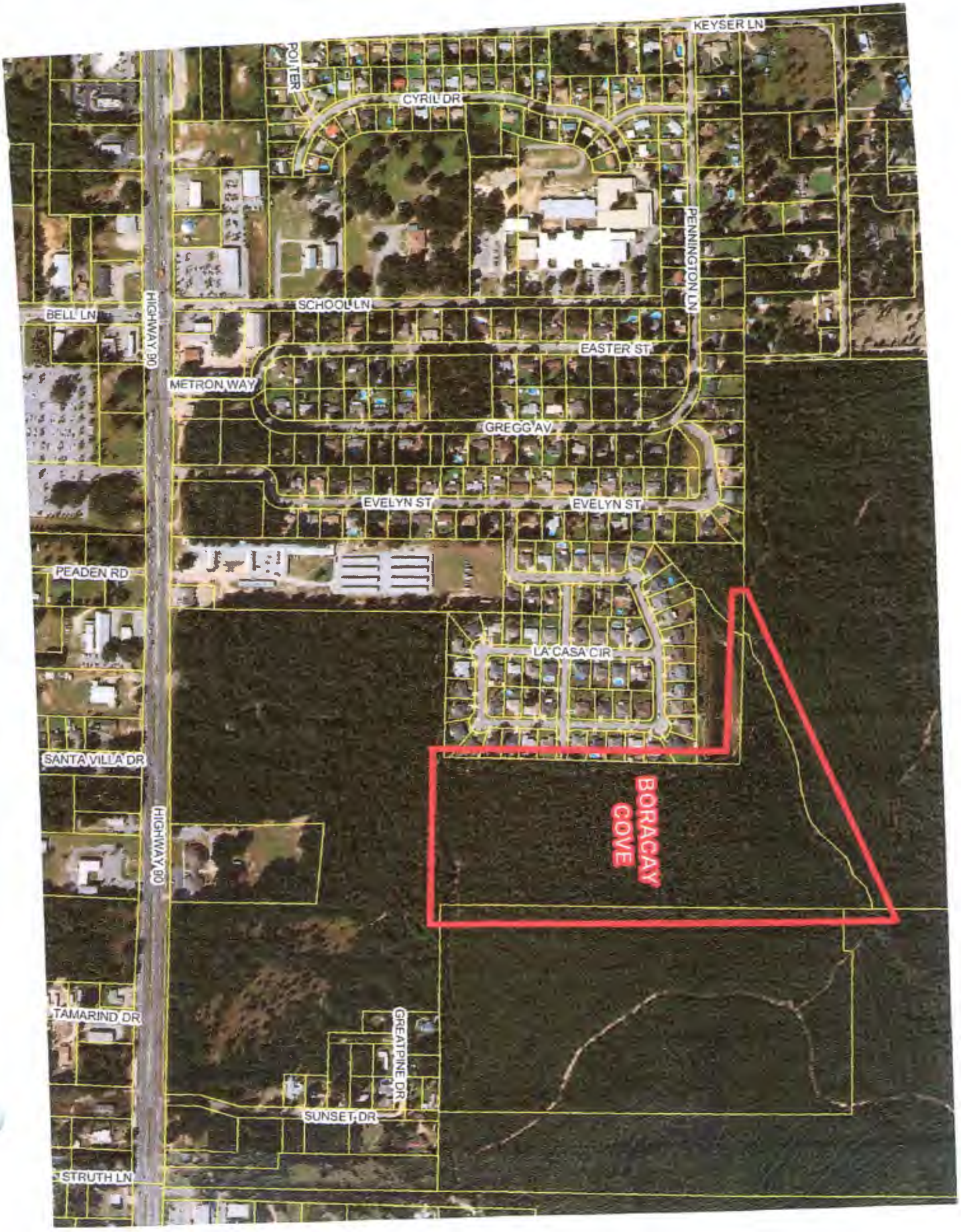
1. Recommend approval of Construction Plans for Boracay Cove Subdivision, a 67 lot subdivision of a portion of Section 12, Township 1 North, Range 29 West, Santa Rosa County, Florida. (Working District 1) (Attachment A)

   Location: 2 miles, more or less, West on U.S. 90 from the intersection of S.R. 281 (Avalon Boulevard), North on Evelyn Street, West on La Casa Circle, East on La Hacienda Drive, property at the end.

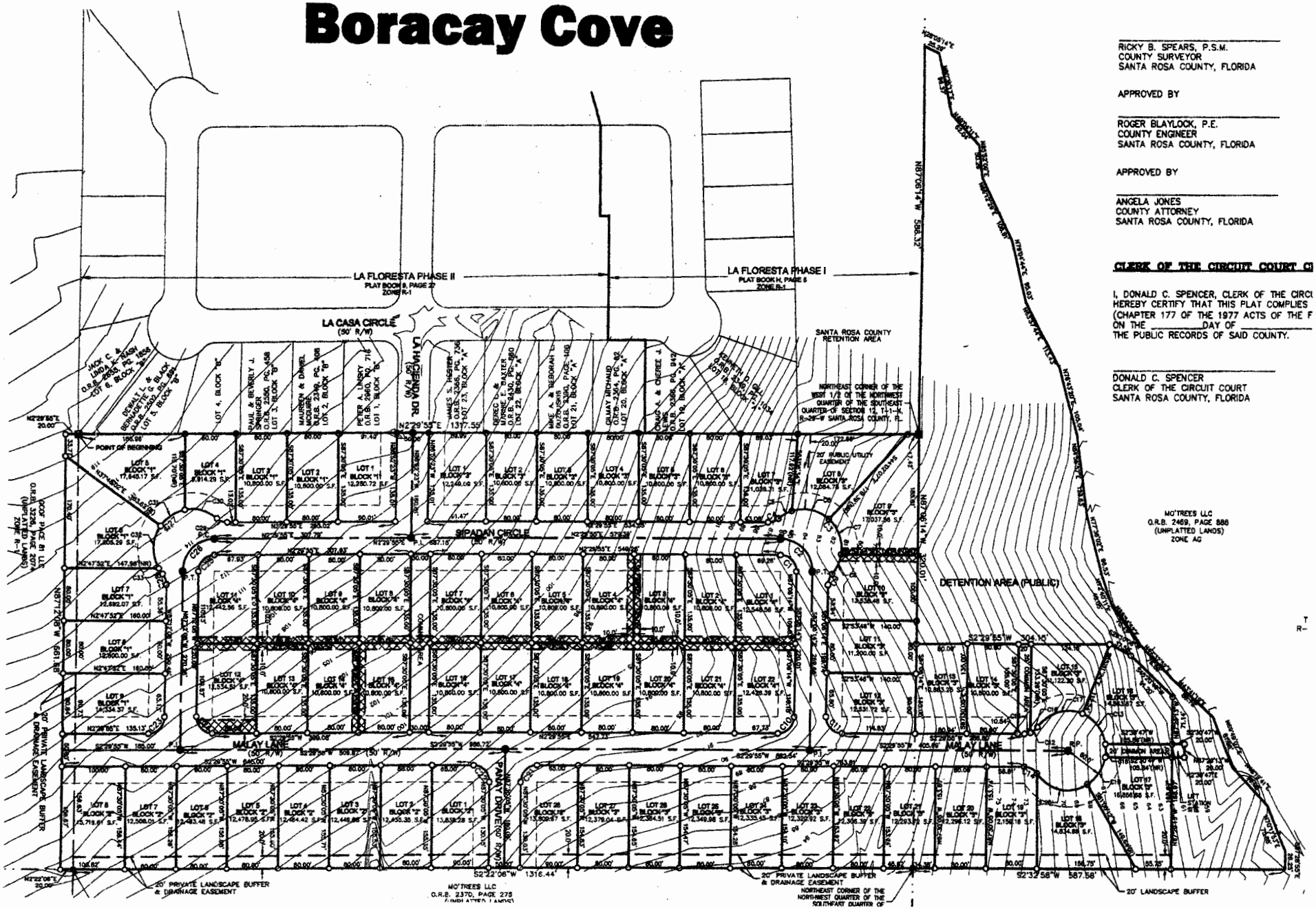
2. Recommend approval of Paved Road and Drainage Maintenance for New Haven Estates, a 23 lot subdivision a portion of Section 12, Township 2 South, Range 27 West, Santa Rosa County, Florida. (Working District 5) (Attachment B)

   Location: 2-1/4 miles, more or less, West on East Bay Boulevard from Highway 87 South, property is on the South side of East Bay Boulevard.

