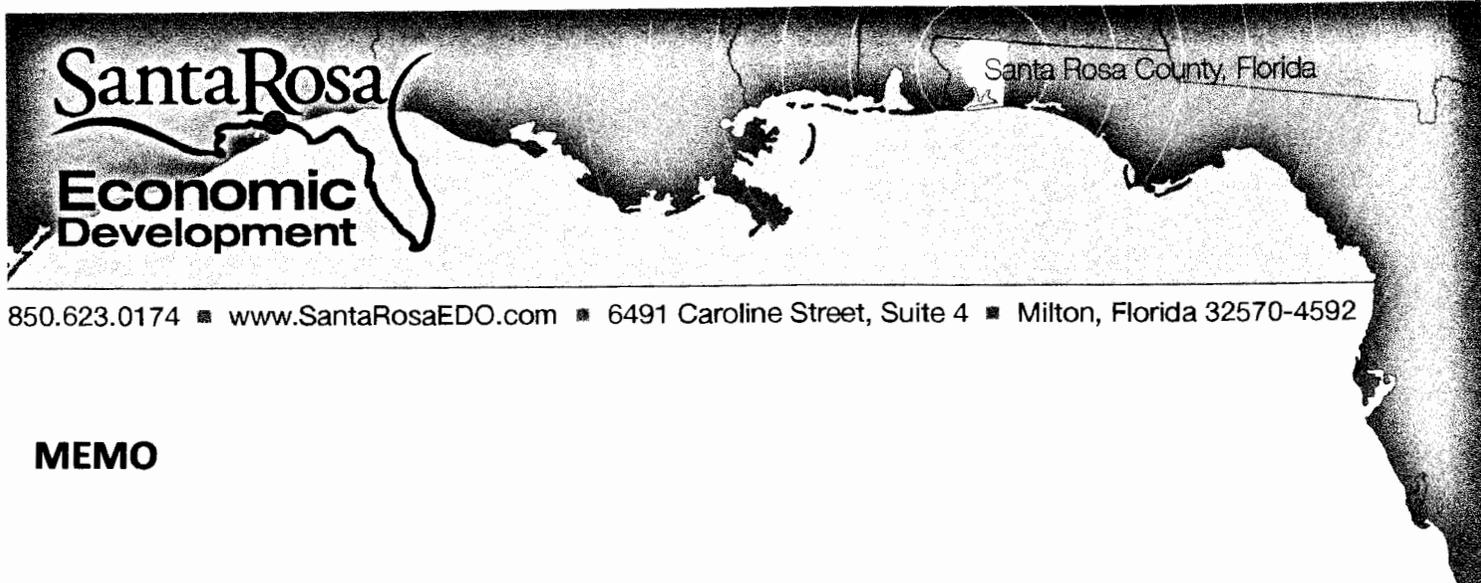


May 19, 2014

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Discussion of proposal in the amount of \$10,000 from the University of West Florida Haas Center for 2014 Military Transitioning Study of Santa Rosa County and Northwest Florida Region, funded through Florida Defense Reinvestment Grant (DRG).
2. Discussion of submission of Florida Department of Economic Opportunity Community Planning and Development grant for development of strategic marketing plan for the County.
3. Update on Project Delivery in Santa Rosa Industrial Park.



850.623.0174 ■ www.SantaRosaEDO.com ■ 6491 Caroline Street, Suite 4 ■ Milton, Florida 32570-4592

## MEMO

TO: Hunter Walker, County Administrator

FROM: Shannon Ogletree, Economic Development Director

DATE: May 14, 2014

SUBJECT: 2014 Military Transitioning Study of Santa Rosa County and Northwest Florida Region.

### RECOMMENDATION:

To accept proposal from Haas Center for \$10,000 to perform Military Transitioning Study of Santa Rosa County and Northwest Florida Region, funded through Defense Reinvestment Grant (DRG).

### BACKGROUND:

The Haas Center will collect and analyze data from a particular subset of skilled labor inside Santa Rosa County and the five-county Northwest Florida Region (Escambia, Santa Rosa, Okaloosa, Walton and Bay). Specifically, the occupational specialties of Santa Rosa's population of separated Department of Defense personnel, to include both the commissioned officer, warrant and enlisted rank categories. These data, available from the Defense Manpower Data Center (DMDC), in response to an outstanding Freedom of Information (FOIA) request, apply to Army, Navy, Air Force and Coast Guard for the NWFL region.

A variety of data sources will be utilized with the separation data described above. These data sets include (but not limited to) commuter patterns from the Census, Department of Defense occupation to Standard Occupation Classification Code crosswalk tables available from the National Crosswalk Service Center, and O\*Net crosswalks and definitions. The Haas Center will estimate by rough order of magnitude current and projected future labor force expertise, and the geographic location of those skill-sets, inside Santa Rosa County and the NWFL region.

# HAAS CENTER



INNOVATIVE RESEARCH ♦ INTELLIGENT SOLUTIONS  
A Center of the University of West Florida

March 28, 2014

Mr. Shannon Ogletree  
Santa Rosa County, Florida, Economic Development Office  
6491 Caroline Street  
Suite 4  
Milton, Florida 32570-4592

Dear Mr. Ogletree,

On behalf of the team at the Haas Center, I am pleased to submit the below proposal for the "2014 Military Transitioning Study" of Santa Rosa County and Northwest Florida Region. The Haas Center proposes to collect and analyze available occupational data pertaining to separated Department of Defense (DoD) personnel in the Northwest Florida region. Furthermore, the Haas Center proposes to present the findings of these data in a document for the Santa Rosa County Economic Development Office (EDO). Our proposal outlines the project's scope of services, including a project description, timeline and projected costs.

## Scope of Services

### Project Description

The Haas Center will collect and analyze data from a particular subset of skilled labor inside Santa Rosa County and the five-county Northwest Florida Region (Escambia, Santa Rosa, Okaloosa, Walton and Bay). Specifically, the occupational specialties of Santa Rosa County's population of separated Department of Defense personnel, to include both the commissioned officer, warrant and enlisted rank categories. These data, available from the Defense Manpower Data Center (DMDC), in response to an outstanding Freedom of Information Act (FOIA) request, apply to the Army, Navy, Air Force and Coast Guard for the NWFL region.

A variety of data sources will be utilized with the separation data described above. These data sets include (but not limited to) commuter patterns from the Census, Department of Defense occupation to Standard Occupation Classification Code crosswalk tables available from the National Crosswalk Service Center, and O\*Net crosswalks and definitions. The Haas Center will estimate by rough order of magnitude current and projected future labor force expertise, and the geographic location of those skill-sets, inside Santa Rosa County and the NWFL region.

The final report will include an Executive Summary of the major findings and recommendations. A cohesive presentation of the principal findings will be provided in the main report. The final report will include (but is not limited to) the following elements:

- 1) Executive Summary
- 2) Table of Contents
- 3) Introduction
- 4) Research Methodology
- 5) Analysis for Northwest Florida (Escambia, Santa Rosa, Okaloosa, Walton and Bay Counties)
- 6) Analysis for Santa Rosa County
- 7) Summary
- 8) Appendix

**Timeline**

The Center proposes to complete the project within three stages. Each stage and estimated time of completion is outlined below:

<b>Stage of Project</b>	<b>Weeks to Complete</b>
Stage 1: Data Collection from sources	2 weeks
Stage 2: Data Analysis and Draft Report	4 – 5 weeks
Stage 3: Santa Rosa EDO Review and Comment Period	2 weeks
<b>Estimated Time to Complete</b>	<b>8-9 weeks</b>

**Price Structure**

The Haas Center proposes to provide the above services for a firm, fixed rate of \$10,000 (\$5,000 for the Santa Rosa County analysis and \$5,000 for the aggregated NWFL region). There will be 50% due upon the execution of the contract, and 50% due upon final client acceptance of all work products.

If this proposal is acceptable, a formal contract will be developed and accepted by both parties prior to the start of the project.

Please feel free to contact me at [aschmerbeck@uwf.edu](mailto:aschmerbeck@uwf.edu) or via phone at 850.439.5400.

Sincerely,

Aaron Schmerbeck

## MEMO

TO: Hunter Walker, County Administrator

FROM: Shannon Ogletree, Economic Development Director

DATE: May 14, 2014

SUBJECT: Strategic Planning Grant

### RECOMMENDATION:

To allow staff to apply for the Community Planning and Development grant from the Department of Economic Opportunity (DEO) to develop and complete the strategic planning process with the goal of completing a strategic/marketing plan for Santa Rosa County

### BACKGROUND:

The Florida Department of Economic Opportunity Bureau of Community Planning is soliciting grant requests for the "Community Planning and Technical Assistance Grant" program through June 6, 2014. The purpose of these funds is to assist counties and municipalities in meeting the requirements of the Comprehensive Planning Act, addressing critical local planning issues, and promoting innovative planning solutions. Special consideration will be given to: projects that benefit rural local governments, including rural local governments in an urban county; proposals which *promote economic development*; and Innovative planning proposals which have applicability to other local governments in the state.

Awards are anticipated beginning July 1, 2014 and projects need to be completed by May 31, 2015. Typical awards will be \$25,000 or less, however, grants of greater value may be awarded for special projects of merit. Multi-year projects are not allowed at this time and funding is contingent upon legislative approval.

The Office of Economic Development is currently preparing a proposal to request funds to develop and adopt a Santa Rosa County Economic Development Strategic Plan.

The purpose of the plan is to develop a strategy for future economic development goals. Development of this Strategic plan is estimated to cost \$60,000-\$110,000. A request for grant funds to cover the entire cost will be made, however; should the project receive funding at a lesser amount, economic development funds will be needed for any shortfalls.

Board approval is requested to submit the application and to allocate additional funds to supplement any grant award to complete this project.

### MEMO

TO: Hunter Walker, County Administrator

FROM: Shannon Ogletree, Economic Development Director

DATE: May 15, 2014

SUBJECT: New Business in Santa Rosa Industrial Park

**Item:**

Update of a Project Delivery moving into the Santa Rosa Industrial Park

# Project Delivery



0 0.03 0.06 0.12 Miles

May 19, 2014

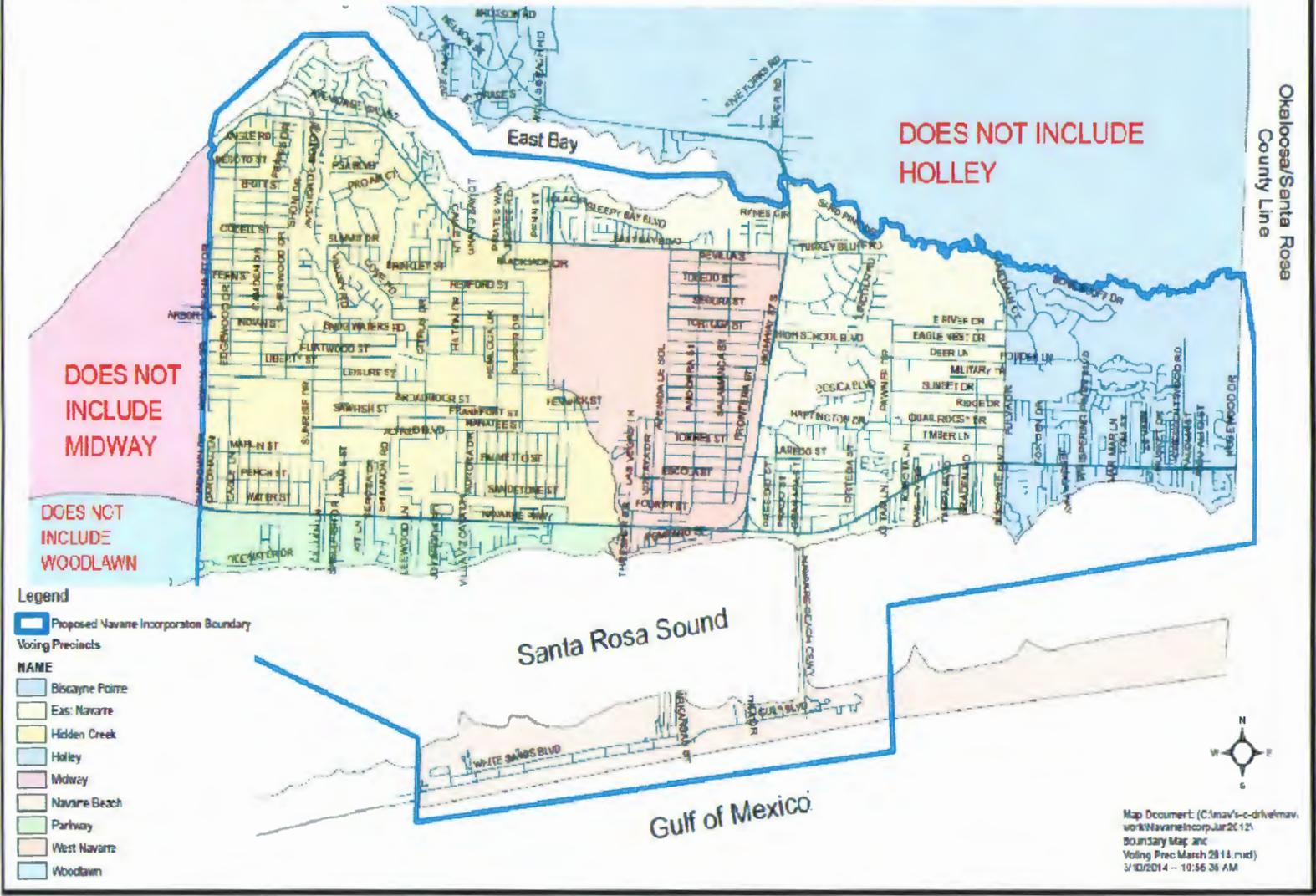
**ADMINISTRATIVE COMMITTEE**

1. Discussion of request from Citizens to Incorporate Navarre for Resolution providing for a non-binding referendum on the August 26, 2014 ballot regarding incorporation of area south of East River as City of Navarre and request for allocation of \$27,500 for feasibility study.
2. Discussion of proposed Amended and Restated Lease Agreement for Holi Corp and AmFi Investments on Navarre Beach.
3. Discussion of Resolution approving issuance of revenue bonds for financing/refinancing water and sewer improvements by Holley-Navarre Water System, Inc.
4. Discussion of expansion of School District Summer Food Program to include Optimist Park, Benny Russell Park, Floridatown Park, Patriot Park, and McCallister Park.
5. Discussion of authorization for application of U.S. Department of Justice Byrne Memorial Grant (Local Solicitation) in the amount of \$16,069 requiring no local match.
6. Discussion of authorization for application of 2014 COPS Hiring Program grant for nine (9) entry level law enforcement officers for the Sheriff's Office.
7. Discussion of contract with Warren Averitt/O'Sullivan Creel for independent audit services pursuant to State and Federal requirements.
8. Discussion of appointing two Commission members and one private property owner to the 2014 Value Adjustment Board (VAB).
9. Discussion of list of county owned property which could be offered for sale.
10. Discussion of designating Commissioner Cole as credentialed delegate to the 2014 annual NACo business meeting.

11. Discussion of rescheduling Monday, June 9, 2014 Pre-Budget workshop to Tuesday June 10, 2014 at 1:30 p.m. due to conflict with Local Restore Council meeting.
12. Discussion of scheduling public hearing on the following proposed ordinances:
  - establishment of street lighting Municipal Service Benefit Unit (MSBU) for Foxboro, Diamond Creek, Longview, Pace Mill Creek and Ashley Plantation.
  - establishment of paving/water/sewer MSBU for Ponderosa Subdivision.
  - establishment of subdivision improvements MSBU for Hidden Forest Subdivision.
13. Public Hearing items scheduled for 9:30 a.m. Thursday, May 22, 2014:

Vacation of Lot 4, Block 3, Floridatown Addition, Section 23, Township 1 North, Range 29 West, Santa Rosa County.

# Navarre Incorporation Study - Proposed Boundary & Voting Precinct - March 2014



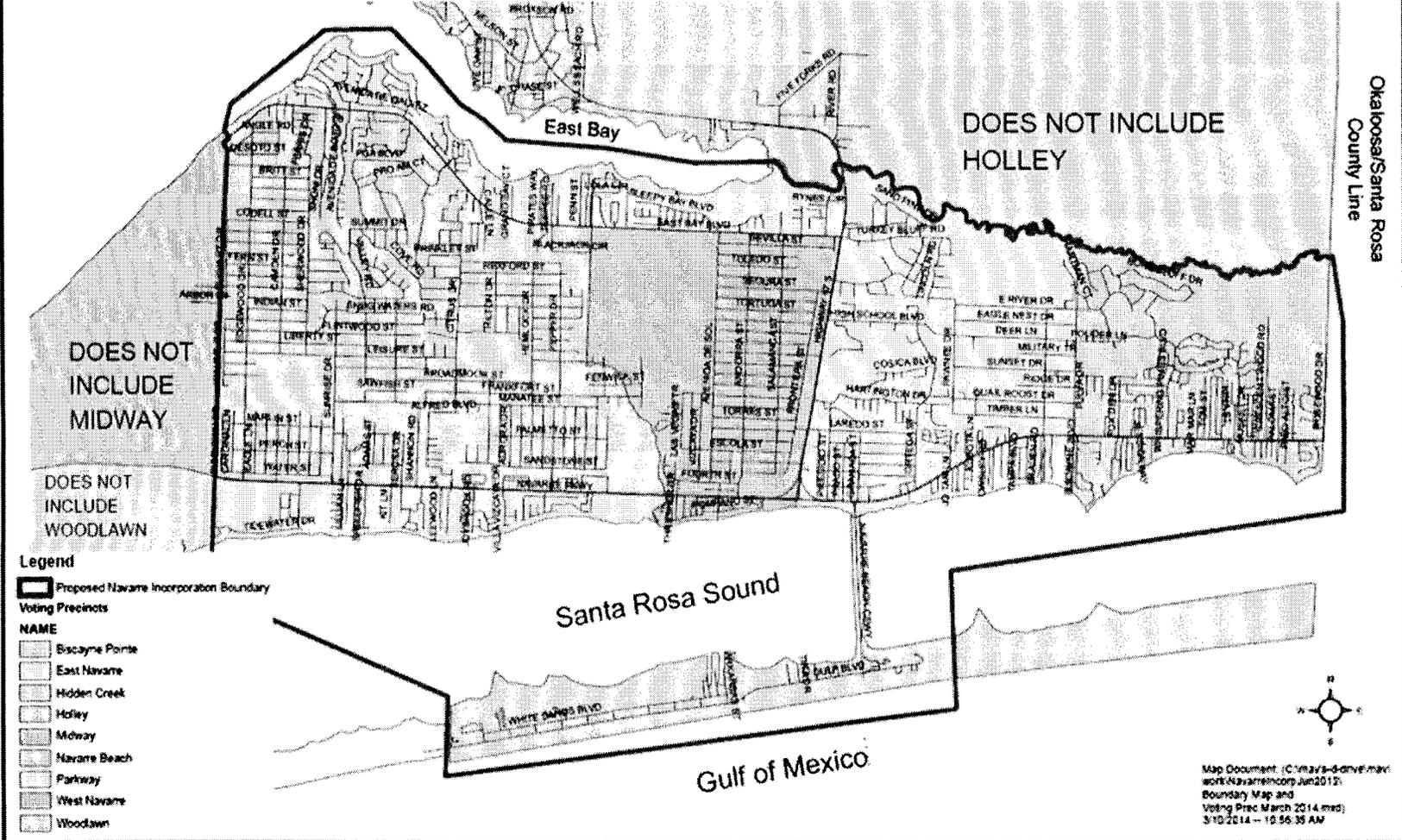
**REQUEST FOR  
STRAW POLL AND  
FEASIBILITY STUDY TO  
SRC BOARD OF COUNTY  
COMMISSIONERS**