   New Haven Boulevard 1328 LF±


KEYSER LN
POITER
CYRIL DR
PENNINGTON LN
SCHOOL LN
BELL LN
HIGHWAY 90
EASTER ST
METRON WAY
GREGG AV
EVELYN ST
EVELYN ST
PEADEN RD
LA CASA CIR
SANTA VILLA DR
BORACAY COVE
HIGHWAY 90
TAMARIND DR
GREAT PINE DR
SUNSET DR
STRUTH LN

Boracay Cove



RICKY B. SPEARS, P.S.M.
COUNTY SURVEYOR
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ROGER BLAYLOCK, P.E.
COUNTY ENGINEER
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ANGELA JONES
COUNTY ATTORNEY
SANTA ROSA COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT C

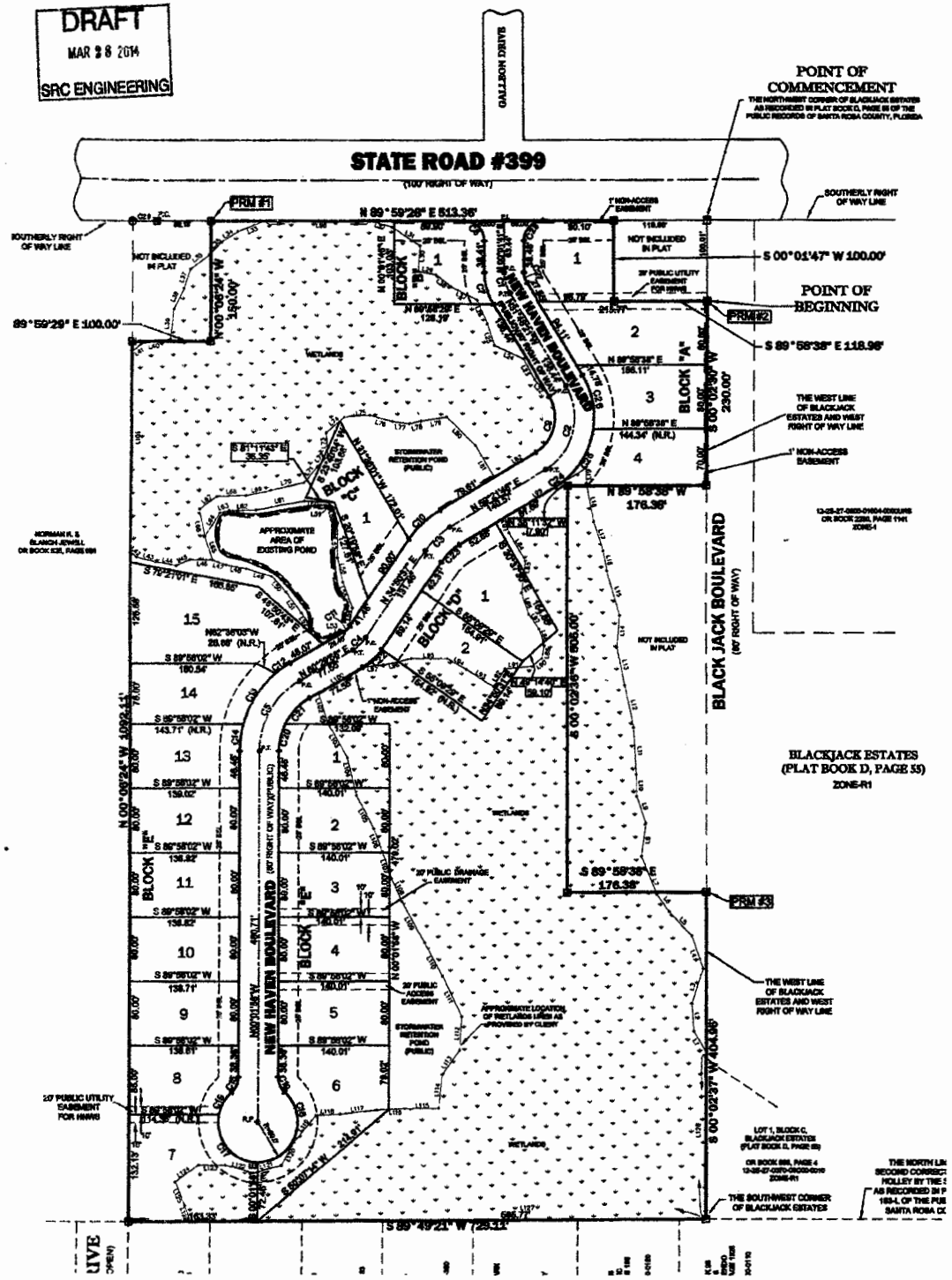
I, DONALD C. SPENCER, CLERK OF THE CIRC
HEREBY CERTIFY THAT THIS PLAT COMPLIES
(CHAPTER 177 OF THE 1977 ACTS OF THE F
ON THE _____ DAY OF _____
THE PUBLIC RECORDS OF SAID COUNTY.

DONALD C. SPENCER
CLERK OF THE CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

GRAND BAY CT
BREWSTER ST
HEMLOCK DR
NEW HAVEN ESTATES
PIRATES WAY
GALLEON DR
BLACKJACK CIR
TEEPEE RD
JEWELL RD
PEPPER DR
EAST BAY BLVD

New Haven Estates

DRAFT
MAR 28 2014
SRC ENGINEERING



Public Services Committee

Chaired by:
Lynchard

Meeting:
May 5, 2014, 9:00 A.M.

AGENDA

Development Services

1. Discussion of the assumption of the HHRP mortgage and transfer of ownership of the property located at 6985 Martin Rd., Milton to an income qualified family member.

2. Discussion of a floodplain variance request of V-zone construction standards for a lot located at 2021 Jessica Way, Navarre.

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: Erin Malbeck
Housing Program Coordinator

THROUGH: Tony Gomillion, Public Services Director

SUBJECT: Hurricane Housing Recovery Program (HHRP)
Modification of Existing HHRP Mortgage
6985 Martin Rd, Milton, FL 32570
14-2N-29-0000-00209-0000

DATE: March 14, 2014

RECOMMENDATION:

That the Board consider a request to modify an existing HHRP mortgage to allow for the transfer of ownership of the property to an income-qualified family member, who will assume responsibility of the original HHRP agreement.

BACKGROUND:

A letter provided by the homeowner and family member explaining this request is attached. Housing staff has completed income verification on the family member and has determined they are of low income.

Erin R. Malbeck

SRC Housing Program Coordinator

6051 Old Bagdad Hwy, Ste. 201

Milton, FL 32583

RE: 6985 Martin Road

Dear Mrs. Malbeck,

Thank you for granting us permission to sale our home, and for helping us to move forward in our lives. I am writing you this letter to formally request permission to grant my sister ownership of 6985 Martin Road. The property that the home was built on is family land. It is our hopes that we can come to some agreement for her to take ownership of the property.

Thank you for all of your help and assistance with our dilemma.

Sincerely,

Jeremiah Adam McLean

Tonya McLean

Tonya McLean

Dear Commissioners,

My name is Betty Brown, and I am writing you in reference to 6985 Martin Road. This property is owned by my brother, Jeremiah Adam McLean.

Originally, the property and surrounding properties were inherited by my Great Grandmother and was handed down from her through the years from one family member to another. At some point, this property was sold. Fortunately, my mother was able to purchase the property for my brother. The original home was damaged during a storm and he qualified for the Rebuild Program. While the new home was a true blessing to my brother and his family, they have out grown it and have purchased another.

I currently reside at 4967 Kolb Road, in a 1980 mobile home, owned by my mother. It has served us well but has past the point of repair. It has major roof leaks, rotten floors throughout, and serious mold issues.

I respectfully request your consideration to allow me to use this property as my primary residence by transferring ownership from my brother to myself, so that I can carry out the remaining Santa Rosa County Lien period. I would like to thank you for your time and consideration of this matter.

Sincerely,

Betty L Brown

Betty Brown

Department of Public Services

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

Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners

FROM: Rhonda Royals, Building Official

THROUGH: Tony Gomillion, Public Services Director

SUBJECT: Floodplain Variance Request

DATE: April 29, 2014

DISCUSSION

Mr. Doug Robbins (Robbins Builders Development Co LLC), property owner of a lot located at 2021 Jessica Way, Navarre, FL (Parcel No. 23-2S-26-4578-00A00-0180) is seeking a flood variance to Santa Rosa County's V-zone construction requirements for piling construction.

BACKGROUND

The property owner is requesting a variance to Santa Rosa County Land Development Code, Article 10.03.02 (A), which requires all new construction or substantial improvements of any residential structures within 200 ft of the mean high tide within certain coastal areas to be built to V-zone construction (piling construction) standards. The proposed dwelling will be located within 200 ft from the mean high tide line of Santa Rosa Sound. The required base flood elevation on the property is nine (9) feet with a design flood elevation (freeboard) requirement of twelve (12) feet. According to the survey, the pre-construction ground elevation at the location of the dwelling varies from 10.4 to 11.0 ft. The proposed elevation of the home will be equal to or greater than 12 ft. above mean sea level.

Santa Rosa County Floodplain Management
Variance Request Application

Property ID # : 23-2S-26-4578-00A00-0180

The following are reasons to grant a variance.
Construction plans must accompany all variance applications.

You must show good and sufficient cause (please attach any documentation).

Examples of what is NOT good and sufficient cause.

- The value of the property will drop somewhat.
- It will be inconvenient for the property owner.
- The owner doesn't have enough money to comply.
- The property will look different from the neighborhood.
- The owner started the building without a permit and now it will cost a lot to bring the building into compliance.

Exceptional Hardship (please attach documentation).

Examples of what is NOT exceptional hardship.

- Financial hardship
- Inconvenience
- Aesthetic Considerations
- Physical handicaps
- Personal preference
- Disapproval of the neighbors

Variances must not create a threat to health, safety, well-being and property of local citizens.
Variances must not defraud or victimize the public. Any building permitted below the required elevation faces the risk of damage from floods, and future owners of the property and the --- community – are subject to all the costs, inconvenient, danger and suffering that those flood damages may bring.

Minimum necessary deviation from the requirement (please attach documentation)

I Doug Robbins, hereby request a variance to the Santa Rosa County Floodplain Management Ordinance for the structure to be constructed (X) rehabilitated ( ) at 2021 JESSICA WAY.

Is the property in a designated floodway? Yes ☐ No ☒ (Variance CANNOT be granted if Yes)
Is the building listed on the National Historic Register? Yes ☐ No ☒
I understand that if this variance is granted I am exposing myself and potential future owners, as well as the above referenced property to a greater risk of flooding and possible increases in flood insurance premium rates.

I have read the above reasons for granting a variance and have attached documentation as requested.

Name: Doug Robbins Address: 1933 Biscayne Blvd

City, State & Zip: NAVARRE, FL 32566 Phone: 565-0645

Signature of Applicant: Doug Robbins Date 4/23/14

JOEL WALTERS LAND SURVEYING

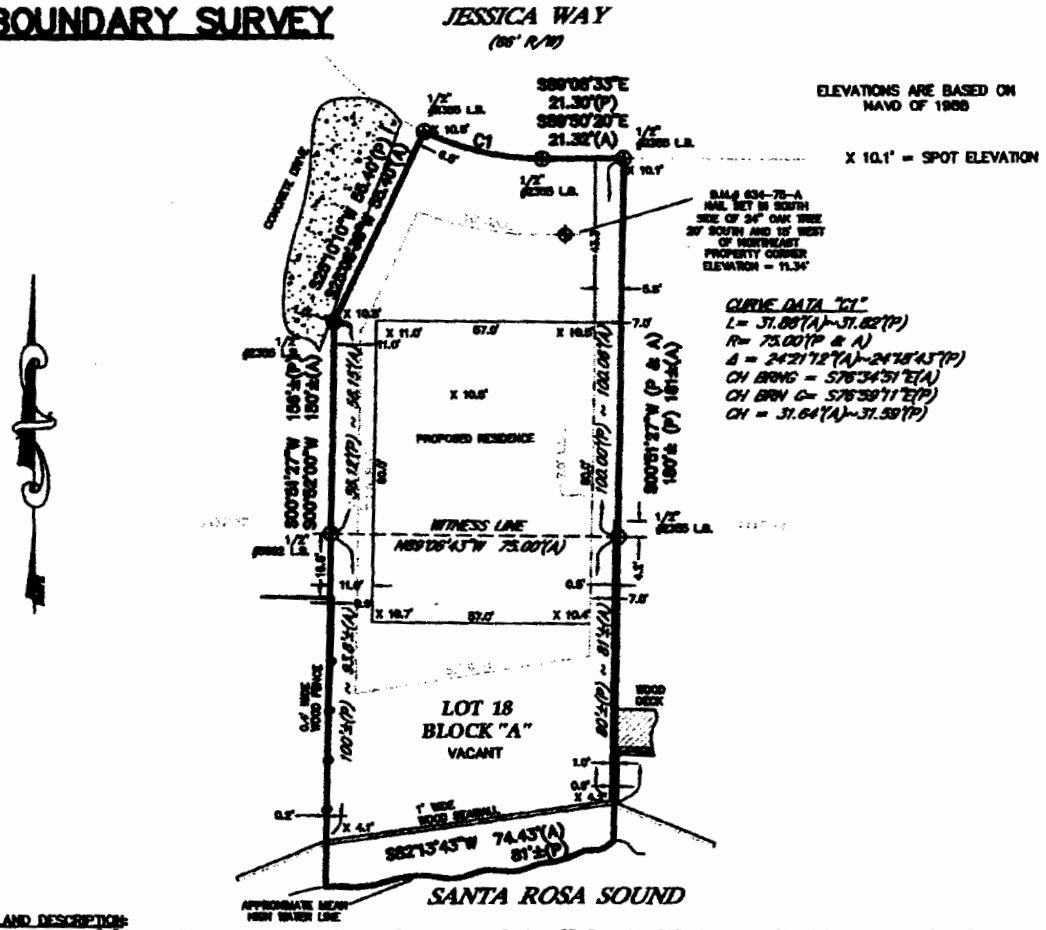
TELEPHONE NO.
(850) 944-7926

9191 RUBY'S FISH CAMP ROAD PENSACOLA, FL 32526

FAX NO.
(850) 944-3012

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY



LAND DESCRIPTION:
Lot 18, Block "A", Sandy Beach Estates, a subdivision of a portion of Section 23, Township 2 South, Range 26 West, being a resubdivision of a portion of Lot 1, Crescent Shores, according to the Plat thereof as recorded in Plat Book F at Page 71-1 and 71-2 of the public records of Santa Rosa County, Florida.

Source of Information: Recorded Plat. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

Address: 2021 Jessica Way

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.
Basis of Bearings: Assumed datum using S00°51'27"W along the East line of Lot 18 as per the record plat.