**MAY 19, 2014**

*Presented by:*

*Citizens to Incorporate Navarre*

# Navarre Incorporation Study - Proposed Boundary & Voting Precinct - March 2014



- Legend**
- Proposed Navarre Incorporation Boundary
  - Voting Precincts**
  - NAME**
  - Biscayne Pointe
  - East Navarre
  - Hidden Creek
  - Midway
  - Navarre Beach
  - Parkway
  - West Navarre
  - Woodlawn



Map Document: I:\mva's-d-drive\mav\work\Navarre\incorp Jun2012\Boundary Map and Voting Prec March 2014.mxd  
 3/10/2014 - 10:56:35 AM

## **HISTORY OF NAVARRE INCORPORATION EFFORT**

2006

*Navarre Area Chamber of Commerce established a Task Force which requested Government Services Group (GSG) perform a study to determine feasibility of Navarre incorporation. Study cost was \$50,000 split 50/50 by the Chamber and SRC Commission.*

## **HISTORY OF NAVARRE INCORPORATION EFFORT**

*October 2006*

*Feasibility Study was published and concluded that Navarre met all legislative requirements to become a city.*

*January 2007*

*Initiative was placed on hold due to the financial crisis.*

*Funding was not available to pursue the writing of the city charter.*

# **HISTORY OF NAVARRE INCORPORATION EFFORT**

*April 2012*

*A diverse group of residents formed the political action committee “Citizens to Incorporate Navarre”. The committee began exploring incorporation as an option to protect and enhance the quality of life for Navarre.*

**HISTORY OF  
NAVARRE  
INCORPORATION  
EFFORT**

*June 2013*

*Citizens to Incorporate Navarre entered into a contract with Severn Trent Services to identify potential revenues and expenditures for the establishment of a town in the Navarre Beach Area.*

# **HISTORY OF NAVARRE INCORPORATION EFFORT**

November 2013

*The Severn Trent study determined that:*

- *The Navarre area comprises 22% of the population of Santa Rosa County and represents 26.36% of the total taxable value for the county.*
- *Incorporation is financially feasible*
- *County Services would be funded by ad valorem revenue currently collected by the county*
- *Town Services would be funded through non-ad valorem sources currently being paid by residents of the incorporated area (Municipal Revenue Sharing)*

# **HISTORY OF NAVARRE INCORPORATION EFFORT**

*November 2013*

*The Citizens to Incorporate Navarre met with Rep. Broxson and discussed the incorporation effort.*

*Rep. Broxson requested a non-binding straw poll of the citizens of Navarre to determine their desire to move forward (or not to move forward) with legislation for incorporation.*

**CURRENT  
NAVARRE  
INCORPORATION  
EFFORT**

*February – May 2014*

*Citizens to Incorporate Navarre circulated a petition to the residents of Navarre requesting the non-binding straw poll be placed on the August 26<sup>th</sup> ballot to determine the level of interest in the community.*

**CURRENT  
NAVARRE  
INCORPORATION  
EFFORT**

*May 19, 2014*

*Citizens to Incorporate Navarre are officially submitting these petitions to you today and request the non-binding straw poll wording of:*

“I support a legislative effort to consider the municipal incorporation of Navarre, which includes proposed legislation and the submittal of a feasibility study to the Florida Legislature. YES/NO”

# **CURRENT NAVARRE INCORPORATION EFFORT**

*In order to have an educated voting public, it is necessary to conduct a thorough feasibility study which will provide the information requested by Navarre's citizens.*

*Through research it has been determined that BJM Consulting can best provide this information.*

*BJM Consulting has completed incorporation studies for a number of Florida cities. Notably BJM Consulting completed the study for Estero, whose legislation for a referendum passed the House and Senate and was signed by Governor Scott on May 12, 2014.*

*The citizens of Estero will vote on their referendum to become a city (or not to become a city) in November 2014.*

# **CURRENT NAVARRE INCORPORATION EFFORT**

*BJM Consulting's study includes a comprehensive SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats).*

*This analysis will provide the in-depth information (including the pros and cons of incorporation) which will allow the citizens of Navarre to make an informed vote in the non-binding straw poll.*

# **CURRENT NAVARRE INCORPORATION EFFORT**

## *BJM Consulting's Scope of Services:*

- A review of the existing services presently being provided in Navarre*
- Development of proposed incorporation revenue timeline and administrative review of draft charter*
- Development of revenue analysis for the proposed incorporated area*
- Development of expenditure analysis for the proposed incorporated area*
- Development of the pro forma presentation of revenues vs. expenditures, forecasted for a period of five years*

**CURRENT  
NAVARRE  
INCORPORATION  
EFFORT**

*In addition to these services, BJM Consulting will interview Navarre community leaders, as well as county officials to gather information for the study.*

*BJM Consulting will also hold up to 3 public meetings to present the published feasibility study and answer questions from the citizens of Navarre.*

*The cost of this complete study is \$27,500.*

*We are requesting the commissioners approve funding of \$27,500 for this study.*

**SUMMARY OF  
REQUESTS**

*Approve non-binding  
Straw Poll on August  
26<sup>th</sup> ballot*

*Approve funding of  
\$27,500 for Feasibility  
Study to BJM Consulting*

*Questions?*

**RESOLUTION NO. 2014-\_\_**

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

**NON-BINDING REFERENDUM**

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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

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

BY: \_\_\_\_\_  
Chairman

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

## Hunter Walker

---

**From:** Angie Jones  
**Sent:** Thursday, May 15, 2014 9:14 AM  
**To:** Hunter Walker  
**Subject:** Holi Corp

Hunter: I've sent you Holi Corp's request for an amended lease. As you'll see, the request is for 99 years at \$1.00 per year. Of course, if fee simple were ever possible, Holi Corp has indicated that it would desire to obtain a deed for this property. I would suggest removing the fee simple language from the lease (latter portion of Paragraph VII) simply because we do not know what the final legislation will look like, and we would not want a conflict in the documents.

As for rent, the existing lease requires payment of:

- 5% of room rental up to \$25,000 of gross receipts;
- 3% of room rental above \$25,000 of gross receipts;
- 2% of food, beverage and ancillary facilities;
- Minimum annual payment of \$11,000.

In 2003, monthly remittances from Holi Corp ranged from \$3,400 in December to \$28,800 in July.

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.

# MOORE, HILL & WESTMORELAND, P.A.

ATTORNEYS AT LAW

H. EDWARD MOORE, JR. \*<sup>M</sup>  
LARRY HILL \*  
YANCEY F. LANGSTON  
CHARLES F. BEALL, JR. ‡<sup>+</sup>  
GEORGE R. MEAD, II  
MARGARET T. STOPP  
DOUGLAS S. WOODWARD +  
TIFFANY A. SULLIVAN +  
DANIEL M. EWERT

\* Board Certified Civil Trial Lawyer  
‡ Board Certified Appellate Lawyer  
<sup>M</sup> Certified Circuit Court Mediator  
+ Also Admitted in Alabama

Ninth Floor  
SunTrust Tower  
220 West Garden Street  
Pensacola, Florida 32502  
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internet  
<http://www.mhw-law.com>

Writer's Email Address:  
[lhill@mhw-law.com](mailto:lhill@mhw-law.com)

April 8, 2014

Ms. Angela Jones, County Attorney  
SANTA ROSA COUNTY  
6495 Caroline Street  
Suite M  
Milton FL 32570

Re: *Holi Corp. and AmFi Investments v. Brown and Nichols*

Dear Ms. Jones:

Enclosed is a proposed Restated and Amended Lease Agreement. As you are aware, my client is struggling to do everything possible to obtain financing to begin construction on the new hotel and we need to have resolution of the lease provisions prior to beginning construction. Please let us know if it meets with your approval, or let us have your comments or questions.

Thank you.

Very truly yours,

MOORE, HILL & WESTMORELAND, P.A.



Larry Hill

Enclosure

APR 10 2014

## **RESTATED AND AMENDED LEASE AGREEMENT**

**THIS RESTATED AND AMENDED LEASE AGREEMENT**, hereinafter called "Agreement," is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between SANTA ROSA COUNTY, a political subdivision of the state of Florida, hereinafter called the "Lessor" and HOLI CORP, a Delaware corporation, hereinafter called the "Lessee."

### **I. STATEMENT OF PURPOSE**

That certain Lease Agreement (the "Original Lease") recorded in O.R. Book 197 at Page 671 of the public records of Santa Rosa County, Florida, was entered into by and between Santa Rosa County and John H. Tatum and Waugantha G. Tatum, as the Lessee, creating a leasehold on the Leased property as hereinafter defined, which lease was assigned to AFCO Investments Corporation, a Florida corporation, via that certain instrument recorded in OR Book 273 at Page 507 of the public records of Santa Rosa County, Florida and which was subsequently assigned to Holi Corp, a Delaware corporation, via that certain instrument recorded in OR Book 1869 at Page 1 of the public records of Santa Rosa County, Florida, which was amended via that certain instrument dated May 24, 1979, and recorded in OR Book 476 at Page 345 of the public records of Santa Rosa County, Florida, and which was amended further via that certain instrument dated November 9, 1994, and recorded in OR Book 1446 at Page 167 of the public records of Santa Rosa County, Florida, and which is currently held by Lessee. This Restated and Amended Lease shall supersede the Original Lease and any amendments thereto and shall be the instrument defining the agreement between Lessor and Lessee or Sub-Lessee as to the premises described in Section II.

### **II. PREMISES LEASED**

Lessor does hereby grant, demise, and lease to the Lessee, the following property on Santa Rosa Island, in Santa Rosa County, Florida, to wit:

**SEE ATTACHED EXHIBIT A**

### **III. TERM OF LEASE**

The original term of this Lease is for 99 years, beginning on the effective date of the original lease term, which was June 26, 1969. This Lease shall renew automatically for additional 99 year terms so long as Lessee is not in default under this Lease or, if in default at the expiration date, has not cured the default after notice and the period of time allowed for curing default under this Agreement.

### **IV. USE OF LEASED PREMISES**

The Leased Property is leased to Lessee for the purpose of developing hotel facilities and accessory uses.

Lessee shall construct a hotel facility containing a minimum of 150 rooms. Lessee shall commence construction of the hotel within six (6) months and shall complete construction within fourteen (14) months of commencement.

#### **VI. ASSIGNMENT OF LEASE**

This lease may not be assigned, mortgaged, pledged or subleased without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

#### **VII. RENT**

A. Lease payment for Hotel Operations. Lessee agrees to pay \$1.00 per year as the rental for this lease. In addition, Lessee agrees to pay the assessed property taxes for the current tax year and for each year thereafter during the term of the lease, subject to the rights of any property owner to challenge the assessed value. If the United States Congress passes legislation allowing the conveyance of fee simple title to Lessees, then Santa Rosa County will deed the property in full fee simple ownership to Lessee without the payment of any additional monies from Lessee to Lessor and Lessee will pay only real property taxes, with no additional lease fees on said property. Thereafter, all rights of fee simple ownership shall vest in the Lessee and all provisions of this lease shall be automatically terminated.

#### **VIII. PUBLIC UTILITIES AND SERVICES**

The Lessee, if required by the Lessor, shall exclusively use, at such rates or charges as may be fixed or approved by the Lessor from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Lessor or by others under agreement with or license or permit from the Lessor including water and sewage. Nothing in this paragraph shall obligate Lessor to provide any service.

Subject to any vested legal rights, Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the leased property, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the leased property. Lessee shall also keep and maintain the leased property in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

This Lease and the leased property shall always be subject to applicable covenants, restrictions and building codes adopted from time to time by governmental agencies having authority over the leased property, including regulations adopted by Lessor in the exercise of police power.

#### **IX. COMPLIANCE WITH LAWS, SAFETY**

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the leased property, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the leased property. Lessee further agrees to maintain the leased property in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its business for the protection of the public.

This Lease and the Leased property are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 at Page 303 of the public records of Escambia County; and the said Covenants and Restrictions are made a part hereof; as if fully set forth herein. Furthermore, this Lease and the Leased property shall always be subject to applicable covenants, restriction and building codes adopted from time to time by the Lessor and any other governmental agency having authority over the Demised Premises.

#### **X. TITLE TO IMPROVEMENTS**

Title to any building or other improvements of a permanent character that shall be erected or placed upon the leased property by the Lessee shall upon termination of this Lease vest in said Santa Rosa County subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such fixed permanent improvements from the leased property.

#### **XI. REPAIRS AND MAINTENANCE**

Lessee or its successors or assigns shall, at its own costs and expenses, repair, replace and maintain the leased property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the leased property.

#### **XII. TAXES AND ASSESSMENTS**

Lessee or its successors or assigns shall pay and discharge all existing and future taxes, sales taxes, lease taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the leased property.

#### **XIII. MORTGAGES**

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation (each a "Leasehold Mortgage"), and to refinance and or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage (each a "Leasehold Mortgage") may, but shall not be required to, perform on Lessee's behalf any of Lessee's

obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Lessor is concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

#### **XIV. LESSOR'S ACCESS**

The Lessor and Lessor's agents shall at all reasonable times have access to the leased property for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

#### **XV. INDEMNITY; INSURANCE**

All property of every kind which may be on the leased property during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Lessor shall not be liable to Lessee, or any other person for property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Lessor shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees, visitors, successors, or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Leased property as wholly suitable for the purpose for which it is leased and agrees to hold the Lessor harmless from all claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless the Lessor for and from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury occurring on the leased property, and if suit is brought against Lessor upon any claim pursuant to this paragraph. Lessee will, upon notice of such suit, assume the defense of the suit at Lessee's expense.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Lessor. Proof of such insurance must be provided to the Lessor on a yearly basis.

#### **XVI. DESTRUCTION OF PREMISES**

In the event of damage to or destruction of any Improvements required as described herein to be constructed on the Leased property by fire, windstorm, water or any other cause whatsoever, Lessee shall at its own cost, within twelve (12) months' time (or additional reasonable period not to exceed a total of twenty-four (24) months) (the "Repair Period"), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Lessor shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. Failure to do so shall constitute a breach of this Lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the Leased property shall be payable to the Lessor and Lessee jointly to assure the repair or replacement of such improvements and/or leveling and cleaning of the Demised Premises. The Lessor shall have a lien on all such insurance proceeds, regardless of whether it is

named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision. In the event Lessee is unable to repair or rebuild the Improvements, then Lessee shall have a reasonable period of time within which to market and sell the Leasehold.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Lessor. Proof of insurance must be provided to the Lessor upon demand.

#### **XVII. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES;**

The Lessor may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute a default under the terms of this Lease.

- (1) If Lessee shall desert or vacate the Demised Premises;
- (2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- (3) If Lessee fails to properly develop the Leased property in the manner specified.
- (4) If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease that Lessee is to perform.
- (5) If Lessee fails to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Lessee's business.
- (6) The Lessor may immediately terminate and cancel this Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors.

In case any portion of the rental, assessments, or debts attributable to the use and occupancy of the Leased property remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue in such nonpayment and default after thirty (30) days' notice in writing from the Lessor (the "Initial Notice Period") to the Lessee, then the Lessor may declare this Lease terminated and may take possession of the Leased Property and all the Improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Lessor that it has a leasehold Interest and has furnished the Lessor an address where notice to it may be sent, then, in that event, the Lessor may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms, and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Lessor has mailed notice of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Lessor may declare this Lease terminated and may take possession of the Leased property and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Lessor that it has a Leasehold Interest and has furnished the Lessor an address where notice to them may be sent, then, in that event, the Lessor may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Leased property and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Lessor shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

#### **XVIII. ATTORNEY'S FEES**

If default be made by Lessee in the performance of any of the terms, covenants, agreements or conditions set forth in this Lease, so that it becomes necessary to place the enforcement of this Lease or any part of this Lease or the collection of any rent due or to become due hereunder or the recovery or possession of the leased property in the hands of an attorney or to file suit upon this Lease, Lessee shall pay Lessor all the costs incurred in such action, including reasonable attorney's fees. Likewise, if default be made by Lessor in the performance of any of the terms, covenants, agreements or conditions set forth in this Lease, so that it becomes necessary to place the enforcement of this Lease or any part of this Lease in the hands of an attorney or to file suit upon this Lease, Lessor shall pay Lessee all the costs incurred in such action, including reasonable attorney's fees.

#### **XIX. NOTICES**

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. Mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other and by any financial institution and/or Special Entity (or their respective agents) to the Lessor and shall be deemed to have been received on the date of actual receipt by the addressee.

Lessor:           Attention: County Administrator  
                      Santa Rosa County Board of County Commissioners  
                      6495 Caroline Street, Suite M  
                      Milton, Florida 32570

Lessee: \_\_\_\_\_

**XX. PROVISIONS BINDING**

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, respectively, subject to other provisions in this Lease limiting assignment.

**XXI. AMENDMENT**

This Lease may not be altered, changed or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

**XXII. SEVERABILITY**

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

**XXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in construction or interpretation of this Lease or any of its provisions.

**XXIV. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between the Lessor and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

**XXV. WAIVERS**

The failure of the Lessor to insist, in any one or more instances on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

**XXVI. TIME OF ESSENCE**

Time is of the essence of each and every provision, covenant, and condition of this Lease on the part of Lessee to be done and performed.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals  
this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

\_\_\_\_\_  
Clerk of Court

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

**HOLI CORP**

**ATTEST:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

**(NOTARY BLOCKS ON FOLLOWING PAGE)**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, as  
Chairman, Santa Rosa County Board of County Commissioners, who is personally known to me  
or who produced \_\_\_\_\_ as identification and  
who acknowledged before me that the foregoing instrument was executed for the purposes  
therein expressed.

**SWORN TO AND SUBSCRIBED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of Holi Corp who is personally known to me or who produced  
\_\_\_\_\_ as identification and who acknowledged  
before me that the foregoing instrument was executed for the purposes therein expressed.

**SWORN TO AND SUBSCRIBED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

10002

BOOK 476 PAGE 345

AMENDMENT TO LEASE AGREEMENT

SANTA ROSA COUNTY, FLA.

THIS AMENDMENT to that certain lease dated

June 26, 1969, by and between Santa Rosa County Beach Administration, as Lessor, and John H. Tatum and wife, Waugantha G. Tatum, as Lessee, and recorded in the official records of Escambia County, Florida, in Official Records Book 557, at page 435, is hereby made, executed and delivered as of this the 24<sup>th</sup> day of May, 1979, by and between Santa Rosa County Beach Administration, as Lessor, and AmFi Investments Corporation, a Delaware corporation, the successor to John H. Tatum and Waugantha G. Tatum, as Lessee:

WITNESSETH:

1. That Paragraph 6 of the above-described lease *JHM* *7/11/79*, at such time as additional units are be and the same is hereby amended/to read as follows: constructed and completed and available for occupancy, *BB*

"6. Lessee covenants and agrees to pay and the Administration hereby reserves, as rental for this lease: occupied,

"A. In the event that the annual gross receipts exceed \$2,768,000.00 and additional rooms are completed a minimum annual rental of the greater of \$138,000.00, or

"1. The following percentages on gross receipts from room rental:

"(a) 5% of the first \$25,000.00;

"(b) 3% of all gross receipts in excess of \$25,000.00; and

"2. Food, beverage and ancillary facilities: 2% of the gross receipts from all other sources, including, but not limited to, receipts from the sale of food and alcoholic beverages.