LEGEND:
[illegible]

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

JOB NO. 14-08-022 FILE NO. 8-14833 SCALE: 1"=30'
REQUESTED BY: [illegible] DWG NAME: 1402022
DATE OF SURVEY: 4/15/2014 ENCROACHMENTS: AS SHOWN
FIELD BOOK: 838/840 PAGE: 35/39 REVISIONS:

DRAWN BY: [illegible]

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOEL C. WALTERS, R.L.S. NO. 4082
STATE OF FLORIDA

EMBOSSED SEAL

KAREN THORNHILL, CFM
FLOODPLAIN MANAGER
4/22/2014
PARCEL #23-2S-26-4578-00A00-0180

DEAR MRS. THORNHILL,

THIS LETTER IS TO REQUEST A VARIANCE FROM V-ZONE CONSTRUCTION REQUIREMENTS ON THE PROPERTY LOCATED AT 2021 JESSICA WAY IN NAVARRE, FL. THE CERTIFIED ELEVATION SURVEY THAT IS ATTACHED SHOWS THAT THE EXISTING ELEVATION EXCEEDS THE AE9 REQUIREMENTS. I UNDERSTAND THAT IF APPROVED, MY FOUNDATION MUST BE HIGHER THAN 12 FT.

THE OWNER IS PAYING CASH FOR THE CONSTRUCTION SO I ASSUME THAT THERE WILL BE NO MANDATORY FLOOD INSURANCE REQUIREMENTS. MY LAST HOME AT 9000 ORLANDO AVE IN NAVARRE HAD A BEGINNING ELEVATION LOWER THAN THIS PROPERTY AND IT WAS AN "X" ZONE.

THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER.

RESPECTFULLY,

DOUG ROBBINS
MEMBER OF ROBBINS BUILDERS DEV. CO., LLC

565-0645
CDROBBINS@GMAIL.COM

AGENDA
PUBLIC WORKS COMMITTEE

May 5, 2014

Chairman: Vice Chairman: Commissioner Cole

1. Discussion of revised Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation.

2. Discussion of purchase of the following mowers for the Parks Department from Smith Tractor Company, Inc. based on comparison shopping.
    - Two 72" deck diesel mowers @ $14,028.67 each for total of $28,057.34
    - One 48" deck gasoline mower @ $6,091.76

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of_____, ____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

a) Payment shall be made only after receipt and approval of service.
b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in additional to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.

b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

_____, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____
(Seal if Applicable)

Reviewed:

_____
Attorney Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Legal Review:

_____

EXHIBIT A
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY
Effective Date: To:

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Maintaining Agency:

Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compen -sation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency /Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD)	Traffic Warning Beacon (TWB)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)

Total Lump Sum	$0.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of $0.00.

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $2,622 x (2/4) = $1,311

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $675 x (2/3) = $450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be {($295*1) + ($148*2)} = $591

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
11-12	$2,701	$675				
12-13	$2,782	$696				
13-14	$2,866	$716				
14-15	$2,951	$738	$295	$738	$148	$148
15-16	$3,040	$760	$304	$760	$152	$152
16-17	$3,131	$783	$313	$783	$157	$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Avis Whitfield

From: Melchi, Tammy [Tammy.Melchi@dot.state.fl.us]
Sent: Tuesday, April 22, 2014 1:28 PM
To: Johnson, Cliff; Allen Secreast (Allen.Secreast@talgov.com); Avis Whitfield; 'bowsara@defuniaksprings.net'; 'brian.watkins@ci.milton.fl.us'; 'cityadministrator@valp.org'; 'cityclerk@cityofmarianna.com'; 'citymgr@fairpoint.net'; 'cityofbonifay.jeri@embarqmail.com'; 'citywewa@fairpoint.net'; 'cmorris@niceville.org'; Colby Brown (csbrown@co.escambia.fl.us); 'connieb@sneadsfl.com'; 'countymanager@washingtonfl.com'; 'cwilliams@jacksoncountyfl.com'; 'cyoung@gadsdencountyfl.gov'; 'demgerry@co.walton.fl.us'; Denise Mathis (dmathis@springfield.fl.gov); 'dmathis@springfield.fl.gov'; 'eanderson@mymonticello.net'; Edwin "Buz" Eddy (eaeddy@ci.gulf-breeze.fl.us); 'epierce@blountstown.org'; 'findir@cityofmaryesther.com'; 'fmckenzie@freeportflorida.gov'; 'gracevilleclerk@wfeca.net'; 'grandridgetownclerk@embarqmail.com'; Greg Graham (gragreg@co.walton.fl.us); Harrold Hatcher (hhatcher@ci.gulf-breeze.fl.us); 'hmgr@mchsi.com'; 'Jackie@cityofcottondale.net'; 'janderson@psj.fl.gov'; Jason Autrey (jautrey@co.okaloosa.fl.us); Jerald Ward (jerald.ward@ci.milton.fl.us); Bryant, Keith; 'kreams@jeffersonclerk.com'; 'kstewart@calhounclerk.com'; Larry Johnson (ljohnson@cityofcallaway.com); 'leemathes@cityofapalachicola.com'; 'lgonzalez@centuryflorida.us'; 'malonetownhall@embarqmail.com'; Mike Mims (mmims@pcgov.org); 'mwade@myquincy.net'; 'narowell@cityofparker.com'; Nathan Fountain (maintenance@defuniaksprings.net); Neil Fravel (nfravel@pcgov.org); 'nelldykes@cincobayou.com'; 'nwatts@esginc.net'; 'pattibeebe@cityofcrestview.org'; 'pyates@cityofchipley.com'; Randy Showers (rshowers@co.okaloosa.fl.us); 'rmh.cityofbristol@fairpoint.net'; Rocky Peddie (cityofbristol@fairpoint.net); Roger Blaylock; Ryan Novota (RNovota@cityofpensacola.com); 'sherry@holmescountyfl.org'; 'sorrell1945 @yahoo.com'; 'sschmidt@cityofdestin.com'; Stephen Furman; 'tb@shalimarflorida.org'; 'tc32426@bellsouth.net'; Thomas Lambert (tlambert@gulfbreezefl.gov); 'tmiller@cityoflynnhaven.com'; Tony Park (ParkT@leoncountyfl.gov); Tony Thomsen (tony.thomsen@ci.milton.fl.us); 'townclrk@bellsouth.net'; 'townhall@townofgreenwood.org'; 'vernoncityhall@mchsi.com'; Bryan, Wayne
Subject: TIME SENSATIVE TRAFFIC SIGNAL MAINTENANCE AGREEMENT CLARIFICATION!

Importance: High

Attachments: image001.png; Draft Agreement Track_change Final in PDF.pdf

Draft
ıent Track_char

In response to several inquiries received this morning, this email is being sent for clarification on the new Traffic Signal Maintenance and Compensation Agreement (TSMA) that was sent Monday 4/21/14.

1. The Traffic Signal Maintenance and Compensation Agreement (TSMA) sent Monday 4/21/14 will replace the existing TSMA between the Department and your jurisdiction.

2. I have attached the draft agreement which highlights the changes between the old agreement (2002) and the new agreement (2014).

3. Please forward the new TSMA Agreement to your legal department and schedule an agenda item for your regular Town Hall/City Council/Board of County Commissioners Meeting or Traffic Signal Maintaining Agency to be approved and returned to FDOT no later than June 1, 2014.

4. Please do not insert "Contract No., Financial Project No. or Date" on page one of the new TSMA. These items will be populated when TSMA Agreement is completed by the epartment.

5. Please note that the Exhibit A portion (page 5 of 6) of this agreement has not been populated and reflects a "$0.00" balance. On page 2 of 6, paragraph 10 of the agreement it explains that the Maintaining Agency and the Department will develop annually the Exhibit A (Inventory List of devices). This will be the next step that will also need to be completed no later than June 1, 2014 and the Exhibit A will be paid according to Exhibit B (page 6 of 6 of the TSMA Agreement).