"B. "In the event that the annual gross receipts are less than \$2,768,000.00, the rental shall be determined in accordance with paragraph 6 of the original lease dated June 26, 1969.

"C. The minimum annual rental as provided for in the original lease shall be paid in advance on the 1st day of January of each year and shall be credited towards any additional payments which may be due to the Lessor pursuant to Paragraphs 6 A and B herein. The payments provided for in Paragraphs 6 A or B shall be payable to the administration monthly no later than fifteen (15) days after each months close of business.

IN WITNESS WHEREOF, the said Santa Rosa County Beach Administration has caused this instrument to be signed by its Chairman, and attested by its Secretary, and



the seal of the Administration to be affixed thereto, and  
the said Lessees have hereunto set their hands and seals  
on this 24<sup>th</sup> day of May, 1979.

OF BOOK 476 PAGE 346

SANTA ROSA COUNTY BEACH  
ADMINISTRATION, Lessor

SANTA ROSA COUNTY, FLA.

By: William D. Ripon  
Chairman

ATTEST:

Charles J. Lott  
Secretary

Signed, sealed and delivered in  
the presence of as to Santa  
Rosa County Beach Administration

William D. Ripon

Charles J. Lott

AmFi INVESTMENTS CORPORATION,  
Lessee

By: P. S. Math  
President

ATTEST:



Charles J. Lott  
Secretary

Signed, sealed and delivered in  
the presence of as to AmFi  
Investments Corporation

Charles J. Lott

William D. Ripon

STATE OF FLORIDA  
SANTA ROSA COUNTY

Before me, the undersigned notary public, personally  
appeared William D. Ripon and Charles J. Lott  
well known to me and known to me to be the Chairman and  
Secretary respectively of Santa Rosa County Beach  
Administration, and acknowledged that they executed the fore-  
going instrument for and in the name of said Administration,

**Commercial 5% Lease Fees**

HOLIDAY INN	NB COM5%	APRIL 03	001	3620003	05/21/2003	\$14,105.96
HOLIDAY INN	NB COM5%	MAY 03	001	3620003	06/13/2003	\$20,462.35
HOLIDAY INN	NB COM5%	JUNE 03	001	3620003	07/11/2003	\$23,108.78
HOLIDAY INN	NB COM5%	JULY 03	001	3620003	08/08/2003	\$28,807.25
HOLIDAY INN	NB COM5%	AUG 03	001	3620003	09/12/2003	\$16,698.46
HOLIDAY INN	30811	SEPT RENT	001	3620003	10/10/2003	\$7,423.85
HOLIDAY INN	NB COM5%	OCT 03	001	3620003	11/07/2003	\$7,664.47
HOLIDAY INN	NB COM5%	NOV 03	001	3620003	12/05/2003	\$4,984.31
HOLIDAY INN	NB COM5%	DEC 03	001	3620003	01/12/2004	\$3,370.18
HOLIDAY INN	NB COM5%	JAN 04	001	3620003	02/09/2004	\$15,912.11
HOLIDAY INN	NB COM5%	FEB 04	001	3620003	03/12/2004	\$5,727.31
HOLIDAY INN	NB COM5%	MARCH 04	001	3620003	04/12/2004	\$13,621.15
HOLIDAY INN	NB COM5%	APRIL 04 INCL 00 TO 02 CR	001	3620003	05/11/2004	\$10,231.80
HOLIDAY INN	NB COM5%	MAY 04	001	3620003	06/07/2004	\$1,552.69
HOLIDAY INN	NB COM5%	JUNE 04	001	3620003	07/12/2004	\$23,708.35
HOLIDAY INN	NB COM5%	JULY 04	001	3620003	08/17/2004	\$33,346.71
HOLIDAY INN	NB COM5%	AUG 04	001	3620003	09/13/2004	\$12,585.09
HOLIDAY INN	20041457	SEPT 04	001	3620003	11/05/2004	\$3,331.46
HOLIDAY INN	NB COM5%	RENT	001	3620003	02/15/2005	\$11,000.00
HOLIDAY INN	NB COM5%	JAN 04 TO DEC 04 TAX	001	3620003	05/20/2005	\$532.37
HOLI CORP	NB COM5%	RENT	001	3620003	06/09/2006	\$11,000.00
HOLI CORP	NB COM5%	RENTE FEE	001	3620003	12/14/2006	\$11,000.00
HOLI CORP	NB COM5%	120407	001	3620003	12/06/2007	\$11,000.00
HOLI CORP	NB COM5%	QUARTERLY RENT	001	3620001	12/01/2008	\$11,000.00
HOLI CORP	NB COM5%	111009 MINIMUM RENT CLOSE	001	3620001	11/18/2009	\$11,000.00
HOLI CORP	NB COM5%	RENT 111610	001	3620001	11/29/2010	\$11,000.00
CROWNE PLAZA	NB COM5%	2011 FORMER HOLIDAY INN	001	3620001	01/12/2012	\$11,000.00
CROWNE PLAZA	NB COM5%	2012 FORMER HOLIDAY INN	001	3620001	11/26/2012	\$11,000.00
HOLI CORP NAVARRE P	NB COM5%	2013 LEASE HOLIDAY INN	001	3620001	11/21/2013	\$11,000.00
						<b>\$357,174.65</b>

**Sales Tax**

HOLIDAY INN	GEN S/T	ARPIL 03	001	20800011	05/21/2003	\$916.89
HOLIDAY INN	GEN S/T	MAY 03	001	20800011	06/13/2003	\$1,330.06
HOLIDAY INN	GEN S/T	JUNE 03	001	20800011	07/11/2003	\$1,502.08
HOLIDAY INN	GEN S/T	JULY 03	001	20800011	08/08/2003	\$1,872.48

HOLIDAY INN	GEN S/T	AUG 03	001	20800011	09/12/2003	\$1,085.41
HOLIDAY INN	GEN S/T	SEPT RENT	001	20800011	10/10/2003	\$482.56
HOLIDAY INN	GEN S/T	OCT 03	001	20800011	11/07/2003	\$498.20
HOLIDAY INN	GEN S/T	NOV 03	001	20800011	12/05/2003	\$323.97
HOLIDAY INN	GEN S/T	DEC 03	001	20800011	01/12/2004	\$219.07
HOLIDAY INN	GEN S/T	JAN 04	001	20800011	02/09/2004	\$1,034.29
HOLIDAY INN	GEN S/T	FEB 04	001	20800011	03/12/2004	\$372.28
HOLIDAY INN	GEN S/T	MARCH 04	001	20800011	04/12/2004	\$885.38
HOLIDAY INN	GEN S/T	APRIL 04 INCL 00 TO 02 CR	001	20800011	05/11/2004	\$665.07
HOLIDAY INN	GEN S/T	MAY 04	001	20800011	06/07/2004	\$100.93
HOLIDAY INN	GEN S/T	JUNE 04	001	20800011	07/12/2004	\$1,541.04
HOLIDAY INN	GEN S/T	JULY 04	001	20800011	08/17/2004	\$2,167.53
HOLIDAY INN	GEN S/T	AUG 04	001	20800011	09/13/2004	\$818.03
HOLIDAY INN	GEN S/T	SEPT 04	001	20800011	11/05/2004	\$216.55
HOLIDAY INN	GEN S/T	TAX	001	20800011	02/15/2005	\$715.00
HOLIDAY INN	GEN S/T	JAN 04 TO DEC 04 TAX	001	20800011	05/20/2005	\$34.60

HOLI CORP	GEN S/T	TAX	001	20800011	06/09/2006	\$715.00
HOLI CORP	GEN S/T	TAX	001	20800011	12/14/2006	\$715.00
HOLI CORP	NB COM5%	120407	001	3620003	12/06/2007	\$715.00
HOLI CORP	GEN S/T	QUARTERLY RENT TAX	001	20800011	12/01/2008	\$715.00
HOLI CORP	NB C TAX	111009 TAX	001	20800011	11/18/2009	\$715.00
HOLI CORP	GEN S/T	RENT 111610	001	20800011	11/29/2010	\$715.00
CROWNE PLAZA	GEN S/T	2011 FORMER HOLIDAY INN	001	20800011	01/12/2012	\$715.00
CROWNE PLAZA	NB C TAX	2012 FORMER HOLIDAY INN	001	20800011	11/26/2012	\$715.00
HOLI CORP NAVARRE P	NB C TAX	2013 LEASE HOLIDAY INN	001	20800011	11/21/2013	\$715.00
						<b>\$23,216.42</b>

**Water/Sewer Revenue**

HOLIDAY INN NAVARRE	AC	0120251002-00		03/24/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		04/24/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		05/12/2003	\$10,999.22
HOLIDAY INN NAVARRE	AC	0120251002-00		06/20/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		07/14/2003	\$10,867.50
HOLIDAY INN NAVARRE	AC	0120251002-00		08/11/2003	\$10,807.50
HOLIDAY INN NAVARRE	AC	0120251002-00		09/08/2003	\$13,634.85
HOLIDAY INN NAVARRE	AC	0120251002-00		10/13/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		11/18/2003	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		12/08/2003	\$13,662.25
HOLIDAY INN NAVARRE	AC	0120251002-00		01/12/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		02/09/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		03/08/2004	\$10,837.50
HOLIDAY INN NAVARRE	AC	0120251002-00		04/13/2004	\$10,927.36
HOLIDAY INN NAVARRE	AC	0120251002-00		05/11/2004	\$15,451.47
HOLIDAY INN NAVARRE	AC	0120251002-00		06/07/2004	\$16,102.41
HOLIDAY INN NAVARRE	AC	0120251002-00		07/12/2004	\$15,590.47
HOLIDAY INN NAVARRE	AC	0120251002-00		08/09/2004	\$16,593.28
HOLIDAY INN NAVARRE	AC	0120251002-00		09/22/2004	\$17,458.81
HOLIDAY INN NAVARRE	AC	0120251002-00		10/29/2004	\$12,597.69
HOLIDAY INN NAVARRE	AC	0120251002-00		01/21/2005	\$10,937.38
HOLIDAY INN NAVARRE	AC	0120251002-00		02/23/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		03/11/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		04/08/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		05/06/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		06/10/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		07/19/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		10/14/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		11/14/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		12/09/2005	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		01/17/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		02/09/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		03/10/2006	\$11,449.50
HOLIDAY INN NAVARRE	AC	0120251002-00		04/07/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00		05/08/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00		06/12/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00		07/07/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00		08/04/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00		09/08/2006	\$13,744.50

**MSBU's**

HOLIDAY INN NAVARRE	AR	003019-00			01/13/2004
HOLIDAY INN NAVARRE	AR	003019-00			01/26/2004
HOLIDAY INN NAVARRE	AR	003019-00			12/29/2004
HOLIDAY INN NAVARRE	AR	003019-00			01/13/2006
HOLIDAY INN NAVARRE	AR	003019-00			08/15/2006

HOLIDAY INN NAVARRE	AC	0120251002-00			10/06/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			11/13/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			12/08/2006	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			01/05/2007	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			02/09/2007	\$13,744.50
HOLIDAY INN NAVARRE	AC	0120251002-00			03/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			04/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			05/04/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			06/08/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			07/09/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			08/10/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			09/07/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			10/05/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			11/08/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			12/07/2007	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			01/07/2008	\$14,721.15

HOLIDAY INN NAVARRE	AC	0120251002-00			02/01/2008	\$14,721.15
HOLIDAY INN NAVARRE	AC	0120251002-00			03/07/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			04/04/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			05/09/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			06/06/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			07/07/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			08/08/2008	\$15,310.20
HOLIDAY INN NAVARRE	AC	0120251002-00			09/05/2008	\$15,310.20
HOLIDAY INN	AC	0120251003-00			03/24/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			04/24/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			05/12/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			06/20/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			08/11/2003	\$60.00
HOLIDAY INN	AC	0120251003-00			09/08/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			10/13/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			11/18/2003	\$30.00
HOLIDAY INN	AC	0120251003-00			12/08/2003	\$33.00
HOLIDAY INN	AC	0120251003-00			01/12/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			02/09/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			03/08/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			04/13/2004	\$33.33
HOLIDAY INN	AC	0120251003-00			05/11/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			06/07/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			07/12/2004	\$30.00
HOLIDAY INN	AC	0120251003-00			08/09/2004	\$32.40
HOLIDAY INN	AC	0120251003-00			09/22/2004	\$32.40
HOLIDAY INN	AC	0120251003-00			10/29/2004	\$32.40
HOLIDAY INN	AC	0120251003-00			01/21/2005	\$34.20
HOLIDAY INN	AC	0120251003-00			02/23/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			03/11/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			04/08/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			05/06/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			06/10/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			07/19/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			10/14/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			11/14/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			12/09/2005	\$32.40
HOLIDAY INN	AC	0120251003-00			01/17/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			02/09/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			03/10/2006	\$32.40
HOLIDAY INN	AC	0120251003-00			04/07/2006	\$33.70

HOLIDAY INN	AC	0120251003-00			05/08/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			06/12/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			07/07/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			08/04/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			09/08/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			10/06/2006	\$32.61
HOLIDAY INN	AC	0120251003-00			11/13/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			12/08/2006	\$33.70
HOLIDAY INN	AC	0120251003-00			01/05/2007	\$33.70
HOLIDAY INN	AC	0120251003-00			02/09/2007	\$33.70
HOLIDAY INN	AC	0120251003-00			04/09/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			05/04/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			06/08/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			07/09/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			08/10/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			09/07/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			10/05/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			11/08/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			12/07/2007	\$35.04
HOLIDAY INN	AC	0120251003-00			01/07/2008	\$35.04
HOLIDAY INN	AC	0120251003-00			02/01/2008	\$35.04
HOLIDAY INN	AC	0120251003-00			03/07/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			04/04/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			05/09/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			06/06/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			07/07/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			08/08/2008	\$36.45
HOLIDAY INN	AC	0120251003-00			09/05/2008	\$36.45
HOLIDAY INN	AC	0420251002-00			01/26/2004	\$376.40
HOLIDAY INN	AC	0420251002-01			04/05/2004	\$222.68
HOLI CORP	UB	00491-00			10/10/2008	\$15,310.20
HOLI CORP	UB	00491-00			11/07/2008	\$15,310.20
HOLI CORP	UB	00491-00			12/08/2008	\$15,310.20
HOLI CORP	UB	00491-00			01/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			02/06/2009	\$15,310.20
HOLI CORP	UB	00491-00			03/06/2009	\$15,310.20
HOLI CORP	UB	00491-00			04/13/2009	\$15,310.20
HOLI CORP	UB	00491-00			05/08/2009	\$15,310.20
HOLI CORP	UB	00491-00			06/05/2009	\$15,310.20
HOLI CORP	UB	00491-00			07/10/2009	\$15,310.20
HOLI CORP	UB	00491-00			08/07/2009	\$15,310.20

HOLI CORP	UB	00491-00			09/11/2009	\$15,310.20
HOLI CORP	UB	00491-00			10/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			11/09/2009	\$15,310.20
HOLI CORP	UB	00491-00			12/11/2009	\$15,310.20
HOLI CORP	UB	00491-00			01/11/2010	\$15,310.20
HOLI CORP	UB	00491-00			02/05/2010	\$15,310.20
HOLI CORP	UB	00491-00			03/15/2010	\$15,310.20
HOLI CORP	UB	00491-00			04/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			05/07/2010	\$15,310.20
HOLI CORP	UB	00491-00			06/04/2010	\$15,310.20
HOLIDAY INN NAVARRE	UB	00491-00			07/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			08/09/2010	\$15,310.20
HOLI CORP	UB	00491-00			09/10/2010	\$15,310.20
HOLI CORP	UB	00491-00			10/08/2010	\$15,310.20
HOLI CORP	UB	00491-00			11/15/2010	\$15,310.20
HOLI CORP	UB	00491-00			12/10/2010	\$15,310.20
HOLI CORP	UB	00491-00			01/07/2011	\$15,310.20
HOLI CORP NAVARRE P	UB	00491-01			03/07/2014	\$16,270.40
HOLI CORP NAVARRE P	UB	00491-01			04/11/2014	\$9,516.80
HOLI CORP	UB	00492-00			10/10/2008	\$36.45
HOLI CORP	UB	00492-00			11/07/2008	\$36.45
HOLI CORP	UB	00492-00			12/08/2008	\$36.45
HOLI CORP	UB	00492-00			01/09/2009	\$36.45
HOLI CORP	UB	00492-00			02/06/2009	\$36.45
HOLI CORP	UB	00492-00			03/06/2009	\$36.45
HOLI CORP	UB	00492-00			04/13/2009	\$36.45
HOLI CORP	UB	00492-00			05/08/2009	\$36.45
HOLI CORP	UB	00492-00			06/05/2009	\$36.45
HOLI CORP	UB	00492-00			07/10/2009	\$36.45
HOLI CORP	UB	00492-00			08/07/2009	\$36.45
HOLI CORP	UB	00492-00			09/11/2009	\$36.45
HOLI CORP	UB	00492-00			10/09/2009	\$36.45
HOLI CORP	UB	00492-00			11/09/2009	\$36.45
HOLI CORP	UB	00492-00			12/11/2009	\$36.45
HOLI CORP	UB	00492-00			01/11/2010	\$36.45
HOLI CORP	UB	00492-00			02/05/2010	\$36.45
HOLI CORP	UB	00492-00			03/15/2010	\$36.45
HOLI CORP	UB	00492-00			04/09/2010	\$36.45
HOLI CORP	UB	00492-00			05/07/2010	\$36.45
HOLI CORP	UB	00492-00			06/04/2010	\$36.45
HOLIDAY INN NAVARRE	UB	00492-00			07/09/2010	\$36.45

HOLI CORP	UB	00492-00			08/09/2010	\$36.45
HOLI CORP	UB	00492-00			09/10/2010	\$36.45
HOLI CORP	UB	00492-00			10/08/2010	\$36.45
HOLI CORP	UB	00492-00			11/15/2010	\$36.45
HOLI CORP	UB	00492-00			12/10/2010	\$36.45
HOLI CORP	UB	00492-00			01/07/2011	\$36.45
HOLI CORP NAVARRE P	UB	00492-02			03/07/2014	\$124.64
HOLI CORP NAVARRE P	UB	00492-02			04/11/2014	\$72.90
						<b>\$1,293,073.46</b>

\$125.00
\$1,075.00
\$1,500.00
\$1,500.00
\$121,475.33
<b>\$125,675.33</b>

## Emily Spencer

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**From:** Bell, Jackie B. <JBell@mcguirewoods.com>  
**Sent:** Wednesday, May 07, 2014 3:30 PM  
**To:** Merry Beth Andrews; Emily Spencer  
**Subject:** Capital Trust Agency Industrial Development Refunding and Revenue Bonds, Series 2014 (Holley Navarre Water System, Inc.)  
**Attachments:** Local Agency Resolution (Santa Rosa County-Holley Navarre) v2.DOCX; Report of Hearing Officer (CTA for SRC).DOCX

Merry Beth and Emily, I am attaching a Resolution in final form and a Report of Hearing Officer which will be finalized tomorrow and hand delivered to the County Administrator's office. Ken Walker, General Manager of Holley Navarre Water System, Inc., spoke to Hunter Walker earlier today about the need to submit the Resolution and related Report to the Board for consideration at its meeting scheduled May 22. Merry Beth, I believe Hunter is speaking to Angie about the matter, in particular her reaching out to Richard for any information she may need. Thanks to both and don't hesitate to let me know if you have any questions or concerns.