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

Respectfully,

Tammy Melchi

Traffic Agreement & Regulation Specialist

FDOT Traffic Operations

P O Box 607

`hipley FL 32428

Office 850-330-1269

Fax 850-330-1273

From: Johnson, Cliff
Sent: Monday, April 21, 2014 10:49 AM
To: Allen Secreast (Allen.Secreast@talgov.com); Avis Whitfield (AvisW@santarosa.fl.gov); 'bowsara@defuniaksprings.net'; 'brian.watkins@ci.milton.fl.us'; 'cityadministrator@valp.org'; 'cityclerk@cityofmarianna.com'; 'citymgr@fairpoint.net'; 'cityofbonifay.jeri@embarqmail.com'; 'citywewa@fairpoint.net'; 'cmorris@niceville.org'; Colby Brown (csbrown@co.escambia.fl.us); 'connieb@sneadsfl.com'; 'countymanager@washingtonfl.com'; 'cwilliams@jacksoncountyfl.com'; 'cyoung@gadsdencountyfl.gov'; 'demgerry@co.walton.fl.us'; Denise Mathis (dmathis@springfield.fl.gov); 'dmathis@springfield.fl.gov'; 'eanderson@mymonticello.net'; Edwin "Buz" Eddy (eaeddy@ci.gulf-breeze.fl.us); 'epierce@blountstown.org'; 'findir@cityofmaryesther.com'; 'fmckenzie@freeportflorida.gov'; 'gracevilleclerk@wfeca.net'; 'grandridgetownclerk@embarqmail.com'; Greg Graham (gragreg@co.walton.fl.us); Harrold Hatcher (hhatcher@ci.gulf-breeze.fl.us); 'hmgr@mchsi.com'; 'Jackie@cityofcottondale.net'; 'janderson@psj.fl.gov'; Jason Autrey (jautrey@co.okaloosa.fl.us); Jerald Ward (jerald.ward@ci.milton.fl.us); Bryant, Keith; 'kreams@jeffersonclerk.com'; 'kstewart@calhounclerk.com'; Larry Johnson (ljohnson@cityofcallaway.com); 'leemathes@cityofapalachicola.com'; 'lgonzalez@centuryflorida.us'; 'malonetownhall@embarqmail.com'; Mike Mims (mmims@pcgov.org); 'mwade@myquincy.net'; 'narowell@cityofparker.com'; Nathan Fountain (maintenance@defuniaksprings.net); Neil Fravel (nfravel@pcgov.org); 'nelldykes@cincobayou.com'; 'nwatts@esginc.net'; 'pattibeebe@cityofcrestview.org'; 'pyates@cityofchipley.com'; Randy Showers (rshowers@co.okaloosa.fl.us); 'rmh.cityofbristol@fairpoint.net'; Rocky Peddie (cityofbristol@fairpoint.net); Blaylock, Roger; Ryan Novota (RNovota@cityofpensacola.com); 'sherry@holmescountyfl.org'; 'sorrell1945@yahoo.com'; 'sschmidt@cityofdestin.com'; Stephen Furman

(StephenF@santarosa.fl.gov); 'tb@shalimarflorida.org'; 'tc32426@bellsouth.net'; Thomas Lambert (tlambert@gulfbreezefl.gov); 'tmiller@cityoflynnhaven.com'; Tony Park (ParkT@leoncountyfl.gov); Tony Thomsen (tony.thomsen@ci.milton.fl.us); 'townclrk@bellsouth.net'; 'townhall@townofgreenwood.org'; 'vernoncityhall@mchsi.com'; Bryan, Wayne
c: Melchi, Tammy
ubject: FW: Traffic Signal Maintenance and Compensation Agreement FINALIZED
Importance: High

Traffic Signal Maintaining Agency Representatives:

The Traffic Signal Maintenance and Compensation Agreement that has been under review and revision for some time has now been finalized by our central office counterpart. The agreement is attached in both PDF and MS-Word file format. It is our immediate goal to fully execute the new agreement with each of our maintaining agencies prior to the end of the fiscal year, which ends on June 30th in order to commence the reimbursement program on July 1. Realistically, we need to receive agreements executed by the local government councils or commissions by the second week of June if at the very latest to allow time for processing prior to the beginning of the new fiscal year on July 1. Please provide three signed copies of the Agreement, one of which will be returned to your agency upon full execution.

We do appreciate your assistance and cooperation in this matter. Should additional discussion or information be necessary, please do not hesitate to contact me at 850-330-1694. You may likewise contact and/or respond to Ms. Tammy Melchi of the District Three Traffic Operations Office who is the point person for this effort at 850-330-1269, or by email at Tammy.Melchi@dot.state.fl.us

Thank You.

Cliff L. Johnson, Jr.

District Three Traffic Operations Office

Florida Department of Transportation

1074 Highway 90

Chipley, FL 32428

850-638-0250 Extension 1694

850-330-1694 Direct Line

From: Wilson, Mark
Sent: Friday, April 18, 2014 1:34 PM
To: FDOT-DTOE
Cc: FDOT-DISTSEC; FDOT-DISTOPS; Lattner, Tim
Subject: FW: Traffic Signal Maintenance and Compensation Agreement

District Traffic Operations Engineers and local Maintaining Agencies:

Based on the feedback and participation by Department staff, FACERS, and many local Maintaining Agencies, the attached Agreement form has been finalized.

Thank you so much for your input and assistance in developing this Phase 1 Agreement.

The Department's intention is that this Agreement will be used for the period July 1, 2014 through June 30, 2015. The Department intends to start negotiations for developing the Phase 2 Agreement which will include additional performance measures and revisit overall compensation amounts and contract language.

A short summary of the changes to the previous agreement are listed below:

- Language has been added to include compensation for additional devices which include:

  i. Pedestrian flashing beacons (including school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons)

  ii. Traffic warning beacons

  iii. Emergency / Fire Department Signals

  iv. Speed activated warning displays

- Paragraphs 5 and 6 now provide clarifying language on mast arms and define preventative and periodic maintenance. The roles of the Maintaining Agency and the Department are described in paragraphs 5 & 6 and outlined in the table provided.

- Paragraph 19 has added two performance measures, one on response times to detection device malfunctions (to be restored within 60 days) and that the traffic signals shall receive at least one minor preventative maintenance inspection during a 12-month period. Also, an Annual Report requirement has been added and the report is due by April 1 of each year.

On behalf of the Department, I want to thank the Maintaining Agencies, FACERS, and Department staff on assisting in the development of this Agreement. The Department looks forward to working with all parties on the development of the Phase 2 Agreement. We will be setting up meetings to begin that process soon.

If any Maintaining Agencies have any questions concerning the attached Agreement, they should contact their local District Traffic Operations Office.

Thank you,

Mark

Mark C. Wilson, P.E.

State Traffic Operations Engineer

Florida Department of Transportation

605 Suwannee Street, MS 36

Tallahassee, Fl 32399-0450

mark.wilson@dot.state.fl.us

(850) 410-5419 office

(850) 766-2503 cell

(850) 410-5503 fax

mouse_pad_art2

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of_____, ____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, ~~modems, and~~ communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), ~~flashing school zone traffic control devices~~ and ~~,~~ control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, ~~,~~Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for ~~and~~ the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices~~full traffic signal locations and intersection control beacons~~ as identified in Exhibit A. ~~Warning beacons, emergency signals, and flashing zone signals are not included.~~ Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, ~~;~~ the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices~~traffic signals and signal systems~~, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices~~traffic signals and signal systems~~ upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

~~2~~3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices ~~traffic signals and signal systems~~ in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

~~3~~7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

~~4~~8. The Maintaining Agency shall ~~set~~ implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, ~~or~~ special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

~~5~~9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

~~6~~10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices ~~existing traffic signals and intersection control beacons~~ on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices ~~signals and intersection control beacons~~ added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices ~~signals and intersection control beacons~~ added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices~~signals and intersection control beacons~~ in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

a) Payment shall be made only after receipt and approval of service.
b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting

documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

~~7~~11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

~~8~~12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in additional to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

~~9~~13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

~~10~~14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

~~11~~15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

~~12~~16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

~~13~~17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

~~14~~18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices~~traffic signals and traffic signal systems~~ by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) ~~traffic signal(s) or intersection control beacon(s)~~ maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.

b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is

working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

~~15~~20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices~~traffic signals and signal systems~~ including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

~~16~~21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

~~17~~22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

~~18~~23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

~~19~~24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

~~20~~25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

_____ , Florida (Maintaining Agency)	**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Print/Type Name: _____	Print/Type Name: _____
Title: _____	Title: _____
Attest: _____ (Seal if Applicable)	Attest: _____
Reviewed:	Legal Review:
_____ Attorney Date	_____

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY

Effective Date: To:

Maintaining Agency:

Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency/Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD)	Traffic Warning Beacon (TWB)	FDOT FY Unit Rate (refer to Exhibit B)	% ~~Percer~~ of Stat (Ex. 25 33, 50 75 or 100)

Total Lump Sum	$0.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of $0.00.