Jackie

Jackie B. Bell  
Public Finance Professional and  
Assistant to Richard I. Lott  
McGuireWoods LLP  
25 West Cedar Street, Suite 211-500  
Pensacola, Florida 32502  
850.469.1088 (Office)  
850.432.0677 (Fax)  
850.206.2351 (Cell)  
[jbelle@McGuireWoods.com](mailto:jbelle@McGuireWoods.com)

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING WATER AND SEWER SYSTEM IMPROVEMENTS TO BE LOCATED IN THE UNINCORPORATED AREA OF SANTA ROSA COUNTY, FLORIDA, AND FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; AND PROVIDING FOR OTHER RELATED MATTERS**

**WHEREAS**, the Capital Trust Agency (the "Issuer") proposes to issue approximately \$7,000,000 of its revenue bonds (the "Bonds"), the proceeds of which will be loaned to Holley Navarre Water System, Inc., a Florida nonprofit corporation (the "Borrower") for the purpose of financing and refinancing improvements to the Borrower's consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (the "Local Project") located within the jurisdiction of Santa Rosa County, Florida (the "County"); and

**WHEREAS**, the Issuer requests the required approval of the Bonds by the County as the applicable elected representative of the host jurisdiction in which the Local Project is located, after notice (a copy of which is attached hereto as Exhibit "A" and incorporated by reference) and a public hearing for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the Bonds and the Local Project have been submitted for public hearing in a manner satisfactory to the County; and

**WHEREAS**, the Issuer has represented to the County that private activity bond volume allocation from the State of Florida (the "State") Division of Bond Finance is required in order to issue the proposed Bonds; and

**WHEREAS**, the Bonds are issued pursuant to Section 142(e) of the Code, relevant provisions of which require the water rates of the Borrower to be approved by the County;

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

Section 1. Having considered any and all comments and concerns expressed at the public hearing, the Board of County Commissioners (the "Board") hereby approves the issuance of the Bonds by the Issuer to finance the Local Project for purposes of Section 147(f) of the Code. The Local Project is appropriate to the needs and circumstances of, and will make a significant contribution to, the economic growth of the County, and the County is able to cope satisfactorily with the impact of the Local Project, including utilities and public services and on account of any increases in population or other circumstances resulting therefrom.

Section 2. The Issuer is hereby authorized to take all action necessary to apply for and obtain the allocation of private activity bond volume from the State, and to do all other things necessary to issue the Bonds for the Local Project located in the County.

Section 3. Pursuant to Section 142(e) of the Code, the current rates for the furnishing of water by the Borrower are hereby approved as well as any increases necessary to comply with the covenants of the Borrower with respect to the Bonds, all as shall be described in a loan or other financing agreement between the Borrower and the Issuer entered into in connection with the issuance of the Bonds.

Section 4. The County shall have no obligation with respect to the Bonds, and the approval given herein shall not be deemed to create any obligation or liability, pecuniary or otherwise, of the County in any respect whatsoever. The general credit or taxing power of the County and the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the County that any particular action or

proposed action is required, authorized or permitted under the laws of the State or the United States.

Section 5. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Local Project, (ii) a recommendation to any prospective purchaser of the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) an approval of any necessary zoning applications nor for any other regulatory permits relating to the Local Project, and the County shall not be construed by reason of its adoption of this resolution to have made any such endorsement, finding or recommendation or to have waived any of the County's rights or estopping the County from asserting any rights or responsibilities it may have in that regard.

Section 6. This resolution shall take effect immediately upon its adoption.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**DONE AND ADOPTED** this 22<sup>nd</sup> day of May, 2014.

**SANTA ROSA COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

**ATTEST:**

By: \_\_\_\_\_  
Its: Clerk of Circuit Court, *ex-officio* Clerk  
to the Board of County Commissioners of Santa Rosa  
County, Florida

ADOPTED: May 22, 2014

Exhibit A: Notice of Public Hearing

**EXHIBIT "A"**

**NOTICE OF PUBLIC HEARING  
BY CAPITAL TRUST AGENCY**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that a public hearing will be held at 1:30 p.m. on Thursday, May 8, 2014, in the Board room of Holley Navarre Water System, Inc., 8574 Turkey Bluff Road, Navarre Florida 32566. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), in order to (i) refinance all of the outstanding principal amount of the Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), previously issued by Santa Rosa County, Florida (the "County"), on behalf of the Borrower to finance costs of certain capital improvements to the consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (collectively, the "System"), (ii) refinance all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010, issued to finance costs of certain capital improvements to the System, and (iii) finance the expansion and rehabilitation of certain water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water (collectively, the "Project"). The System is owned and operated by the Borrower and is located in an area located in the southeastern part of the County, as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented. The administrative offices of the Borrower are located at 8574 Turkey Bluff Road, Navarre, Florida.

The plan of finance contemplates that the Agency will issue, in respect to such Project, not exceeding \$7,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Project will be owned by the Borrower. The initial manager of the Project will be the Borrower.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and neither the Agency nor the County will be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and interest thereon shall never pledge the taxing power of the County, the State of Florida (the "State") or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, or constitute the debt or indebtedness of the Agency, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition.. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Capital Trust Agency, Attention: Executive Director at 315 Fairpoint Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF**

1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE EXECUTIVE DIRECTOR AT (850) 934-4046 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING, EXCLUDING SATURDAY AND SUNDAY.

**REPORT OF HEARING OFFICER  
(HOLLEY NAVARRE WATER SYSTEM, INC.)**

This instrument shall constitute the official report of the undersigned designated official of Capital Trust Agency (the "Agency"), a separate legal and administrative agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, with respect to a public hearing scheduled and held by the Agency on May 8, 2014, in connection with the proposed issuance of the Agency's not exceeding \$7,000,000 revenue bonds (the "Bonds") on behalf of Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), and whose principal place of business is 8574 Turkey Bluff Road, Navarre Florida 32566. The proceeds of the Bonds will be loaned to the Borrower for the purpose of (i) refinancing all of the outstanding principal amount of the Santa Rosa County, Florida Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), (ii) refinancing of all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010 and (iii) financing of the acquisition, construction and equipping of certain improvements to the System, as more fully described on Exhibit "A" attached hereto (collectively, the "Project").

The public hearing was duly advertised in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County, on April 24, 2014. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

The undersigned then concluded the hearing. A written transcript of the hearing is attached hereto as Exhibit "C."

Respectfully submitted,

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

  
Alex Bell, Senior Analyst  
Capital Trust Agency

**EXHIBIT "A" TO  
REPORT OF HEARING OFFICER  
(HOLLEY NAVARRE WATER SYSTEM, INC.)**

The Project includes the financing of the acquisition, construction and equipping of improvements to the Borrower's consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (the "**System**"), in particular the acquisition, construction and equipping of the expansion and rehabilitation of water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water. The System is owned and operated by the Borrower and is located in an area located in the southeastern part of Santa Rosa County, Florida (the "**County**"), as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented.

**EXHIBIT "B" TO  
REPORT OF HEARING OFFICER  
(HOLLEY NAVARRE WATER SYSTEM, INC.)**

**PROOF OF PUBLICATION**

**[FOLLOWS]**

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Virginia Hollingsworth who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

**Notice of Public Hearing  
By Capital Trust Agency**

Was published in said newspaper in the issue(s) of:

**April 23, 2014**

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 23rd Day of April, 2014, by Virginia Hollingsworth, who is personally known to me.

Virginia Hollingsworth Affiant

Nikki E. Nichols Notary Public

**NIKKI E. NICHOLS**  
Notary Public-State of FL  
Comm. Exp. Aug. 01, 2016  
Comm. No EE 215743

**NOTICE OF PUBLIC HEARING  
BY CAPITAL TRUST AGENCY**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that a public hearing will be held at 1:30 p.m. on Thursday, May 8, 2014, in the Board room of Holley Navarre Water System, Inc., 8574 Turkey Bluff Road, Navarre Florida 32566. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), in order to (i) refinance all of the outstanding principal amount of the Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), previously issued by Santa Rosa County, Florida (the "County"), on behalf of the Borrower to finance costs of certain capital improvements to the consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (collectively, the "System"), (ii) refinance all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010, issued to finance costs of certain capital improvements to the System, and (iii) finance the expansion and rehabilitation of certain water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water (collectively, the "Project"). The System is owned and operated by the Borrower and is located in an area located in the southeastern part of the County, as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented. The administrative offices of the Borrower are located at 8574 Turkey Bluff Road, Navarre, Florida.

The plan of finance contemplates that the Agency will issue, in respect to such Project, not exceeding \$7,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Project will be owned by the Borrower. The initial manager of the Project will be the Borrower.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and neither the Agency nor the County will be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and interest thereon shall never pledge the taxing power of the County, the State of Florida (the "State") or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, or constitute the debt or indebtedness of the Agency, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Capital Trust Agency, Attention: Executive Director at 315 Fairpoint Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE EXECUTIVE DIRECTOR AT (850) 934-4046 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING, EXCLUDING SATURDAY AND SUNDAY.**

Legal No. 1622785 1T April 23, 2014

**EXHIBIT "C" TO  
REPORT OF HEARING OFFICER  
(HOLLEY NAVARRE WATER SYSTEM, INC.)**

**TRANSCRIPT OF PUBLIC HEARING**

**[FOLLOWS]**

**TEFRA HEARING PROCEDURES  
(HOLLEY NAVARRE WATER SYSTEM, INC.)**

**(1) Could you please describe the facility to be financed with the Bonds?**

The Bonds are being issued for the purpose, among other things, of (i) refinancing all of the outstanding principal amount of the Santa Rosa County, Florida Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), (ii) refinancing of all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010 and (iii) acquiring, constructing and equipping improvements to the Borrower's consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (the "System"), in particular the acquisition, construction and equipping of the expansion and rehabilitation of water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water.

The System is owned and operated by Holley Navarre Water System, Inc., a Florida nonprofit corporation (the "Borrower"), and is located in an area located in the southeastern part of Santa Rosa County, Florida (the "County"), as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented.

**2) How will the Bond proceeds be used?**

The proceeds of the Bonds will be loaned to the Borrower for the purpose of, among other things, financing and refinancing the Project.

**3) What is the public purpose for the Bond Issue?**

The public purpose for this bond issue is to (i) provide or preserve gainful employment and make a significant contribution to the economic growth of the local community, (ii) protect the environment; (iii) promote commerce within the State of Florida, (iv) provide a water and sewage system within the Borrower's area of operation, (v) control pollution, (vi) supply potable water and provide for water re-use; (vii) provide for the health, safety and welfare of the citizens of the State of Florida, and (viii) advance the economic prosperity, the public health and the general welfare of the State of Florida and its people.

**4) Will the Capital Trust Agency be responsible for repaying the Bonds?**

The Bonds will expressly state that none of the Capital Trust Agency, Santa Rosa County, the City of Gulf Breeze, the State, or any other municipality, political subdivision, or public agency of the State is liable to pay the principal of or interest on the Bonds.

**5) What is the maximum amount of tax-exempt Bonds that will be issued?**

The maximum amount of tax-exempt Bonds to be issued to provide funds for the project will be approximately \$7,000,000.

1) No person attended the hearing nor expressed any interest in speaking for or against the Bonds or the facility to be financed thereby.

2) No oral or written communication was received by the Capital Trust Agency concerning the public hearing.

The public hearing was then concluded.

## Emily Spencer

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**From:** McMahon, Bill <McMahonW@mail.santarosa.k12.fl.us>  
**Sent:** Thursday, May 08, 2014 2:58 PM  
**To:** Hunter Walker  
**Subject:** Re: Santa Rosa County School District's Summer Food Program

What time is the meeting?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Reply message -----

**From:** "Hunter Walker" <HunterW@santarosa.fl.gov>  
**To:** "Tammy Simmons" <TammyS@santarosa.fl.gov>, "McMahon, Bill" <McMahonW@mail.santarosa.k12.fl.us>  
**Cc:** "Angie Jones" <angiej@santarosa.fl.gov>, "Commissioner Cole" <Commcole@santarosa.fl.gov>, "Commissioner Jim Melvin" <CommMelvin@santarosa.fl.gov>, "Commissioner Salter" <commsalt@santarosa.fl.gov>, "Commissioner Williamson" <commwill@santarosa.fl.gov>, "Commissioner Lynchard" <commlynchard@santarosa.fl.gov>  
**Subject:** Santa Rosa County School District's Summer Food Program  
**Date:** Thu, May 8, 2014 11:34 AM

Tammy,

We could schedule presentation at the May 19, 2014 Committee meeting for Board review and approval at May 22, 2014 Board meeting. Hunter

**From:** Tammy Simmons  
**Sent:** Thursday, May 08, 2014 11:23 AM  
**To:** Hunter Walker  
**Subject:** FW: Santa Rosa County School District's Summer Food Program

Please see below, I felt this needed Board Approval so that they were aware of the program.

**From:** McMahon, Bill [<mailto:McMahonW@mail.santarosa.k12.fl.us>]  
**Sent:** Thursday, May 08, 2014 11:21 AM  
**To:** Tammy Simmons  
**Subject:** Santa Rosa County School District's Summer Food Program

Tammy, thank you for taking time this morning to talk with me about the Parks and our Summer Food Program.

As I mentioned, we run a Summer Food Program from Milton High School where we serve meals for the School Districts summer programs. Over the course of the last year our guidelines have change; we can now offer mobile feed. Last summer with permission from John Norton with Milton Community Center, we fed **free meals** to about 75 kids a day between Carpenters Park and Russell Harbor.

I would like to expand our mobile feeding to several parks within Santa Rosa County; Optimist park, Benny Russell Park, Floridatown Park, Patriot Park, and McCallister Park.

Our summer program starts on 6/6 and ends on 8-8, Monday thru Friday. I can provide free meals to kids 18 years of age and younger and there is no cost to Santa Rosa County associated with our Summer Program.

With approval from the County, I will provide a schedule for all of the parks listed above. I would also like to put a professionally made yard sign in the area of the park that has the time we will be in that park along with contact information for our program.

When we deliver meals to the parks our staff will be in School District vehicles and uniforms and also have a School District ID that is visible.

Once again thank you for your time and consideration. Please feel free to contact me if you have any questions.

**Bill McMahon**

*Sr. Operations Manager/Chef*

Office: 850-983-5140 x110

Cell: 850-554-9126

Fax:850-983-5142



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

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



Santa Rosa County Sheriff's Office  
*Sheriff Wendell Hall*

received  
5/13/14

Adm  
Angie

*Department of Administration*  
*Grant Management*

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**To:** Hunter Walker, County Administrator

**From:** Lt. Leland Butcher

**Date:** May 12, 2014

**Ref:** Justice Assistance Grant (JAG) – Local Solicitation

The Santa Rosa County Sheriff's Office requests the Justice Assistance Grant (JAG) – Local Solicitation be placed on the agenda for the May 19, 2014 Board of County Commissioners meeting to request permission to apply for the following grant:

Justice Assistance Grant (JAG) – Local Solicitation  
2014-H1945-FL-DJ

Title: Body Cameras

Amount: \$16,069.00 – No Local Match Required

cc: file  
Sheriff Wendell Hall



received  
5/13/14

Bec  
Adm  
Angie  
6

# Sheriff

## WENDELL HALL

SANTA ROSA COUNTY SHERIFF'S OFFICE  
P. O. BOX 7129  
MILTON, FLORIDA 32572  
PHONE: 850-983-1216  
FAX: 850-983-1229  
E-mail: whall@srso.net

### MEMORANDUM

**Date:** May 12, 2014

**TO:** Board of County Commissioners

Via: Mr. Hunter Walker, County Administrator

**From:** Sheriff Wendell Hall

**Ref:** COPS HIRING PROGRAM (CHP)

On April 21, 2014, the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) announced that they are accepting grant applications for the Fiscal Year (FY) 2014, for the COPS Hiring Program (CHP).

The Santa Rosa County Sheriff's Office is eligible to apply for nine (9) full-time sworn law enforcement positions. The Sheriff's Office is requesting 9 full-time sworn officer positions that will be utilized as School Resource Officers. The amount of the local match is \$331, 271.00.

As defined by the COPS Office:

The CHP grants provide 75 percent funding for approved entry-level salaries and fringe benefit costs, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position over a three-year period. Grant funds may be used to hire new, full-time sworn officer positions, to rehire officers who have been laid off, or to rehire officers who are scheduled to be laid off on a specific future date as a result of local budget cuts. As in the past, CHP requires that each position awarded be retained with local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position.

### REQUEST

We would like this request to be placed on the agenda for the BOARD OF COUNTY COMMISSIONERS Committee Meeting on May 19, 2014 to request permission to apply for the COPS Hiring Program for Fiscal Year 2014.

## Supplemental Information

The cost per Deputy in next year's budget is: \$52,720.76 including benefits and taxes.

Cost incurred by the county at 25% match in next = \$13,180.19 per Deputy

Cost for nine (9) deputies at a 25% match =

Year One: \$118,621.72

Year Two: \$123,197.08

Year Three: \$128,644.57

Year Four: \$541,590.36

These costs include projected increases in benefits and/or raises.

A new car with all equipment is approximately \$29,745.00. Nine (9) vehicles = \$267,705.00

Total cost for personal equipment and uniforms for each Deputy is \$5169.00. Nine (9) Deputies = \$46,521.00

7

Santa Rosa County  
Clerk's Original  
11/3/09

CONTRACT

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

**THIS AGREEMENT** made and entered into this the 8<sup>th</sup> day of October, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, hereinafter referred to as the "County" and O'SULLIVAN CREEL, LLP, Certified Public Accountants and Consultants, 316 S. Baylen Street, Suite 300, Pensacola, Florida 32501, hereinafter referred to as the "Auditor". The parties hereto agree as follows:

**AUDIT SCHEDULE:**

This Auditor shall conduct examinations of the general purpose financial statements of the County for the fiscal years ending September 30, 2009, 2010, 2011, 2012 and 2013. At the option of the County, following completion of the initial five-year contract, the County may elect to renegotiate the terms of the agreement with the Auditor for an additional five year period which shall end September 30, 2018. The audit work will be performed as deemed necessary by the Auditor so as to enable the Auditor to deliver the audit report within five (5) months after the end of the County's fiscal year end.

**SCOPE OF AUDIT:**

1. The scope of the audit engagement will require separate examinations and opinions that stand alone on the government-wide and fund level financial statements to be included in the County's Comprehensive Annual Financial Report and the additional financial reports required by the Rules of the Office of Auditor General State of Florida applicable to each of the following County agencies:

Board of County Commissioners	Sheriff
Tax Collector	Property Appraiser
Clerk of Courts	Supervisor of Elections

The audit will also include the following special report requirements:

1. Certification of the Schedule of Activity of the Landfill Management Escrow Cash Account
2. Certification of the Statement of County-funded Court-Related Functions as per Florida Statutes 29.0085.

If the Auditor is unable to express an unqualified opinion on any of the financial statements, the Auditor should state the reasons for qualification or disclaimer of such opinion.

The examinations shall be made in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants, the Rules for the State of Florida Office of Auditor General, the standards for financial and compliance audits contained in the U.S. General Accounting Office's "Standard for Audit of Governmental Organizations, Programs, Activities, and Functions", the Single Audit Act of 1984, and the provisions of OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations", the Florida Single Audit Act, and shall include such tests of accounting data and procedures as considered necessary by the auditor under the circumstances.

The objective of the engagement is the completion of the examinations of the financial statements referred above and, upon their completion and subject to their findings, the rendering of applicable reports on such financial statements. An examination made in accordance with generally accepted auditing standards is subject to certain limitations and -the inherent risk that errors, irregularities, or illegal acts, including fraud or defalcations, if they exist, will not be detected. However, if, during the course of the examinations, the Auditor becomes aware of such errors, irregularities, or illegal acts, the Auditor shall bring them to the attention of management of the applicable County agencies.

2. If the County establishes additional programs, funds, grants, or embarks on significant financing activities after the date of this contract, resulting in any significant increase requested by the County in the scope of the examinations, the County and Auditor may negotiate the terms of such additional compensation.

3. The Auditor shall assist with preparation of the financial statements of the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and Clerk of Courts. The financial statements of the Board of County Commissioners, the County-wide financial statements, and the CAFR will be prepared by the Clerk's Office of Santa Rosa County. The Clerk's Office will also prepare the Schedules of Federal and State Financial Assistance required by the Federal and State Single Audit Acts.

4. The County shall provide adequate space for the Auditor to efficiently conduct the examination.

5. The Auditor shall issue reports on internal control and compliance as required by the Rules of the State of Florida Office of Auditor General, the Florida Single Audit Act, and applicable Federal laws and regulations. All findings and recommendations shall be reviewed with the appropriate public officials before inclusion in the final reports.

**COORDINATION:**

1. The Clerk of Courts or his/her designee is designated to work with the Auditor in coordinating work with the various offices in order to have minimum disruption during the course of the audit.
2. The Auditor shall meet with the Board of County Commissioners or their designee to discuss the various reports issued by the Auditor.

**AUDIT REPORT:**

1. The Auditor shall provide copies of the audit reports as follows:  
Board of County Commissioners -- Ten (10) bound reports containing all reports, Up to thirty-five (35) bound reports containing reports on the Board of County Commissioners and the single audit; One (1) bound report containing only the County-Wide financial statements.

Each other constitutional officer except the Sheriff -- One (1) copy of his/her report.  
The Sheriff -- Two (2) copies of his report.

**COMPENSATION AND TERMS OF PAYMENT:**

1. The County shall pay the Auditor fixed fee amounts (which equates to a discount of approximately 36% from Auditor's normal rates) for the fiscal periods 2009-2013 as follows:

2009	\$160,000
2010	\$162,000
2011	\$164,000
2012	\$166,000
2013	\$168,000

Amounts due the Auditor for services rendered are payable in accordance with periodic progress billings submitted as work progresses, but not more often than monthly. In the event the Auditor fails to perform in any of the five (5) year periods, then and in that event, the Auditor shall reimburse the County for any additional expenses incurred in obtaining a completed audit for each year. Should either party default in the performance of this contract, then the defaulting party shall be responsible for reasonable attorney's fees and court costs.

Either party may terminate this agreement without cause upon giving ninety (90) days written notice to the other party.

2. If unusual circumstances are encountered making it necessary for the Auditor to do additional work over and above that which is covered under this contract, the Auditor shall

immediately report such conditions to the County and both parties may negotiate such additional compensation. Such additional costs estimated to complete the additional work shall be approved by the Board of County Commissioners prior to commencement.

3. By executing this agreement, the Auditor represents and warrants that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. There is an understanding, as detailed in the Compensation and Terms of Payment, Section 1 of this Agreement, that places a limit on current or future years' audit contract fees. There are arrangements as detailed in the Compensation and Terms of Payment Section, Paragraph 2, of this Agreement, under which fixed limits on fees will be subject to reconsideration if unexpected accounting or auditing issues are encountered. There are not any services rendered by the Auditor at rates or terms that are not customary. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate or incomplete factual costs. All such contract adjustments shall be made within one (1) year of following the end of the contract. If there is a conflict between Sections 11.45 and 473.317 Florida Statutes, Section 11.45 shall prevail.

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

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

ATTEST:

Maryn Johnson  
Clerk



CIRCULAR  
By: [Signature]  
Chairman

Board of County Commissioners approved: October 8, 2008

**O'SULLIVAN CREEL, LLP**

WITNESSES:

Sunny Ricks 10/29/09  
May Gas - 10/29/07

By: [Signature], CPA 10/29/09  
Title: Partner

## Hunter Walker

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**From:** Hunter Walker  
**Sent:** Tuesday, May 06, 2014 9:48 AM  
**To:** Angie Jones; Commissioner Cole; Commissioner Jim Melvin; Commissioner Salter; Jim Williamson; Lane Lynchard  
**Cc:** Emily Spencer  
**Subject:** FW: 2014 Value Adjustment Board member selection

Board,

Talked with Brandy on the 2014 Value Adjustment Board action and we agreed it could wait until the May 9<sup>th</sup> Committee meeting. As noted this requires two (2) Board members and one homestead property owner chosen by the BCC. Last year Commissioners Salter and Williamson served and Jim Young was homestead property owner. Thanks, Hunter

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**From:** Brandy Kea [mailto:keab@flcjn.net]  
**Sent:** Tuesday, May 06, 2014 9:10 AM  
**To:** Hunter Walker; Emily Spencer  
**Subject:** 2014 Value Adjustment Board member selection

Mr. Walker and Emily,

It is that time of the year to start putting together the Value Adjustment Board. I will need a selection of two current Board of County Commissioners who would be available to serve on the VAB for 2014 and one citizen member appointed by the Board who owns homesteaded property in Santa Rosa County. I have attached a copy of the Florida Statutes for reference if needed. Could we also get this on the agenda for the May 8, 2014 Regular Meeting? Please let me know if you have any questions.

Thank you,

*Brandy N. Kea*

Board Support Services  
850-983-1928

Email scanned by Check Point



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

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

TO: Board of Commissioners

FROM: *HW* Hunter Walker, County Administrator

DATE: May 15, 2014

SUBJECT: County Owned Parcels

Commissioner Melvin requested staff develop and review the list of county owned parcels to determine which properties could be sold and placed back on tax roll. Attached is that list developed by the Computer Departments which includes property owned by County excluding rights of way, retention ponds, etc.

The list describes the property/parcel, current use and the public works need for the property. Commissioner Melvin requested placement of this on Monday Committee meeting for the Board to review. In my review of the list, it includes a parcel on Birmingham Drive that the Board sold via advertised proposals within the last year.

Call with questions.

	A	B	C	E	F	G	H	I	J	K	L	M
1	Parcel Number	ParcelSort	Owner Name	Land Total Assessed	Parcel Total Assessed	CALC_ACRE	SubdCode	TxDist	BldgCnt	SRCUse	GISNotes	PW_Notes
2	031N282530020000111	N281032530020000111	SANTA ROSA COUNTY	13,912.00	13,912.00	0.06	2530	3	0	Park	Veteran's Memorial	
3	031N282530032000011	N281032530032000011	SANTA ROSA COUNTY	33,903.00	33,903.00	0.69	2530	3	0	County Business	Behind Courthouse Offices	
4	031N282530016000010	N281032530016000010	SANTA ROSA COUNTY	44,222.00	172,102.00	0.31	2530	3	1	County Business	Probation Dept	
5	031N282530020000080	N281032530020000080	SANTA ROSA COUNTY	29,070.00	267,007.00	0.1	2530	3	1	County Business	Fisher Hamilton Bldg	
6	031N282530025000010	N281032530025000010	SANTA ROSA COUNTY	158,397.00	3,065,697.00	1.91028766	2530	3	2	County Business	Courthouse	
7	031N282530032000080	N281032530032000080	SANTA ROSA COUNTY	4,569.00	4,569.00	0.25	2530	3	0	County Business	Parking behind courthouse	
8	202S270000003000CELL	S272200000003000CELL	SANTA ROSA COUNTY	0.00	19,000.00	0.01032857	0000	14	0	County Business	SSRCSC	
9	101N293540000000PARK	N29110354000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.66	3540	22	0	Park	Royal Pines Public Park	
10	221N280000066070000	N281220000066070000	SANTA ROSA COUNTY	8,550.00	8,550.00	0.24162225	0000	16	0	Deeded Park	plat	
11	012S270000043040000	S272010000043040000	SANTA ROSA COUNTY	44,688.00	44,688.00	0.54	0000	12	0	see PW Notes	next to Holley Boat Ramp #1	0.54 Ac, Holley Boat Ramp #1-Bought for parking lot - SELL
12	081S285480000000A0	S2810854800000000A0	SANTA ROSA COUNTY	12,255.00	12,255.00	0.15482786	5480	11	0	see PW Notes	A on plat, deeded park?	0.15 Ac, Trout Bayou Circle. Plat Bk A, Pg. 109, -A on plat, deeded park? 1982 vacation
13	182S261920000000W00	S2621819200000000W00	SANTA ROSA COUNTY	1,531.00	1,531.00	3.12716945	1920	12	0	see PW Notes	wetlands	3.13 Ac on Sherwood, possible wetlands - SELL
14	282S282350000000PARK	S28228235000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.43	2350	14	0	Deeded Park	Inez Park in Magnolia Manor	
15	322N270000001070000	N272320000001070000	SANTA ROSA COUNTY	26,600.00	26,600.00	1.39899779	0000	15	0	Industrial Park		
16	292N290000017020000	N292290000017020000	SANTA ROSA COUNTY	217,968.00	607,798.00	37.22109011	0000	22	2	Park	Santa Rosa Sports Plex	
17	151N280120041000030	N281150120041000030	SANTA ROSA COUNTY	3,022.00	3,022.00	0.16286994	0120	16	0	see PW Notes	Limit St	0.162 Ac on Limit St, platted lot, presumed tax deed SELL
18	151N280120059000010	N281150120059000010	SANTA ROSA COUNTY	4,059.00	4,059.00	0.2062058	0120	16	0	see PW Notes	off Triangle St	0.21 Ac landlocked near Triangle St in Bagdad, tax deed OR Bk 337 Pg 724 - SELL
19	171N280000001000000	N281170000001000000	SANTA ROSA COUNTY	27,836.00	27,836.00	6.08464299	0000	16	0	see PW Notes	corner of Pine Forest Rd and Old Bagdad Hwy	6.08 Ac Pine Forest Rd & Old Bagdad Hwy, future County warehouse site?
20	251S283160000000PARK	S28125316000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.35	3160	16	0	Park		
21	211N280000017010000	N281210000017010000	SANTA ROSA COUNTY	256,257.00	256,257.00	51.72	0000	16	2	County Business	Central Landfill	
22	431N282880000000AREA	N2814328800000000AREA	SANTA ROSA COUNTY	190.00	190.00	0.19908636	2880	22	0	County Business	Arcadia Mill Property	
23	201N280000008050000	N281200000008050000	SANTA ROSA COUNTY	95.00	95.00	0.04	0000	11	0	County Business	Central Landfill Area	
24	201N280000005010000	N281200000005010000	SANTA ROSA COUNTY	213,750.00	213,750.00	44.13	0000	11	0	County Business	Central Landfill Area	
25	202S265770000000PARK	S26220577000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.46727937	5770	12	0	Deeded Park		
26	051N280000028060000	N281050000028060000	SANTA ROSA COUNTY	7,587.00	7,587.00	1.17	0000	13	0	see PW Notes	Hamilton Bridge Rd	1.17 Ac, 40' x 1,245' - SELL???
27	101N292300000000121	N291102300000000121	SANTA ROSA COUNTY	95.00	95.00	0.08	2300	22	0	see PW Notes	looks like drainage	20' wide strip off of La Quinta St.,
28	032S281450000000PARK	S28203145000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.46	1450	11	0	Park		
29	282S260000007020000	S262280000007020000	SANTA ROSA COUNTY	383,040.00	383,040.00	0.34	0000	10	0	Park	Public Beach	
30	174N290000001010000	N294170000001010000	SANTA ROSA COUNTY	66,500.00	75,601.00	20.33963828	0000	20	0	County Business	Jay Transfer Station	
31	105N290000023010000	N295100000023010000	SANTA ROSA COUNTY	3,610.00	3,610.00	0.62771366	0000	20	0	see PW Notes	looks like could be a road easement or drainage	50' x 580'+/- road RW west of Terrell Lowery Rd OR Bk 427 Pg 662
32	191N280110000001641	N281190110000001641	SANTA ROSA COUNTY	522.00	522.00	0.15332421	0110	11	0	see PW Notes	Looks like this is part of someone fenced yard?	0.15 Ac, 35' strip south of County retention pond - OR Bk 1689 Pg 1046 - SELL
33	192S260000001030000	S262190000001030000	SANTA ROSA COUNTY	26,125.00	134,785.00	0.35	0000	12	1	Park	Navarre Community Center	
34	111N280000005010000	N2811100000005010000	SANTA ROSA COUNTY	25,518.00	25,518.00	0.64704993	0000	16	0	Park	Oyster Pile Boat Ramp	
35	013N300000006040000	N3030100000006040000	SANTA ROSA COUNTY	11,143.00	24,301.00	1.3741003	0000	21	0	County Business	PW District 3 Yard	
36	145N300000004000000	N305140000004000000	SANTA ROSA COUNTY	28,910.00	28,910.00	10.51	0000	20	0	see PW Notes	along Morristown Rd	10 Ac old pit on Morristown Rd, may need to retain drainage easement if we sell - SELL
37	212N280000033000000	N2822100000033000000	SANTA ROSA COUNTY	68,477.00	1,203,292.00	3.69666163	0000	13	3	County Business	County Extension, Library Admin, others	
38	261N290000058000000	N291260000058000000	SANTA ROSA COUNTY	11,400.00	11,400.00	0.67698248	0000	22	0	see PW Notes	next to retention pond 261N29-SRC-62	.68 Ac, on Roxies Ln. north side of County retention pond, OR Bk 602 Pg 270, for pond expansion - SELL?
39	231N280000006010000	N281230000006010000	SANTA ROSA COUNTY	31,692.00	31,692.00	4.35019133	0000	16	0	County Business	Bagdad FD (new)	
40	241N285580000000PARK	N28124558000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.77168481	5580	15	0	Deeded Park		
41	292N28340000A000180	N28229340000A000180	SANTA ROSA COUNTY	7,600.00	7,600.00	0.39896644	3400	13	0	Deeded Park		
42	121N292390NANCYPARK	N291122390NANCYPARK	SANTA ROSA COUNTY	28,500.00	28,500.00	1.86660544	2390	22	0	Deeded Park		
43	202S265770000000PARK	S26220577000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.80595294	5770	12	0	Deeded Park		
44	192S260020000000PARK	S26219002000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.2518743	0020	12	0	Deeded Park	Alpine Beach Park #2	
45	312S282980001000010	S282312980001000010	SANTA ROSA COUNTY	37,145.00	37,145.00	0.31338595	2980	14	0	Park	Oriole Beach Boat Ramp	
46	362N285840000000PARK	N28236584000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.54956224	5840	15	0	Park	Woodland Lake Heights Public Park	
47	031N282530020000112	N281032530020000112	SANTA ROSA COUNTY	20,581.00	258,081.00	0.15	2530	3	0	Park	Veteran's Memorial Plaza	
48	031N282530017000080	N281032530017000080	SANTA ROSA COUNTY	37,145.00	70,222.00	0.25	2530	3	1	County Business	SRC Warehouse	
49	011N282330000000PARK	N28101233000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.52	2330	15	0	Deeded Park	plat	
50	031N282530032000050	N281032530032000050	SANTA ROSA COUNTY	32,292.00	32,292.00	0.74	2530	3	0	County Business	parking behind courthouse	
51	302N270000001000000	N272300000001000000	SANTA ROSA COUNTY	518,700.00	518,700.00	1.52255121	0000	15	0	Industrial Park		
52	312N270000001200000	N272310000001200000	SANTA ROSA COUNTY	11,438.00	11,438.00	0.58214643	0000	15	0	Industrial Park		
53	202S270000003000000	S272200000003000000	SANTA ROSA COUNTY	650,310.00	2,555,690.00	6.57	0000	14	2	County Business	South Service Center	
54	292S270000001000000	S272290000001000000	SANTA ROSA COUNTY	104,237.00	104,237.00	2.27	0000	14	0	see PW Notes	wetlands	2.27 Ac, landlocked, waterfront, wetlands, east of east end of Soundside Dr. - SELL
55	181N270000001000000	N271180000001000000	SANTA ROSA COUNTY	95.00	95.00	0.20501218	0000	15	0	see PW Notes	off Old Hickory Hammock Rd	0.20 Ac landlocked near Old Hickory Hammock, tax deed OR Bk 337 Pg 724 - SELL
56	072N290000001020000	N292070000001020000	SANTA ROSA COUNTY	260,562.00	440,125.00	56.4	0000	22	2	Park	SR Soccer/Horse Park	
57	282S282350000000PARK	S28228235000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.43	2350	14	0	Deeded Park	Inez Park in Magnolia Manor	
58	211N280000017020000	N281210000017020000	SANTA ROSA COUNTY	136,838.00	136,838.00	35.06	0000	16	0	County Business	Central Landfill area	
59	281N280000001010000	N281280000001010000	SANTA ROSA COUNTY	46,626.00	46,626.00	41.06	0000	16	0	County Business	Central Landfill area	
60	431N282880000000AREA	N2814328800000000AREA	SANTA ROSA COUNTY	190.00	190.00	0.16898701	2880	22	0	County Business	Arcadia Mill Property	
61	141N294920000000PARK	N29114492000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.03659253	4920	22	0	Park		
62	281S281070000000PARK	S28128107000000PARK	SANTA ROSA COUNTY	95.00	95.00	2.6	1070	11	0	Deeded Park		
63	191S281652000000PARK	S28119165200000PARK	SANTA ROSA COUNTY	95.00	95.00	0.17140758	1652	16	0	Deeded Park		
64	053S291570000000PARK	S29305157000000PARK	SANTA ROSA COUNTY	9.00	9.00	6.85	1570	1	0	Deeded Park		
65	063S295760000000PARK	S29306576000000PARK	SANTA ROSA COUNTY	94.00	94.00	0.95	5760	1	0	Deeded Park		
66	063S295760000000PARK	S29306576000000PARK	SANTA ROSA COUNTY	94.00	94.00	0.45	5760	1	0	Deeded Park		