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $2,622 x (2/4) = $1,311

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $675 x (2/3) = $450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be {($295*1) + ($148*2)} = $591

Unit Rates per 100% State Intersections

	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
FY ~~07-08~~	~~$2,400~~	~~$0~~				
~~08-09~~	~~$2,472~~	~~$0~~				
~~09-10~~	~~$2,546~~	~~$0~~				
~~10-11~~	~~$2,622~~	~~0.25 x $2,622 = $656~~				
11-12	$2,701	~~0.25 x $2,701 =~~ $675				
12-13	$2,782	~~0.25 x $2,782 =~~ $696				
13-14	$2,866	$716				
14-15	$2,951	$738	$295	$738	$148	$148
15-16	$3,040	$760	$304	$760	$152	$152
16-17	$3,131	$783	$313	$783	$157	$157

~~Beginning with FY 07-08, t~~The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

COST COMPARISON WORK-UP SHEET

FOR:

Z-TRAK 997 DIESEL 72" SIDE DISCHARGE AND Z-915B 48" SIDE DISCHARGE MOWER

Beard Equipment Co. (NPP)

2 John Deere Z-TRAK 997 Diesel Mower's	**$ 32,030.46**
1 John Deere Z-915B 48" Gas Mower	**$ 6,333.25**

Smith Tractor Company, Inc. (NPP)

2 John Deere Z-TRAK 997 Diesel Mower's	**$ 32,030.46**
1 John Deere Z-915B 48" Gas Mower	**$ 6,333.25**

Smith Tractor Company, Inc. (NOT NPP)

2 John Deere Z-TRAK 997 Diesel Mower's	**$ 28,057.34**
1 John Deere Z-915B 48" Gas Mower	**$ 6,091.76**

JOHN DEERE

Quote Id: 9526032

Prepared For:

Santa Rosa County Bocc

Prepared By: **Richard Walther**

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 16 April 2014

Offer Expires: 16 May 2014

JOHN DEERE

Quote Id: 9526032

16 April 2014

Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

Quote Summary

Prepared For:
Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Prepared By:
Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote Id:	9526032
Created On:	16 April 2014
Last Modified On:	17 April 2014
Expiration Date:	16 May 2014

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	$ 20,914.00	$ 14,028.67	X	2	=	$ 28,057.34
JOHN DEERE Z915B GAS MID-Z	$ 8,340.00	$ 6,091.76	X	1	=	$ 6,091.76
Equipment Total						**$ 34,149.10**

Quote Summary	
Equipment Total	$ 34,149.10
SubTotal	$ 34,149.10
Total	$ 34,149.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 34,149.10**

Salesperson : X _____

Accepted By : X _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 9526032 **Customer:** SANTA ROSA COUNTY BOCC

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck

Hours:
Stock Number:

Suggested List $ 20,914.00
Selling Price $ 14,028.67

Code	Description	Qty	Unit	Extended
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 20,799.00	$ 41,598.00
	Other Charges			
	EnviroCrate	2	$ 40.00	$ 80.00
	Setup	2	$ 75.00	$ 150.00
	Other Charges Total			**$ 230.00**
	Suggested Price			**$ 41,828.00**
	Customer Discounts			
	Customer Discounts Total		**$ -6,885.33**	**$ -13,770.66**
Total Selling Price				$ 28,057.34

JOHN DEERE Z915B GAS MID-Z

Hours:
Stock Number:

Suggested List $ 8,340.00
Selling Price $ 6,091.76

Code	Description	Qty	Unit	Extended
2131TC	Z915B Commercial ZTrak	1	$ 8,225.00	$ 8,225.00
	Standard Options - Per Unit			
0202	United States and Canada	1	$ 0.00	$ 0.00
1500	48 In. 7-Iron II Side Discharge Mower Deck	1	$ 0.00	$ 0.00
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	$ 0.00
	Standard Options Total			**$ 0.00**
	Other Charges			
	EnviroCrate	1	$ 40.00	$ 40.00
	Setup	1	$ 75.00	$ 75.00
	Other Charges Total			**$ 115.00**
	Suggested Price			**$ 8,340.00**
	Customer Discounts			

JOHN DEERE

Selling Equipment

Quote Id: 9526032 **Customer:** SANTA ROSA COUNTY BOCC

Customer Discounts Total	**$ -2,248.24**	**$ -2,248.24**
Total Selling Price		$ 6,091.76

JOHN DEERE

Quote Id: 9525657

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

Prepared For:

Santa Rosa County Bocc

Proposal For:

Delivering Dealer:
Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427

JAYSALES@SMITHTRACTORCO.COM

Quote Prepared By:
RICHARD WALTHER
rwalther@smithtractorco.com

Date: 16 April 2014

Offer Expires: 16 May 2014

JOHN DEERE

Quote Id: 9525657

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325850427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

16 April 2014

6495 Carline Street, Suite B
Milton, FL 32570

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

Quote Summary

Prepared For:
Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Delivering Dealer:
Smith Tractor Company, Inc.
Richard Walther
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote ID:	9525657
Created On:	16 April 2014
Last Modified On:	17 April 2014
Expiration Date:	16 May 2014

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	$ 20,799.00	$ 16,015.23	X	2	=	$ 32,030.46
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment						
Price Effective Date: April 21, 2014						
JOHN DEERE Z915B GAS MID-Z	$ 8,225.00	$ 6,333.25	X	1	=	$ 6,333.25
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment						
Price Effective Date: April 21, 2014						
Equipment Total						**$ 38,363.71**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 38,363.71
Trade In	
SubTotal	**$ 38,363.71**
Total	$ 38,363.71
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 38,363.71**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 9525657 **Customer Name:** SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 21, 2014

Suggested List *
$ 20,799.00
Selling Price *
$ 16,015.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 20,799.00	23.00	$ 4,783.77	$ 16,015.23	$ 32,030.46
	Suggested Price						**$ 32,030.46**
Total Selling Price			$ 20,799.00		$ 4,783.77	$ 16,015.23	$ 32,030.46

JOHN DEERE Z915B GAS MID-Z

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 21, 2014

Suggested List *
$ 8,225.00
Selling Price *
$ 6,333.25

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2131TC	Z915B Commercial ZTrak	1	$ 8,225.00	23.00	$ 1,891.75	$ 6,333.25	$ 6,333.25
	Standard Options - Per Unit						
0202	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1500	48 In. 7-Iron II Side Discharge Mower Deck	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Suggested Price						**$ 6,333.25**

JOHN DEERE

Selling Equipment

Quote Id: 9525657 **Customer Name:** SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
850-675-4505
JAYSALES@SMITHTRACTORCO.COM

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Total Selling Price			$ 8,225.00		$ 1,891.75	$ 6,333.25	$ 6,333.25

BEARD EQUIPMENT CO.

Mobile (251) 456-1993
2480 E. I-65 Service Rd. N.
Mobile, AL 36617
Fax: (251) 452-2309

Pensacola (850) 476-0277
3195 W. Nine Mile Rd.
Pensacola, FL 32534
Fax: (850) 476-7556

Jacksonville (904) 296-5000
6870 Philips Highway
Jacksonville, FL 32216
Fax: (904) 296-0525

Panama City (850) 769-4844
4625 Highway 231 N.
Panama City, FL 32402
Fax: (850) 769-6634

Lake City (386) 752-9544
2578 SE Baya Drive
Lake City, FL 32055
Fax: (386) 755-6882

Freeport (850) 835-3337
33 Industrial Court
Freeport, FL 32439
Fax: (850) 835-3339

Palatka, FL (386) 325-6268
356 North Highway 17
Palatka, FL 32177
Fax: (386) 329-9872

FAX

To:

Name: Tom Collins

Organization/Dept: Santa Rosa Road Dept

Phone Number: _____ Fax Number: _____

From:

Name: Buddy Cole Dept: Sales

Beard Equipment Company ☐ Mobile, AL ☒ Pensacola, FL ☐ Panama City, FL ☐ Freeport, FL ☐ Jacksonville, FL ☐ Lake City, FL ☐ Palatka, FL

Date: 4-16-14 Time Sent: 11:30 AM Number of pages (including cover page) 4

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

Re/Message:

allow 21 days on 997 Mowers!

Thanks! Tom

JOHN DEERE

STIHL
Not available at all locations.

JOHN DEERE GOLF

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
fkane@beardequipment.com

Quote Summary

Prepared For:
Santa Rosa County Bocc
6495 Carline Street, Suite B
Milton, FL 32570

Delivering Dealer:
Beard Equipment Company
Chad Cole
3195 W Nine Mile Rd
Pensacola, FL 325349444
Phone: 850-476-0277
ccole@beardequipment.com

Quote ID:	9523020
Created On:	16 April 2014
Last Modified On:	16 April 2014
Expiration Date:	30 May 2014

Equipment Summary	**Selling Price**		**Qty**		**Extended**
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck **Contract:** National Purchasing Partners (NPP) Lawn & Landscape Equipment **Price Effective Date:** April 16, 2014	$ 16,015.23	X	2	=	$ 32,030.46
JOHN DEERE Z915B GAS MID-Z **Contract:** National Purchasing Partners (NPP) Lawn & Landscape Equipment **Price Effective Date:** April 16, 2014	$ 6,333.25	X	1	=	$ 6,333.25
Equipment Total					**$ 38,363.71**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 38,363.71
Trade In	
SubTotal	**$ 38,363.71**
Total	$ 38,363.71
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 38,363.71**

Salesperson : X Bobby Cole

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 9523020 **Customer Name:** SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
fkane@beardequipment.com

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Hours:
Stock Number:
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 16, 2014

Selling Price *
$ 16,015.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 20,799.00	23.00	$ 4,783.77	$ 16,015.23	$ 32,030.46
	Suggested Price						**$ 32,030.46**
Total Selling Price			$ 20,799.00		$ 4,783.77	$ 16,015.23	$ 32,030.46

JOHN DEERE Z915B GAS MID-Z

Equipment Notes:
Hours:
Stock Number:
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: April 16, 2014

Selling Price *
$ 6,333.25

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2131TC	Z915B Commercial ZTrak	1	$ 8,225.00	23.00	$ 1,891.75	$ 6,333.25	$ 6,333.25
	Standard Options Package						
0202	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1500	48 In. 7-Iron II Side Discharge Mower Deck	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

Quote Id: 9523020 **Customer Name:** SANTA ROSA COUNTY BOCC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
fkane@beardequipment.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Suggested Price						**$ 6,333.25**
Total Selling Price			$ 8,225.00		$ 1,891.75	$ 6,333.25	$ 6,333.25

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Lynchard

May 5, 2014

Bid Actions:

1) Discussion of bids received for HOME Program / Housing Reconstruction Project located at 3749 Escambia Avenue in Jay. Low bidder meeting specifications is Bill Walther Construction with a bid of $68,990.

Budget:

2) **Budget Amendment 2014 – 119** in the amount of **$ 6,014** to transfer funds from the Capital Fund to the General Fund to purchase Microsoft Windows System software from State of Florida contract as approved at the March 27, 2014 BOCC Regular Meeting.

3) **Budget Amendment 2014 – 120** in the amount of **$ 25,000** for the maintenance of the Town of Jay recreational park from District 3 Recreation Funds as approved at the April 24th Regular BOCC Meeting.

4) **Budget Amendment 2014 – 121** in the amount of **$ 15,000** to carry forward funds for the Navarre Beach Rodeo ($10,000) and for a portable stage for the City of Milton ($5,000) as approved at the April 24, 2014 BOCC Regular Meeting from the Tourist Development Tax Fund.

5) **Budget Amendment 2014 – 122** in the amount of **$62,811** for site certification process for the Jeff Ates Road site from Economic Development Reserves in the Electric Franchise Fee Fund as approved at the April 24, 2014 BOCC Regular Meeting.

6) **Budget Amendment 2014 – 123** in the amount of **$ 40,727** to correct prior year budget and current year budget for the Cornell Drive MSBU and to properly recognize the debt service in the Cornell MSBU Fund.

7) **Budget Amendment 2014 – 124** in the amount of **$ 41,480** to carry forward funds for the Peter Prince East Apron rehabilitation and expansion project as approved at the April 24, 2014 BOCC Regular Meeting from the Airport Fund.

8) **Budget Amendment 2014 – 125** in the amount of **$ 25,174** to carry forward funds for the Navarre Beach Causeway turn lane per FDOT revisions as approved at the April 24, 2014 BOCC Regular Meeting from the Road & Bridge Fund.

9) **Budget Amendment 2014 – 126** in the amount of **$ 399,820** to carry forward funds for the Holley by the Sea drainage study as approved at the April 24, 2014 BOCC Regular Meeting from the Road and Bridge Fund.

County Expenditure/Check Register:

10) Discussion of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** HOUSING RECONSTRUCTION PROJECT LOCATED AT 3749 ESCAMBIA AVENUE, JAY, FL 32565

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 1,218 square foot dwelling

5. **BIDDERS AND PRICES:**

A. Bill Walther Construction.	$ 68,990.00
B. Joe Baker Construction, Inc	$ 70,200.00
C. Mike Motes Construction, LLC	$ 83,440.00

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

Housing Program

MEMORANDUM

TO: Orrin Smith
Procurement Officer

FROM: Erin Malbeck
Housing Program Coordinator

DATE: April 28, 2014

RE: HOME Reconstruction Projects Bid Recommendation

On April 22, 2014 bids were opened for the reconstruction of the following dilapidated property:

Responses received:

3749 Escambia Ave, Jay, FL 32565

Bill Walther Construction	$68,990.00
Joe Baker Construction, Inc.	$70,200.00
Mike Motes Construction, Inc.	$83,440.00

Recommendation to award bids to:

Bill Walther Construction at $68,990.00

6051 Old Bagdad Highway ▪ Milton, Florida 32583 ▪ (850) 981-7076 ▪ Fax (850) 981-7099

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98-091
Form 84001 Rev 8/10/92

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: April 17, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 302:	**9302 – 5990017**	**Future Capital Outlay**	**($ 6,014)**
	9302 – 5910001	**To General Fund**	**$ 6,014**
Fund 001:	**001 – 3810023**	**From Capital Fund**	**$ 6,014**
	0120 - 568001	**Intangible Assets**	**$ 6,014**

State reason for this request:

Transfer of funds from the Capital Fund to the General Fund to purchase Microsoft Windows System software from State of Florida contract as approved at the March 27, 2014 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2014-119**

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

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: May 5, 2014

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

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*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 8th day Of **May, 2014.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

Jayne Bell

From: Hunter Walker
Sent: Thursday, March 27, 2014 3:26 PM
To: Aleta Floyd; Jayne Bell
Subject: RE: Server Request

Aleta/Jayne,
At the March 27, 2014 meeting the Santa Rosa County Board of Commissioners approved the purchase of the Cisco Blade Server System in the Emergency Management building in the amount of $40,574.80 and the purchase of Microsoft Windows Server software from State of Florida contract in the amount of $6,013.80 as outlined in the attachments received below.