	A	B	C	E	F	G	H	I	J	K	L	M
1	Parcel Number	ParcelSort	Owner Name	Land Total Assessed	Parcel Total Assessed	CALC_ACRE	SubdCode	TxDist	BldgCnt	SRCUse	GISNotes	PW_Notes
67	063S29054000000PARK	S29306054000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.90302211	0540	1	0	Park		
68	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.43603121	9180	10	0	Park	Beach Walkover	
69	103S29519000000PARK	S29310519000000PARK	SANTA ROSA COUNTY	94.00	94.00	1.69054382	5190	1	0	Deeded Park	Soundview Woods Park	
70	312S28298000000PARK	S28231298000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.60210783	2980	14	0	Park	Oriole Beach Boat Ramp	
71	063S29054000000PARK	S29306054000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.29134869	0540	1	0	Park		
72	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.47693111	9180	10	0	Park	Beach Walkover	
73	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.45712124	9180	10	0	Park	Beach Walkover	
74	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.3506858	9180	10	0	Park	Beach Walkover	
75	332N28495000000PARK	N28233495000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.90562941	4950	3	0	Deeded Park		
76	165N26306000000PARK	N26516306000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.49	3060	18	0	Deeded Park	Pacquette's Pine Grove	
77	415N29197000000PARK	N29541197000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.22	1970	2	0	Deeded Park	Jay Rosa Park	
78	011N280000078000000	N281010000078000000	SANTA ROSA COUNTY	7,248.00	31,117.00	1.10172064	0000	15	0	Park	McCallister Park	
79	131N29491000000PARK	N29113491000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.44976238	4910	22	0	Park	Santa Villa Park	
80	291N280000001010000	N281290000001010000	SANTA ROSA COUNTY	196,311.00	196,311.00	245.98	0000	11	0	County Business	Central Landfill Area	
81	202S26577000000PARK	S26220577000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.78219109	5770	12	0	Deeded Park		
82	103S29519000000PARK	S29310519000000PARK	SANTA ROSA COUNTY	94.00	94.00	0.45550794	5190	1	0	Deeded Park	Soundview Woods Park	
83	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.442995	9180	10	0	Park	Beach Walkover	
84	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.35239051	9180	10	0	Park	Beach Walkover	
85	332N290000002680000	N292330000002680000	SANTA ROSA COUNTY	187,598.00	392,495.00	29.53172952	0000	22	2	Park	Benny Russell Park	
86	162S260000001230000	S262160000001230000	SANTA ROSA COUNTY	28,500.00	89,221.00	0.22992193	0000	12	1	County Business	SANTA ROSA COUNTY SHERIFF OFFICE DISTRICT 2	
87	231N291210006000010	N291231210006000010	SANTA ROSA COUNTY	222,300.00	222,300.00	5.99294645	1210	22	0	Park	Floridatown Park	
88	312N270000001190000	N272310000001190000	SANTA ROSA COUNTY	38,000.00	38,000.00	2.00471591	0000	15	0	Industrial Park		
89	352S29471000000PARK	S29235471000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.79725047	4710	14	0	Park	Reservation Road Park	
90	292N290000017010000	N292290000017010000	SANTA ROSA COUNTY	223,804.00	1,010,342.00	36.44646547	0000	22	4	Park	SR Sports Plex	
91	151N280120044000010	N281150120044000010	SANTA ROSA COUNTY	29,005.00	32,330.00	3.5655784	0120	16	0	Park	Bagdad Community Center & Park	
92	151N280120060000010	N281150120060000010	SANTA ROSA COUNTY	16,196.00	294,941.00	2.68911204	0120	16	2	Park	Bagdad Community Center & Park	
93	161N29211000000PARK	N29116211000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.36473238	2110	22	0	Deeded Park	plat	
94	171N280000035000000	N281170000035000000	SANTA ROSA COUNTY	503,870.00	5,276,210.00	44.93713619	0000	11	10	County Business	Public Services/Works	
95	145N290000002000000	N295140000002000000	SANTA ROSA COUNTY	19,000.00	19,000.00	4.13864665	0000	20	0	Park	Wayside Park	
96	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	1.92837534	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
97	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	0.96418541	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
98	282S26918000000PARK	S26228918000000PARK	SANTA ROSA COUNTY BEACH	950.00	950.00	0.67526604	9180	10	0	Park	Beach Walkover	
99	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	33.30987021	0000	10	14	County Business	Navarre Beach	
100	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	103.7523397	0000	10	14	County Business	Navarre Beach	
101	401N280090694000050	N281400090694000050	SANTA ROSA COUNTY	39,868.00	39,868.00	0.64431919	0090	11	0	Park	Avalon Boat Ramp #1	
102	172S260000001590000	S262170000001590000	SANTA ROSA COUNTY	25,175.00	875,459.00	0.76015634	0000	12	1	County Business	Navarre Library	
103	212S270000025000000	S272210000025000000	SANTA ROSA COUNTY	62,310.00	62,310.00	2.39396798	0000	14	0	see PW Notes	45' wide, possible road or drainage easement	3.61 Ac, 45' wide x 2280 +/- deep, south side of Hwy 98, presume tax deed, some wetlands - SELL
104	061N260000001050000	N261060000001050000	SANTA ROSA COUNTY	56,779.00	56,779.00	17.74068379	0000	15	0	see PW Notes	next to pit, wetlands	17 AC SELL ALL THREE PARCELS
105	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	1.92838832	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
106	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	1.92837258	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
107	401N280090566000010	N281400090566000010	SANTA ROSA COUNTY	35,910.00	35,910.00	1.92836935	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, north of Del Monte St, presume tax deed – SELL
108	401N280090454000130	N281400090454000130	SANTA ROSA COUNTY	10,054.00	10,054.00	0.96418242	0090	11	0	see PW Notes	wetlands (Avalon)	0.96 Ac, north of San Juan St, OR Bk 1502 Pg 382, -
109	241N28039000000PARK	N28124039000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.84951197	0390	15	0	Deeded Park	Presley Park	
110	151N280120045000110	N281150120045000110	SANTA ROSA COUNTY	23,240.00	28,465.00	2.43918626	0120	16	0	Park	Bagdad Community Center & Park	
111	282S260000026000000	S262280000026000000	SANTA ROSA COUNTY BEACH	402,251.00	478,022.00	3.03	0000	10	1	County Business	Navarre Beach Parking	
112	272S28472000D000481	S28227472000D000481	SANTA ROSA COUNTY	2,375.00	2,375.00	0.05167286	4720	14	0	see PW Notes	looks like maybe drainage ditch	0.05 Ac, 19' x 119'+/- strip between two homes, Marilyn Ct., OR Bk 1832 Pg 1234, tax deed - SELL
113	444N310000001010000	N314440000001010000	SANTA ROSA COUNTY	450.00	450.00	17.52679495	0000	21	0	Park	Chumuckla Springs Boat Ramp	
114	292N270000001000000	N272290000001000000	SANTA ROSA COUNTY	1,253.00	8,200.00	297.8740896	0000	15	0	Industrial Park		
115	322N280000038010000	N2823200000038010000	SANTA ROSA COUNTY	461,131.00	18,632,239.00	28.55113971	0000	3	4	County Business	Santa Rosa Hospital	
116	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	1.92838222	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
117	401N280090425000010	N281400090425000010	SANTA ROSA COUNTY	28,728.00	28,728.00	1.9283851	0090	11	0	Deeded Park	wetlands (Avalon)	1.93 Ac, wetlands, Avalon Beach, south side of San Juan, OR Bk 664 Pg 245, deeded for park or school
118	401N280090425000010	N281400090425000010	SANTA ROSA COUNTY	28,728.00	28,728.00	1.92837584	0090	11	0	Deeded Park	wetlands (Avalon)	1.93 Ac, wetlands, Avalon Beach, south side of San Juan, OR Bk 664 Pg 245, deeded for park or school
119	401N280090566000010	N281400090566000010	SANTA ROSA COUNTY	35,910.00	35,910.00	1.92837377	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, north of Del Monte St, presume tax deed – SELL
120	021N280000107000000	N281020000107000000	SANTA ROSA COUNTY	112,039.00	154,278.00	4.64374348	0000	15	1	Park	Locklin Field	
121	091N280000099000000	N2810900000099000000	SANTA ROSA COUNTY	13,406.00	13,406.00	2.8	0000	16	0	Deeded Park	Wildwood Drive Park	
122	091N280000011000000	N2810900000011000000	SANTA ROSA COUNTY	96,221.00	96,221.00	17.72351959	0000	16	0	Park	Optimist Park	
123	021N28241000000PARK	N28102241000000PARK	SANTA ROSA COUNTY	950.00	950.00	0.24690037	2410	15	0	Deeded Park	Milton Courts Park #1	
124	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	24.39309596	0000	10	14	County Business	Navarre Beach	
125	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	0.91940136	0000	10	14	County Business	Navarre Beach	
126	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	32.55529301	0000	10	14	County Business	Navarre Beach	
127	282S260000023000000	S2622800000023000000	SANTA ROSA COUNTY BEACH	4,933,887.00	5,632,217.00	20.22034895	0000	10	6	Park	Navarre Beach Boat Ramp	
128	282S260000027000000	S2622800000027000000	SANTA ROSA COUNTY BEACH ADMIN	205,485.00	384,349.00	0.56235154	0000	10	1	County Business	Navarre Beach Tom Thumb	
129	282S260000001000000	S262280000001000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	31.01707572	0000	10	14	County Business	Navarre Beach	
130	272S28472000000PARK	S28227472000000PARK	SANTA ROSA COUNTY	95.00	95.00	4.49018608	4720	14	0	Deeded Park	Santa Rosa Shores East Park	
131	021N28241000000PARK	N28102241000000PARK	SANTA ROSA COUNTY	950.00	950.00	0.37323369	2410	15	0	Deeded Park	Milton Courts Park #1	
132	282N270000005000000	N272280000005000000	SANTA ROSA COUNTY	1,824,000.00	1,824,000.00	160.0254742	0000	15	0	Industrial Park		
133	312N270000001210000	N272310000001210000	SANTA ROSA COUNTY	152,950.00	152,950.00	8.05137837	0000	15	0	Industrial Park		
134	332N26090000000PARK	N26233090000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.59579388	0900	17	0	Deeded Park	Deer Lake Estates Park	
135	332N26090000000PARK	N26233090000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.04705034	0900	17	0	Deeded Park	Deer Lake Estates Park	
136	061N260000001030000	N261060000001030000	SANTA ROSA COUNTY	52,147.00	52,147.00	15.52973692	0000	15	0	see PW Notes	next to borrow pit at end of Nichols Creek Rd	15.5 Ac, next to borrow pit at end of Nichols Creek Rd

	A	B	C	E	F	G	H	I	J	K	L	M
1	Parcel Number	ParcelSort	Owner Name	Land Total Assessed	Parcel Total Assessed	CALC_ACRE	SubdCode	TxDist	BldgCnt	SRCUse	GISNotes	PW_Notes
137	401N280090530000010	N281400090530000010	SANTA ROSA COUNTY	55,062.00	55,062.00	1.12488373	0090	11	0	see PW Notes	wetlands (Avalon)	1.93 Ac, south of Santa Monica St, presume tax deed – SELL
138	192S26002000000PARK	S26219002000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.36	0020	12	0	Deeded Park	Alpine Beach Park #2	
139	242S272790001000180	S272242790001000180	SANTA ROSA COUNTY	60,515.00	60,515.00	0.25	2790	12	0	Deeded Park	plat, reserved for water access	
140	091N280000027000000	N281090000027000000	SANTA ROSA COUNTY	783,363.00	8,865,662.00	9.50521477	0000	3	2	County Business	Admin Center	
141	172S274580000000151	S272174580000000151	SANTA ROSA COUNTY	80,087.00	80,087.00	0.52544247	4580	14	0	Deeded Park	plat	
142	202S270000003000000	S272200000003000000	SANTA ROSA COUNTY	650,310.00	2,555,690.00	15.58529583	0000	14	2	County Business	South Service Center	
143	312S28464000000PARK	S28231464000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.70632291	4640	14	0	Deeded Park		
144	242S270000002000000	S272240000002000000	SANTA ROSA COUNTY	202,801.00	202,801.00	20.05219897	0000	12	0	see PW Notes	mostly wetlands	20.00 Ac, landlocked, south of Manatee, one-half +/- wetlands, from DOT, OR Bk 629 Pg 178 - SELL??
145	312S28464000000PARK	S28231464000000PARK	SANTA ROSA COUNTY	95.00	95.00	0.21920812	4640	14	0	Deeded Park		
146	212S260000003000000	S262210000003000000	SANTA ROSA COUNTY	2,190,510.00	2,539,852.00	7.07334177	0000	12	2	Park	Navarre Park	
147	302S27020100000PARK	S27230020100000PARK	SANTA ROSA COUNTY	95.00	95.00	16.7203175	0201	14	0	Deeded Park	Barbarosa Ranchettes First Addition Park	
148	282S260000016000000	S262280000016000000	SANTA ROSA COUNTY BEACH	235,569.00	235,569.00	6.43833997	0000	10	0	Park	Navarre Beach Park (Sandpiper Pavilion)	
149	282S260000010000000	S2622800000010000000	SANTA ROSA COUNTY BEACH	49,757,912.00	52,540,196.00	104.1508742	0000	10	14	County Business	Navarre Beach	
150	201N280000006010000	N281200000006010000	SANTA ROSA COUNTY	228,427.00	487,783.00	45.98659022	0000	16	1	County Business	Central Landfill	
151	101N285690000000340	N281105690000000340	SANTA ROSA COUNTY	1,995.00	1,995.00	0.01848747	5690	16	0	see PW Notes	wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL
152	332N26090000000PARK	N26233090000000PARK	SANTA ROSA COUNTY	95.00	95.00	8.08686565	0900	17	0	Deeded Park	Deer Lake Estates Park	
153	262S281050000000A0	S282261050000000A0	SANTA ROSA COUNTY	95.00	95.00	0.1	1050	14	0	see PW Notes	area along Bay Breeze Dr	.10 Ac, on Bay Breeze Dr. private rd, tax deed - SELL
154	302S28030400000PARK	S28230030400000PARK	SANTA ROSA COUNTY	95.00	95.00	0.65598866	0304	14	0	Deeded Park		
155	101N280000010000000	N2811000000010000000	SANTA ROSA COUNTY	1,425.00	1,425.00	0.16806035	0000	16	0	see PW Notes	Pattersontown Rd	0.172, Ac 50' x 150', Pattersontown Rd., -OJ 70 Pg 66 - SELL
156	342N280000130000000	N282340000130000000	SANTA ROSA COUNTY	15,200.00	15,200.00	0.47890424	0000	3	0	County Business	Health Dept Storage	
157	342N280000128000000	N282340000128000000	SANTA ROSA COUNTY	53,512.00	116,816.00	1.48425005	0000	3	1	County Business	Environmental Health Dept	
158	101N285690000000340	N281105690000000340	SANTA ROSA COUNTY	1,995.00	1,995.00	1.86883185	5690	16	0	see PW Notes	wetlands	two parcels 1.86 Ac & 0.018 Ac, both sides of RR near Pattersontown Rd, SELL
159	312S281030000000080	S282311030000000080	SANTA ROSA COUNTY	90,601.00	90,601.00	0.24880391	1030	14	0	Deeded Park	plat	
160	042S260000021010000	S262040000021010000	SANTA ROSA COUNTY	9,576.00	9,576.00	0.44	0000	12	0	Park	East River Boat Ramp	
161	342N283250006000030	N282343250006000030	SANTA ROSA COUNTY	6,650.00	6,650.00	1.01060118	3250	3	0	see PW Notes	next to Milton Library	1.01 Ac, parking lot next to Milton Library
162	342N280000203000000	N282340000203000000	SANTA ROSA COUNTY	8,455.00	385,096.00	1.30053758	0000	3	1	County Business	Milton Library	
163	052S260000001350000	S262050000001350000	SANTA ROSA COUNTY	19,000.00	28,500.00	0.67423166	0000	12	0	see PW Notes	Tax Deed Property	0.67 Ac, tax deed property - Birmingham Dr, -OR Bk 3236 Pg 150, - SELL
164	091N270000001120000	N271090000001120000	SANTA ROSA COUNTY	1,785,887.00	1,785,887.00	89.01413579	0000	15	0	Industrial Park		
165	342N280000179000000	N282340000179000000	SANTA ROSA COUNTY	23,750.00	55,989.00	0.99710167	0000	3	1	see PW Notes	near Milton Library	1.00 Ac, parking lot behind the old hospital in Milton
166	362S29554000000PARK	S29236554000000PARK	SANTA ROSA COUNTY	95.00	95.00	2.04258451	5540	14	0	Deeded Park	Villa Venyce Park	
167	143N300000001130000	N303140000001130000	SANTA ROSA COUNTY	24,701.00	232,862.00	3.27	0000	21	1	Park	Chumuckla Community Center and Park	
168	312N270000001000000	N272310000001000000	SANTA ROSA COUNTY	2,756,702.00	4,755,250.00	0.1963978	0000	15	23	Industrial Park		
169	292S28213000000060	S28229213000000060	SANTA ROSA COUNTY	95.00	96.00	0.21	2130	14	0	Park	La Leyenda Park	
170	292S28321000000PARK	S28229321000000PARK	SANTA ROSA COUNTY	95.00	95.00	1.59	3210	14	0	Deeded Park	The Pines Subdivision 1st Addition Park	
171	252S29457600000PARK	S29225457600000PARK	SANTA ROSA COUNTY	111,009.00	111,009.00	0.57460594	4576	14	0	Park	Sandpiper Village Park	
172	182S26192000000G00	S26218192000000G00	SANTA ROSA COUNTY	611.00	611.00	1.20831472	1920	12	0	see PW Notes	Edgewood Dr and East Bay Blvd	1.21 Ac intersection of CR 399 and Edgewood Drive, we park equipment here
173	155N280000023000000	N285150000023000000	SANTA ROSA COUNTY	9,652.00	26,880.00	2.35119955	0000	19	0	Park	Fidelis Community Center and Park	
174	062S260000002000000	S262060000002000000	SANTA ROSA COUNTY	30,324.00	34,174.00	3.51432959	0000	12	0	Park	Holley Ball Park	
175	302S28030400000PARK	S28230030400000PARK	SANTA ROSA COUNTY	95.00	95.00	1.4979002	0304	14	0	Deeded Park		
176	272S28018000000PARK	S28227018000000PARK	SANTA ROSA COUNTY	94.00	94.00	3.85	0180	14	0	Deeded Park	Bal Alex Estates Park	
177	342N280000179000000	N282340000179000000	SANTA ROSA COUNTY	23,750.00	55,989.00	0.40890347	0000	3	1	see PW Notes	near Milton Library	1.00 Ac, parking lot behind the old hospital in Milton
178	221N290000002000000	N291220000002000000	SANTA ROSA COUNTY	249,375.00	249,375.00	27.6324839	0000	22	0	Park	Pace Are Recreation Park	
179	192S27019000H00PARK	S27219019000H00PARK	SANTA ROSA COUNTY	94.00	94.00	2.78958477	0190	14	0	Deeded Park	Cypress Tree Park	
180	272S28018000000PARK	S28227018000000PARK	SANTA ROSA COUNTY	94.00	94.00	0.71433152	0180	14	0	Deeded Park	Bal Alex Estates Park	
181	162S260000001020000	S262160000001020000	SANTA ROSA COUNTY	684,089.00	755,135.00	42.7696796	0000	12	4	Park	Navarre Sports Complex	
182	225N280000011010000	N285220000011010000	SANTA ROSA COUNTY	10,974.00	693,750.00	2.11000761	0000	19	0	Park	Fidelis Community Center	
183	292N270000001010000	N272290000001010000	SANTA ROSA COUNTY	1,153,919.00	3,549,718.00	111.8283997	0000	15	1	Industrial Park		
184	021N28027000000PARK	N28102027000000PARK	SANTA ROSA COUNTY	22,895.00	22,895.00	1.84897441	0270	15	0	Deeded Park	Bayview Heights #1	
185	021N28027000000PARK	N28102027000000PARK	SANTA ROSA COUNTY	22,895.00	22,895.00	2.9266073	0270	15	0	Deeded Park	Bayview Heights #1	
186	312N270000001000000	N272310000001000000	SANTA ROSA COUNTY	2,756,702.00	4,755,250.00	18.85709207	0000	15	23	Industrial Park		
187	312N270000001000000	N272310000001000000	SANTA ROSA COUNTY	2,756,702.00	4,755,250.00	2.77867465	0000	15	23	Industrial Park		
188	302N270000001000000	N272300000001000000	SANTA ROSA COUNTY	518,700.00	518,700.00	245.7353338	0000	15	0	Industrial Park		
189	225N280000011040000	N2852200000011040000	SANTA ROSA COUNTY	11,096.00	34,632.00	3.2023703	0000	19	0	Park	Fidelis Park	
190	322N290000006020000	N292320000006020000	SANTA ROSA COUNTY	197,553.00	197,553.00	1.12396729	0000	22	0	County Business	easement, recycle area, 5 points realignment	
191	322N290000005010000	N292320000005010000	SANTA ROSA COUNTY	43,724.00	43,724.00	0.35918839	0000	22	0	County Business	easement, recycle area, 5 points realignment	
192	021N28027000000PARK	N28102027000000PARK	SANTA ROSA COUNTY	22,895.00	22,895.00	1.14110403	0270	15	0	Deeded Park	Bayview Heights #1	
193	332N270000005000000	N272330000005000000	SANTA ROSA COUNTY	293,930.00	1,187,063.00	70.81428913	0000	15	9	Park	East Milton Park	
194	182S261921TRACTPRK7	S262181921TRACTPRK7	SANTA ROSA COUNTY	95.00	95.00	1.55392717	1921	12	0	Deeded Park	HBTS Park #7	
195	312N290000010010000	N2923100000010010000	SANTA ROSA COUNTY	24,633.00	24,633.00	0.17732192	0000	22	0	County Business	easement, recycle area, 5 points realignment	
196	322N270000001000000	N272320000001000000	SANTA ROSA COUNTY	1,446,135.00	17,627,759.00	127.4781405	0000	15	10	Industrial Park		
197	182S261921TRACTPRK4	S262181921TRACTPRK4	SANTA ROSA COUNTY	95.00	95.00	9.43	1921	12	0	Deeded Park	HBTS Rec Areas 4, 7, D	
198	282S280000017020000	S282280000017020000	SANTA ROSA COUNTY	728,524.00	860,867.00	28.45869565	0000	14	5	Park	Tiger Point Park	
199	322N270000001000000	N272320000001000000	SANTA ROSA COUNTY	1,446,135.00	17,627,759.00	127.4781405	0000	15	10	Industrial Park		
200	142S260000001470000	S262140000001470000	SANTA ROSA COUNTY	636,509.00	999,121.00	30.33	0000	12	2	Park	Navarre Football/Soccer Park	
201	312N270000001000000	N272310000001000000	SANTA ROSA COUNTY	2,756,702.00	4,755,250.00	305.6321147	0000	15	23	Industrial Park		
202	342N280000123000000	N282340000123000000	SANTA ROSA COUNTY	19,288.00	1,709,011.00	1.64854349	0000	3	1	County Business	Health Dept	
203	322N270000001000000	N272320000001000000	SANTA ROSA COUNTY	1,446,135.00	17,627,759.00	84.06724608	0000	15	10	Industrial Park		
204	182S261921TRACTPRK3	S262181921TRACTPRK3	SANTA ROSA COUNTY	95.00	95.00	11.13	1921	12	0	Deeded Park	HBTS Park #3	
205	182S261921TRACTPRK6	S262181921TRACTPRK6	SANTA ROSA COUNTY	95.00	95.00	2.69576144	1921	12	0	Deeded Park	HBTS Park #6	
206	182S261921TRACTPRK2	S262181921TRACTPRK2	SANTA ROSA COUNTY	95.00	95.00	21.43	1921	12	0	Deeded Park	HBTS Park #2	

	A	B	C	E	F	G	H	I	J	K	L	M
1	Parcel Number	ParcelSort	Owner Name	Land Total Assessed	Parcel Total Assessed	CALC_ACRE	SubdCode	TxDist	BldgCnt	SRCUse	GISNotes	PW_Notes
207	182S261921TRACTPRK5	S262181921TRACTPRK5	SANTA ROSA COUNTY	95.00	95.00	0.95612671	1921	12	0	Deeded Park	HBTS Park #5	
208	091N290000030040000	N291090000030040000	SANTA ROSA COUNTY	118,210.00	633,758.00	22.23728302	0000	22	1	County Business	Pace Library	
209	211N280000018050000	N281210000018050000	SANTA ROSA COUNTY	490,728.00	500,703.00	118.25	0000	16	1	County Business	Central Landfill	
210												
211				<b>389,647,954.00</b>	<b>517,241,441.00</b>	<b>3390.964452</b>						

No support documentation for this agenda item.

No support documentation for this agenda item.

**Hunter Walker**

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**From:** Merry Beth Andrews  
**Sent:** Wednesday, May 14, 2014 11:53 AM  
**To:** Hunter Walker; Angie Jones  
**Cc:** Emily Spencer  
**Subject:** Agenda Item

Good morning. We need to put the request to advertise for public hearing in June the ordinances establishing the new MSBUs. There are 5 lighting (Foxboro, Diamond Creek, Longview, Pace Mill Creek and Ashley Plantation), 1 P/W/S (Ponderosa), and 1 Subdivision Improvements/Maintenance (Hidden Forest). I will have the draft tentative rate resolution ready at the same time as the public hearing in June. MB

*Merry Beth Andrews  
Florida Registered Paralegal  
SANTA ROSA COUNTY  
6495 Caroline Street, Suite C  
Milton, Florida 32570  
(850)983-1857  
(850)981-8808 - Fax*

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

### NOTICE OF PUBLIC HEARING

WHEREAS, Steve Blanton, has petitioned to vacate, abandon, discontinue and renounce any interest and right of the public in and to the following described property to wit:

#### **Legal Description Floridatown Portion of Tracts 1 and 9 of Block 3, 23-1N-29**

A portion of Tracts 1 and 9, of Block 3, Section 23, Township 1 North, Range 29 West, according to map of Floridatown and Addition, filed in Plat book A, at Page 95, in the Office of the Clerk of Circuit Court of Santa Rosa County, being more particularly described as follows: Commence at and existing four inch (4") square concrete monument with a half-inch (1/2") uncapped metal rod at the Northwest corner of said tract 9; thence go south 77 degrees 58 minutes 00 seconds East along the monumented Northerly line of said Tract 9 for a distance of 220 feet; thence go South 12 degrees 03 minutes 10 seconds East for a distance of 70.00 feet to the Southerly Line of a Gulf Power Company Easement; thence go South 77 degrees 58 minutes 00 seconds East along said Southerly Easement line for a distance of 132.46 feet to the Point of Beginning; thence continue South 77 degrees 58 minutes 00 seconds East for a distance of 63.25 feet; thence go North 12 degrees 02 minutes 11 seconds East for a distance of 345.20 feet; thence go North 89 degrees 22 minutes 12 seconds East for a distance of 262.58 feet to the Westerly Right of Way line of Railroad Street (75' R/W); thence go South 01 degrees 29 minutes 15 seconds West along said Westerly Right of Way line for a distance of 70.01 feet; thence go South 02 degrees 53 minutes 42 seconds East along said Westerly Right of Way line for a distance of 45.02 feet; thence go South 03 degrees 21 minutes 08 seconds East along said right of Way line for a distance of 15.08 feet; thence departing said Westerly Right of Way line go South 89 degrees 22 minutes 12 seconds West for a distance of 160.25 feet; thence go South 08 degrees 18 minutes 00 seconds West for a distance of 131.09 feet; thence go South 84 degrees 39 minutes 31 seconds West for a distance of 72.38 feet; thence go South 14 degrees 28 minutes 55 seconds East for a distance of 300.00 feet; thence go North 77 degrees 50 minutes 49 seconds West for a distance of 262 feet; thence go North 11 degrees 27 minutes 40 seconds East for a distance of 179.79 feet to the Point of Beginning.

#### **Legal Description Floridatown Lot 4, Block 3, 23-1N-29**

LOT 4, LESS ROAD RIGHT OF WAY, BLOCK 3, FLORIDATOWN ADDITION, BEING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, ACCORIDING TO PLAT RECORDED IN DEED BOOK A-15, AT PAGE 389 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

AND WHEREAS, a time and date have been established for a public hearing for the Board of County Commissioners to consider the advisability of exercising its authority pursuant to F.S. 177.101 to vacate and annul 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 22<sup>nd</sup> 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

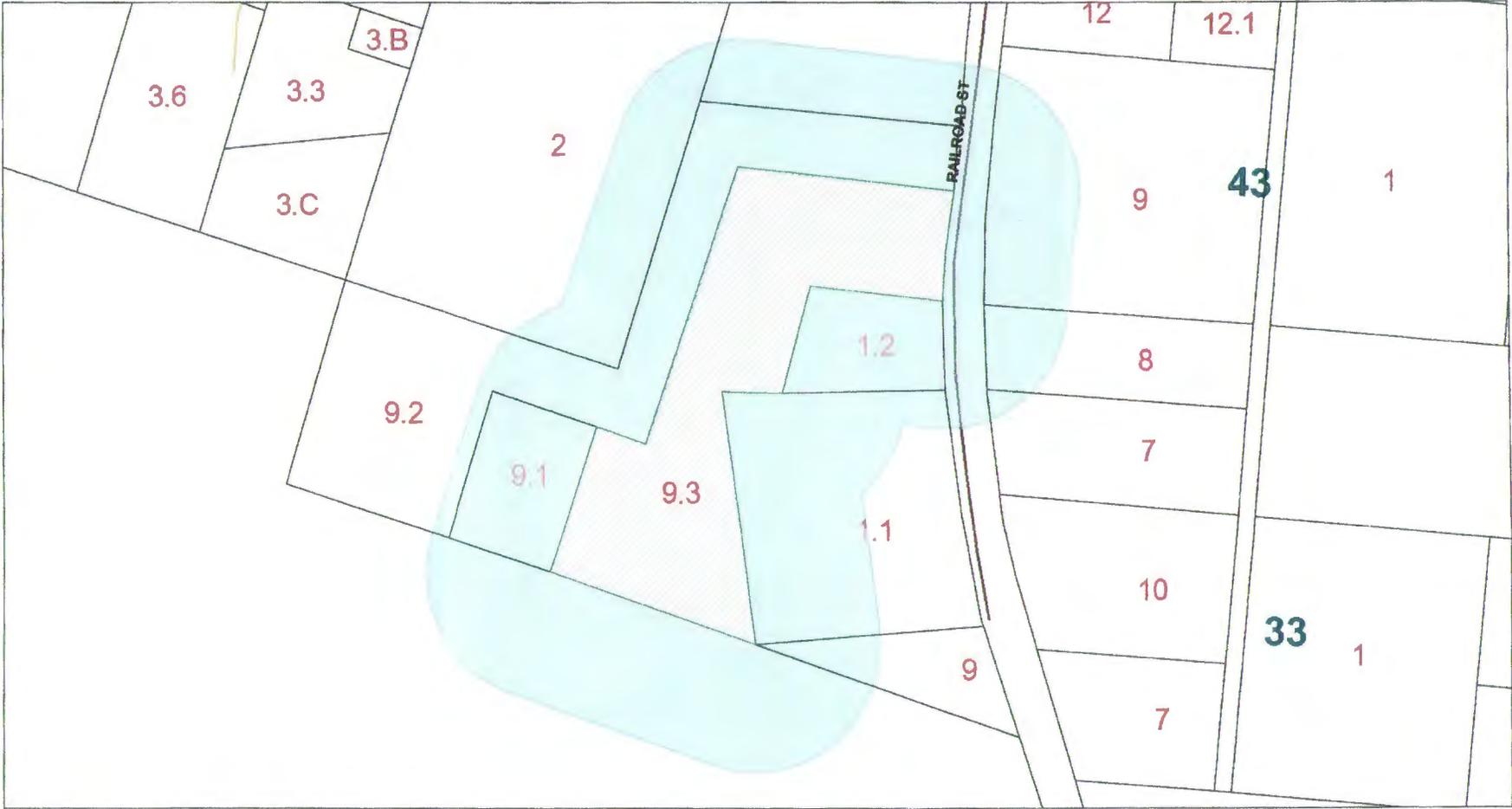
Board of County Commissioners with respect to any matter coming before said Board at said meeting, it is their individual responsibility to insure that a record of proceedings they are appealing exists and for such purpose they will need to insure that a verbatim record of the proceedings is made, which 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 Spenser at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public hearing.

# Gregory S. "Greg" Brown, C.F.A.

Santa Rosa County Property Appraiser

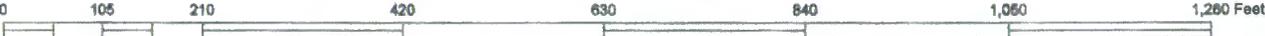


### LEGEND

- Selected Parcels
- 150' RADIUS

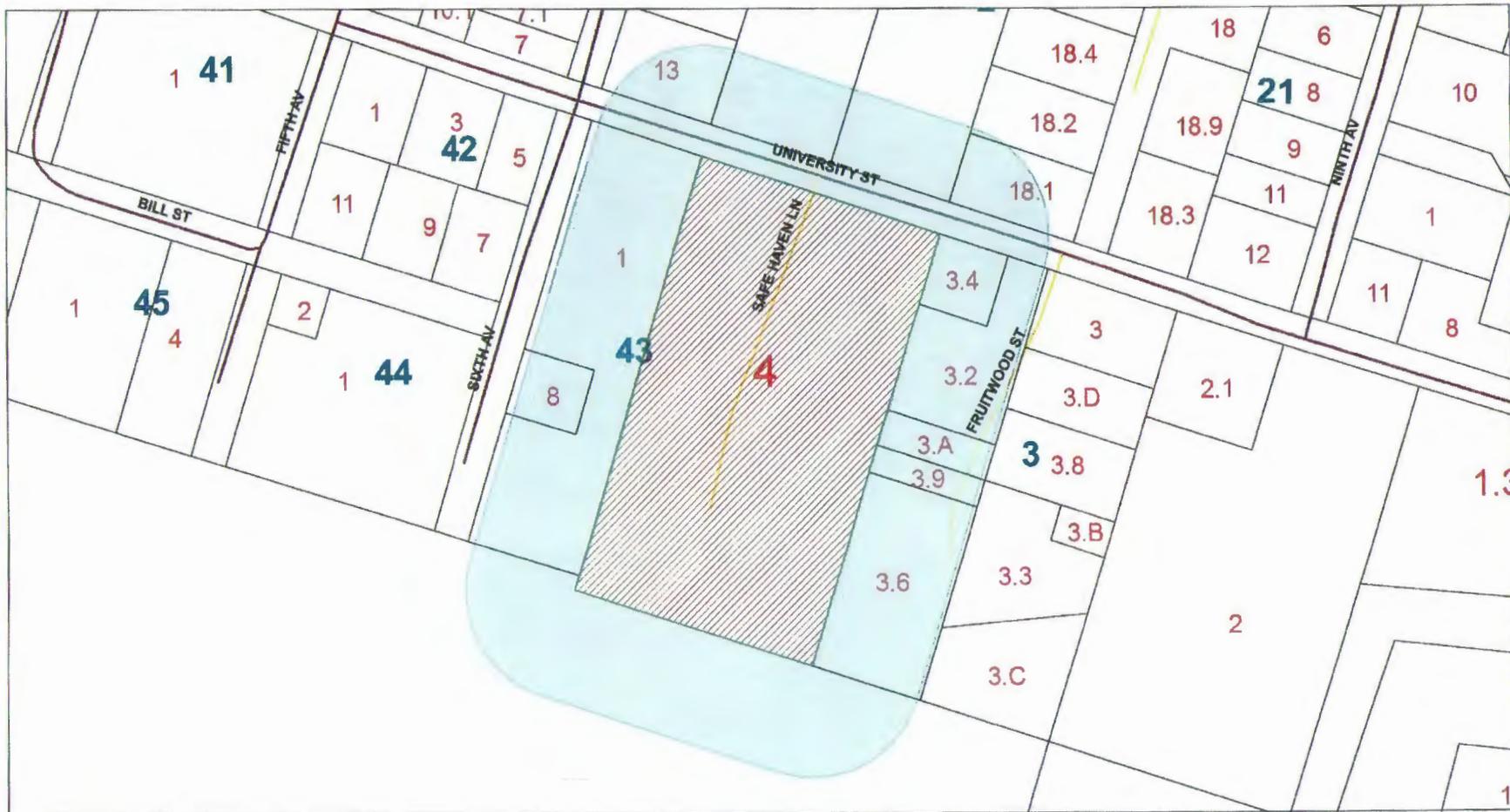
SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE  
VARIANCE MAP FOR PLANNING AND ZONING DEPARTMENT

SUBJECT PARCEL: 23-1N-29-1220-00300-0093



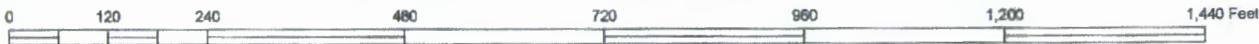
# Gregory S. "Greg" Brown, C.F.A.

Santa Rosa County Property Appraiser



## SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE VARIANCE MAP FOR PLANNING AND ZONING DEPARTMENT

SUBJECT PARCEL: 23-1N-29-1220-00300-0040



### LEGEND

-  Selected Parcels
-  150' RADIUS



STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue Child Support Program, hereinafter referred to as the "Department" or "the Program," and Santa Rosa County Board of County Commissioners hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: **sole source government**.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be emailed to:

**sheriff\_invoices@dor.state.fl.us**

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

#### F. Indemnification

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

#### G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

#### H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
  - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than 45 days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a

notification is required 45 days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

FTI will not be disclosed.

FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 12, provides detailed requirements on the content of the 45 day notification to the IRS. The contract manager should refer to:  
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
- k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
- l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

**J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

**K. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. **MyFlorida MarketPlace Fee**

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding

payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**L. Non-discrimination Requirements**

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

**M. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

**O. Sponsorship**

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

**P. Publicity**

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**Q. Final Invoice**

To submit the final invoice for payment to the Department no more than **FORTY-FIVE (45)** days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests

submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

**R. Lobbying**

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the 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, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Patents, Copyrights, Royalties and Rights to Products**

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

**U. Emergency Preparedness**

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

**V. Criminal History Records Checks**

That the Department requires criminal history records checks on any contractor staff, employees or subcontractor staff that has access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff, employees or subcontractor staff who will have access to DOR

information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff, employees or subcontractor staff must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff, employees or subcontractor staff requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff, employee or subcontractor assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

#### **W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES**

##### **1. Granting Access**

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
  - Office Buildings
  - Restricted Rooms within Office Buildings
  - Restricted Data
  - Department Intranet
  - Department Network
  - Data Management Systems such as FLORIDA, CAMS and Suntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
  - Be provided in writing to the Department Contract Manager,
  - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
  - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

##### **2. Changing and Terminating Access**

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
    - Separation,
    - Termination,
    - Reassignment to another project, or
    - Change in the type of access required.
  - b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
  - c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
  - d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
    - returning all security identification and access devices; and
    - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
3. Access Update
- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.
  - b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed **\$N/A RATE AGREEMENT**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**B. Contract Payment**

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

**C. Vendor Ombudsman**

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

**III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**

**A. Effective and Ending Dates**

That this contract shall begin on **7/1/2014**, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on **6/30/2017**. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**B. Contract Renewal**

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be **five (5) one (1) year optional renewal periods**.