Proceed with these purchases and contact this office with questions.
Hunter Walker
County Administrator

From: Aleta Floyd
Sent: Thursday, March 20, 2014 10:29 AM
To: Hunter Walker; Jayne Bell
Subject: FW: Server Request

Good Morning,
Attached is the memo requesting approval to proceed with purchase of a cisco server blade system, along with the supporting documents.
And I have diagrams to explain better as needed!
Requesting this be added to agenda for Monday.
The second blade system for our computer center at EM bdg was going to be budgeted for FY2015, but the benefits far outweigh waiting a few months.
We are prepared to provide explanation of the benefits to the county depts by having these redundant systems.

Thank you,
Aleta Floyd

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

98-091
Form 84001 Rev 8/10/92

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: April 22, 2014

FROM: **Dist. 3 Capital Fund**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
From:	**2323 – 599001**	**Dist. 3 Project Fund Reserves**	**($ 25,000)**
To:	**2323 – 5810011**	**Aid to Municipalities**	**$ 25,000**

State reason for this request:

Funds for the maintenance of Town of Jay recreational park from Dist. 3 Recreation Funds as approved at the April 24, 2014 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2014-120**

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

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: May 5, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this ***8th*** *day Of* ***May, 2014.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

Jayne Bell

From: Hunter Walker
Sent: Friday, April 25, 2014 10:47 AM
To: Water Utility - Town of Jay
Cc: Jayne Bell
Subject: Town of Jay Recreation

Linda,
At the April 24, 2014 meeting the Santa Rosa County Board of Commissioners approved $25,000 for maintenance of the Town of Jay recreation facilities as outlined in your letter of March 18, 2014 to Commissioner Salter. Ms. Bell will process a budget amendment from the Commissioner's Recreation Reserves for this purpose. Call with questions.

Hunter Walker
County Administrator

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

98-091
Form 84001 Rev 8/10/92

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: April 22, 2014

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

	Line Item Number	**Description**	**Amount**
From:	**107– 399001**	**Cash Carried Forward**	**$ 15,000**
To:	**4010 – 5820028**	**Aid to Organizations**	**$ 10,000**
	4010 – 5810011	**Aid to Municipalities**	**$ 5,000**

State reason for this request:

Carries forward funds ($10,000) for the Navarre Fishing Rodeo and ($5,000) for a portable stage for the City of Milton as approved at the April 24, 2014 BOCC Regular Meeting from the Tourist Development Tax Fund.

Requested by: Kate Wilkes/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2014-121**

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

Comment: _____ _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: May 5, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this ***24th*** *day Of* ***May, 2014.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

Jayne Bell

From: Hunter Walker
Sent: Friday, April 25, 2014 11:15 AM
To: 'Kate Wilkes'
Cc: Emily Spencer; Jayne Bell
Subject: RE: Monday agenda

Kate,
At the April 24, 2014 meeting the Santa Rosa County Board of Commissioners approved the allocation of TDC funds to the two projects as outlined below. Please proceed with this and contact this office with questions.

Hunter Walker
County Administrator

From: Kate Wilkes [mailto:kwilkes27@gmail.com]
Sent: Thursday, April 17, 2014 4:59 PM
To: Hunter Walker
Subject: Monday agenda

If it's not too late can the following 2 items be added to Monday's agenda - they were both approved at yesterday's TDC meeting
$10,000 for Navarre Fishing Rodeo June 14-15
$5000 for the City of Milton for a portable stage
I am faxing Grant Apps
Thanks, Kate

--
Kate Wilkes
Executive Director
Santa Rosa County Tourist Development
8543 Navarre Parkway
Navarre, FL 32566
850-939-8666
kwilkes27@gmail.com
www.floridabeachestorivers.com

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

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

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98-091
Form 84001 Rev 8/10/92

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: April 22, 2014

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

	Line Item Number	Description	Amount
Fund 106:	**9106 – 5990015**	**Economic Development Reserves**	**($ 62,811)**
	9106 – 59100001	**To General Fund**	**$ 62,811**
Fund 001:	**001 – 3810001**	**From Electric Franchise Fee Fund**	**$ 62,811**
	0018 – 534001	**Other Contract Services**	**$ 62,811**

State reason for this request:

For engineering services for site certification process for Jeff Ates Road site as approved at the April 24, 2014 BOCC Regular Meeting.

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION DOCUMENT NO. **2014-122**

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

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION DATE: 05/05/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 24th day Of ***May, 2014.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

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98-091
Form 84001 Rev 8/10/92

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: April 29, 2014

FROM: **Cornell Drive Fund 152**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 152:	**84014 – 59100201**	**To Debt Service Fund**	**($ 40,727)**
	84014 – 59100001	**To General Fund**	**$ 40,727**
Fund 201:	**0710 – 5710048**	**Principle Cornell**	**($ 31,713)**
	0710 – 5720048	**Interest Cornell**	**($ 9,015)**
	201 – 3810027	**From Cornell Drive**	**($40,727)**
	0710 – 59100001	**To General Fund (P/Y)**	**$ 40,727**
	201 – 3990001	**Balance Forward (P/Y)**	**$ 40,727**
Fund 001:	**001 – 3810027**	**From Cornell Drive**	**$ 40,727**
	001 – 3810025	**From Debt Service (P/Y)**	**$ 40,727**

State reason for this request:
To correct prior year budget and current year budget for Cornell Drive MSBU to properly recognize debt service.

Requested by Henry Brewton /s/

BUDGET DIRECTOR ACTION DOCUMENT NO. **2014-123**

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

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION DATE: 05/05/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 8th day Of ***May, 2014.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

98-091
Form 84001 Rev 8/10/92

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: May 1, 2014

FROM:	**Airport Fund**	ADDITION:
TO:	Board of County Commissioners	MODIFICATION: X
VIA:	Budget Director	DELETION:
SUBJ:	Request Approval of the following	OVERDRAFT:

	Line Item Number	**Description**	**Amount**
From:	**405 – 3990001**	**Fund 405 Cash Carry Forward**	**$ 41,480**
To:	**4021 – 563001**	**Improvements Other Than Buildings**	**$ 41,480**

State reason for this request:

Funds the work order from Hatch Mott MacDonald for the Peter Prince East Apron rehabilitation and expansion project. Funding will be 80% FDOT and 20% county from fund reserves as approved at the April 24, 2014 BOCC Regular Meeting.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2014-124**

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

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: May 5, 2014

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

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*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 8th day Of **May, 2014.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

98-091
Form 84001 Rev 8/10/92

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: May 1, 2014

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

	Line Item Number	**Description**	**Amount**
From:	**101 – 3990001**	**Cash Carried Forward**	**$ 25,174**
To:	**2100 – 5340034**	**Secondary Roads**	**$ 25,174**

State reason for this request:

Carries forward funds to for the Navarre Beach Causeway turn lane ($25,174) for Change Order #1 per FDOT revisions as approved at the April 24, 2014 BOCC Regular Meeting.

Requested by Roger Blaylock/s/

BUDGET DIRECTOR ACTION DOCUMENT NO. **2014-125**

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

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION DATE: 05/05/2014

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

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*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 8th day Of **May, 2014.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

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98-091
Form 84001 Rev 8/10/92

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: May 1, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
From:	**101 – 3990001**	**Cash Carried Forward**	**$ 399,820**
To:	**2100 – 534001**	**Other Contractual Services**	**$ 399,820**

State reason for this request:

Carries forward funds for the Holley by the Sea drainage study as approved at the April 24, 2014 BOCC Regular Meeting.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2014-126**

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

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: 05/05/2014

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

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*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 8th day Of **May, 2014.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

No support documentation for this agenda item.