**C. Corrective Action Plan**

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

**D Termination**

1. That this contract may be terminated by the Department without cause upon no less than **thirty (30) calendar days** notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

**E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price

level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**F. Notice**

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

**G. Official Payee and Representatives (Names, Email and Street Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name of the contractor's contact person, email address, and street address where financial and administrative records are maintained is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, email address, mailing address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The name, email and mailing addresses, and telephone number of the Contract Manager for the Department for this contract is:

**Heather Rosenberg – Contract Manager**  
**Florida Department of Revenue**  
**Child Support Program**  
**P.O. Box 5586 Tallahassee, FL 32314-5586**  
**850-617-8050 [rosenbeh@dor.state.fl.us](mailto:rosenbeh@dor.state.fl.us)**

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**H. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

<b>Applicable Attachments and Exhibits: ☒ indicates that it applies to this contract.</b>		
<b>Attachment #</b>	<b>Attachment Title</b>	
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input type="checkbox"/>	Attachment B	Order of Precedence (and Contract Content)
<input checked="" type="checkbox"/>	<b>Attachment C(1)</b>	<b>Required Certifications (Non-Attorney)</b>
<input type="checkbox"/>	Attachment C(2)	Required Certifications (Attorney)
<input checked="" type="checkbox"/>	<b>Attachment D</b>	<b>Additional Provisions for Federally Funded Contracts</b>
<input checked="" type="checkbox"/>	<b>Attachment E</b>	<b>Certification Regarding Debarment, Suspensions</b>
<input checked="" type="checkbox"/>	<b>Attachment F</b>	<b>Certification Regarding Lobbying</b>
<input type="checkbox"/>	Attachment G	Individual Contractor Security Agreement Form
<input type="checkbox"/>	Attachment H	Criminal Background Check Requirements
<input type="checkbox"/>	Attachment I	Compliance with the Florida Single Audit Act (Property Appraiser)
<input type="checkbox"/>	Attachment J	Access to Department Information Resources and Facilities
<input checked="" type="checkbox"/>	<b>Exhibit 1</b>	<b>Monthly Invoice Excel Form</b>
<input checked="" type="checkbox"/>	<b>Exhibit 2</b>	<b>Substantiating Report To Invoice Excel Form</b>
<input type="checkbox"/>	Attachment M	Other - See attachment for details

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By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this 21 page contract to be executed by their undersigned officials as duly authorized.

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

**FLORIDA DEPARTMENT OF REVENUE**

**SIGNED BY:** \_\_\_\_\_  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_  
**NAME:** Lia Mattuski  
**TITLE:** Director, Financial Management  
**DATE:** \_\_\_\_\_

**Contractor Federal Employer I.D. # & MyFloridaMarketPlace Extension # :** \_\_\_\_\_

**FLORIDA DEPARTMENT OF REVENUE  
Office of the General Counsel**

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**Approved as to form and legal content**

## Attachment A

### **Scope of Work/Additional Provisions**

#### **A. GENERAL PROVISIONS**

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachment pursuant to Section 30.231, Section 61.11, Section 409.256(4) and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support judicial and administrative actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
  - a. Personal service of process, to include substitute service as authorized by law;
  - b. Service of Subpoenas, except witness subpoenas;
  - c. Execution of Writs of Bodily Attachment.
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

#### **B. SERVICE OF PROCESS AND EXECUTION OF WRITS OF BODILY ATTACHMENT**

##### **1. Manner of Service**

- a. The sheriff should promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process and execution of writs in establishing and enforcing child support orders, it is incumbent upon the sheriff to attempt to serve or execute a writ at any address necessary to effect service. These attempts should include, but are not limited to, serving or executing a writ during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different time intervals as necessary.
- c. The sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed the sheriff shall enter it into the Florida Crime Information Center FCIC system within three (3) business days.
- d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department or its designee and the Clerk of Court the sheriff's return indicating service has been perfected and the address.
- e. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

f. The sheriff's return of service should include:

For administrative cases - The Department of Revenue's Service Return Coversheet (CS-OA90 page 2) and/or the sheriff's service return documentation.

For judicial cases – Sheriff's return of service documents.

g. Return of service is to be provided to the address indicated on the Department's Request for Service of Process. Each return should include the following information:

- (1) The names of the respondent, petitioner (whenever provided), and the Child Support case number.
- (2) How the process was served, i.e.: personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode.
- (3) Complete address where service of process was successful.
- (4) A list of all papers served on the party.
- (5) Date and time of service of process attempts.
- (6) The reason(s) that service was unsuccessful.
- (7) Complete addresses where service of process was attempted if service is unsuccessful.

h. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the sheriff shall exercise due diligence in locating and serving or arresting the person.

i. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the FCIC telecommunications system in accordance with Section 61.11(2)(e), F.S.

j. The county shall retain the prevailing local match rate when the party served or arrested pays court ordered costs of service of process or writ execution. The remaining match rate shall reduce the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

## 2. Method of Payment

a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.

c. The county will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the \$20.00 fee (\$13.20) for each service of process and 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

**C. SERVICES TO BE PERFORMED BY THE DEPARTMENT**

1. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support cases.
2. The Department shall provide to the sheriff the best known address(es) where the person may be served or the writ executed.
3. The Department shall provide the sheriff with Child Support case numbers (a.k.a.CSE #s) and names of the parties to be served for the sheriff to enter on the Substantiating Report To Invoice form (Attachment A Exhibit 2).
4. The Department may provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any disclosure, distribution, or copying of the photographic images, or the information in it, is prohibited.

**D. ADDITIONAL TERMS AND CONDITIONS**

1. **Area of Service** – The services required of the sheriff pursuant to this contract shall be provided in the county shown on page one.
2. **Modification of contract due to a change in Federal Financial Participation** – If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.
3. **Modification of Contract due to Statutory Fee Changes** – If the statutory fees for service of process and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.
4. **Photographic images provided by the Department** – Upon completion of service or writ activities any photographic images provided by the Department must be destroyed.

Attachment C(1)

**Required Certifications – Non-Attorney**

I, \_\_\_\_\_ as an authorized representative of the contractor certify that:

**1. Statement of No Involvement**

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

**2. Agreement to the Contract Terms and Conditions**

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

**3. Contract Cancellation or Failure to have Contract Renewed**

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

**4. Child Support Obligations**

I, \_\_\_\_\_, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

**5. Compliance with State and Federal Tax Laws**

I, \_\_\_\_\_, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

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

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

Attachment D

**Additional Provisions for Federally Funded Contracts**

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."  
 Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation."  
 Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).

6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8.  If checked, the following also applies:
  - > The CFDA number(s) is: 93.563.
  - > The CFDA title is: Child Support Enforcement.
  - > The Federal Agency from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature \_\_\_\_\_

Name Printed \_\_\_\_\_

Date \_\_\_\_\_

Attachment E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Contracts/Subcontracts

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
  - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
  - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
  - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

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

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

Attachment F

Certification Regarding Lobbying  
For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Exhibit 1, Excel INVOICE form

**County Sheriff's Office**  
**Sheriff Service of Process (SOP)**  
 Address \_\_\_\_\_

**INVOICE**  
 Contract # \_\_\_\_\_

**Contact Person:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Date of Invoice:** MM/DD/YYYY \_\_\_\_\_  
**Invoice Month/Year:** \_\_\_\_\_  
**Sheriff Invoice #:** (if any) \_\_\_\_\_  
**Bill To:** Florida Department of Revenue/Child Support Program  
 Contract Management Invoice Section  
**Email Invoice to:** sheriff\_invoices@dor.state.fl.us

Comments						
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT	
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00	
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00	
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00	
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00	
<b>Invoice Total:</b>					<b>\$0.00</b>	

I certify the information above is true and correct  
 (electronic signature typed below is acceptable)

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

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment: Amount approved: _____ Date Approved: _____ FDOR-Child Support Program Approval Certification Signature: _____
--





# SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

[www.santarosa.fl.gov](http://www.santarosa.fl.gov)

Preliminary  
Engineers Report  
May 19, 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 22, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of Industrial Park Rail Spur Rehabilitation. (Attachment A)
2. Discussion of North End Solid Waste Franchise Areas. (Attachment B)
3. 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 C)

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±

May 14, 2014

Office fo the Santa Rosa County Procurement Department  
6495 Caroline Street  
Suite G  
Milton, FL 32570

Re: Proposed Tie Replacement at Industrial Park.

To Whom It May Concern:

We propose to furnish the labor, equipment and materail to perform the following work:

**Item #1 Switch Ties**

- Replace 33 switch ties as marked,  
16'-5 each, 15'-5each, 14'-5 each, 13'-4each, 12'-6each, 11'-5 each, 10'-3 each.
- Tamp the ties replaced.

**Item #2 Track ties.**

- Replace 205 track ties on the northern spur.
- Replace 80 ties on the eastern spur.
- Tamp the ties replaced.

**Lump Sum---\$48,175.00**

Notes:

- a. All ties removed will be placed in roll off containers and properly disposed.
- b. All Work will meet or exceed CSXT Standards for Industry track.

Respectfully,



Richard Anderson  
WJ Sapp & Son, Inc.

Roger Blaylock

---

**From:** Ken Carpenter <kencarpenter@railroadgroup.com>  
**Sent:** Monday, May 12, 2014 1:56 PM  
**To:** Roger Blaylock  
**Subject:** RE: rr ties ind park

Roger

Will take 3 to 4 weeks to get the cross ties  
Can start when get a date on ties

kenny

---

**From:** Roger Blaylock [<mailto:RogerB@santarosa.fl.gov>]  
**Sent:** Monday, May 12, 2014 2:09 PM  
**To:** 'Ken Carpenter'  
**Cc:** Michael Schmidt  
**Subject:** RE: rr ties ind park

Kenny - How soon could you start if approved by my Board next Thursday, May 22?

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 Office

**From:** Ken Carpenter [<mailto:kencarpenter@railroadgroup.com>]  
**Sent:** Monday, May 12, 2014 1:40 PM  
**To:** Roger Blaylock  
**Subject:** RE: rr ties ind park

Yes sir

kenny

---

**From:** Roger Blaylock [<mailto:RogerB@santarosa.fl.gov>]  
**Sent:** Monday, May 12, 2014 1:59 PM  
**To:** 'Ken Carpenter'  
**Cc:** Michael Schmidt  
**Subject:** RE: rr ties ind park

Ken – Is this quote still good?

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 Office

**From:** Ken Carpenter [<mailto:kencarpenter@railroadgroup.com>]  
**Sent:** Tuesday, November 12, 2013 11:42 AM  
**To:** Roger Blaylock  
**Cc:** Ken Carpenter  
**Subject:** rr ties ind park

Mr. Roger Blaylock PE  
Santa Rosa County Engineer

November 12, 2013

6051 Old Bagdad Highway, Suite 300  
Milton, Florida 32583

Mr. Blaylock

Reference your letter dated 10-17-13 concerning  
Furnish and install 285 new cross ties and 33 new switch ties  
In industrial park near airport.

For your review and consideration I list the following:

Mobilization	\$ 850.00
Materials	\$ 26,534.40
Labor & Equipment	\$ 26,355.10
Total	\$ 53,739.50

J. Kenneth Carpenter  
Midway Railroad Construction Co

Email scanned by Check Point

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

# Franchise Map Options

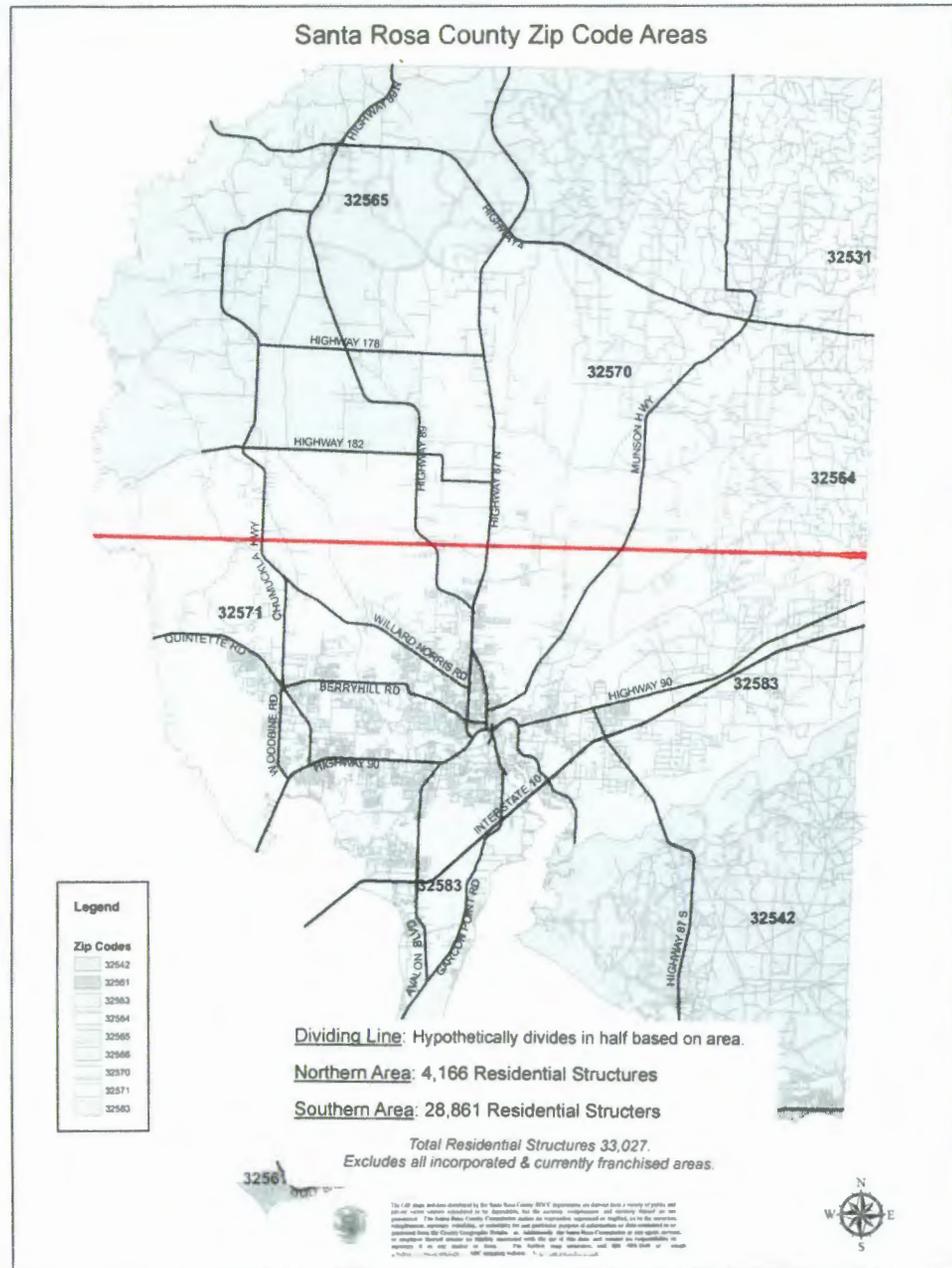
Dividing Line: Hypothetically divides in half based on area.

Northern Area:  
4166 Residential Structures

Southern Area:  
28,861 Residential Structures

Total Residential Structures =  
33,027

*Excludes all incorporated & currently franchised areas.*



# Franchise Map Options

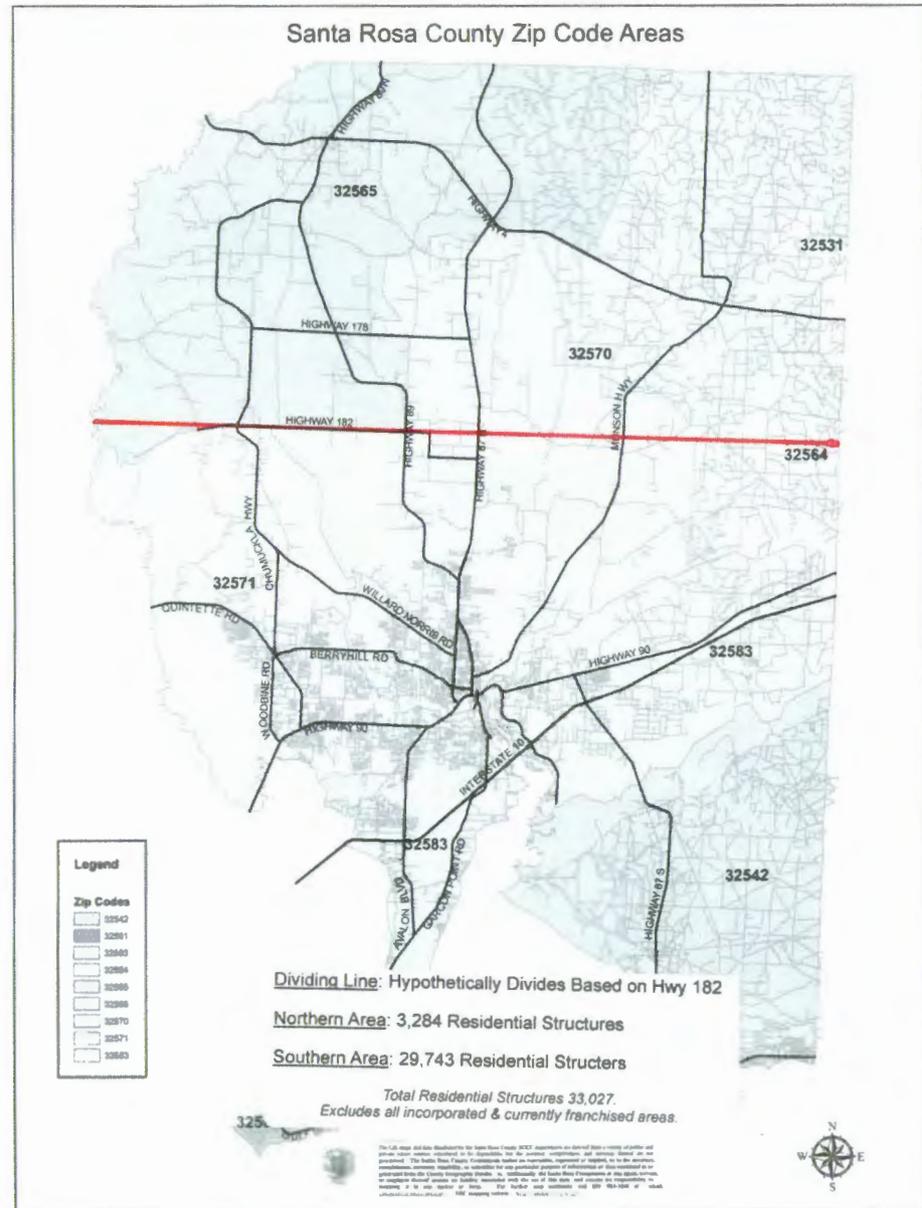
Dividing Line: Based on hypothetically dividing Highway 182

Northern Area:  
3,284 Residential Structures

Southern Area:  
29,743 Residential Structures

Total Residential Structures =  
33,027

*Excludes all incorporated & currently franchised areas.*

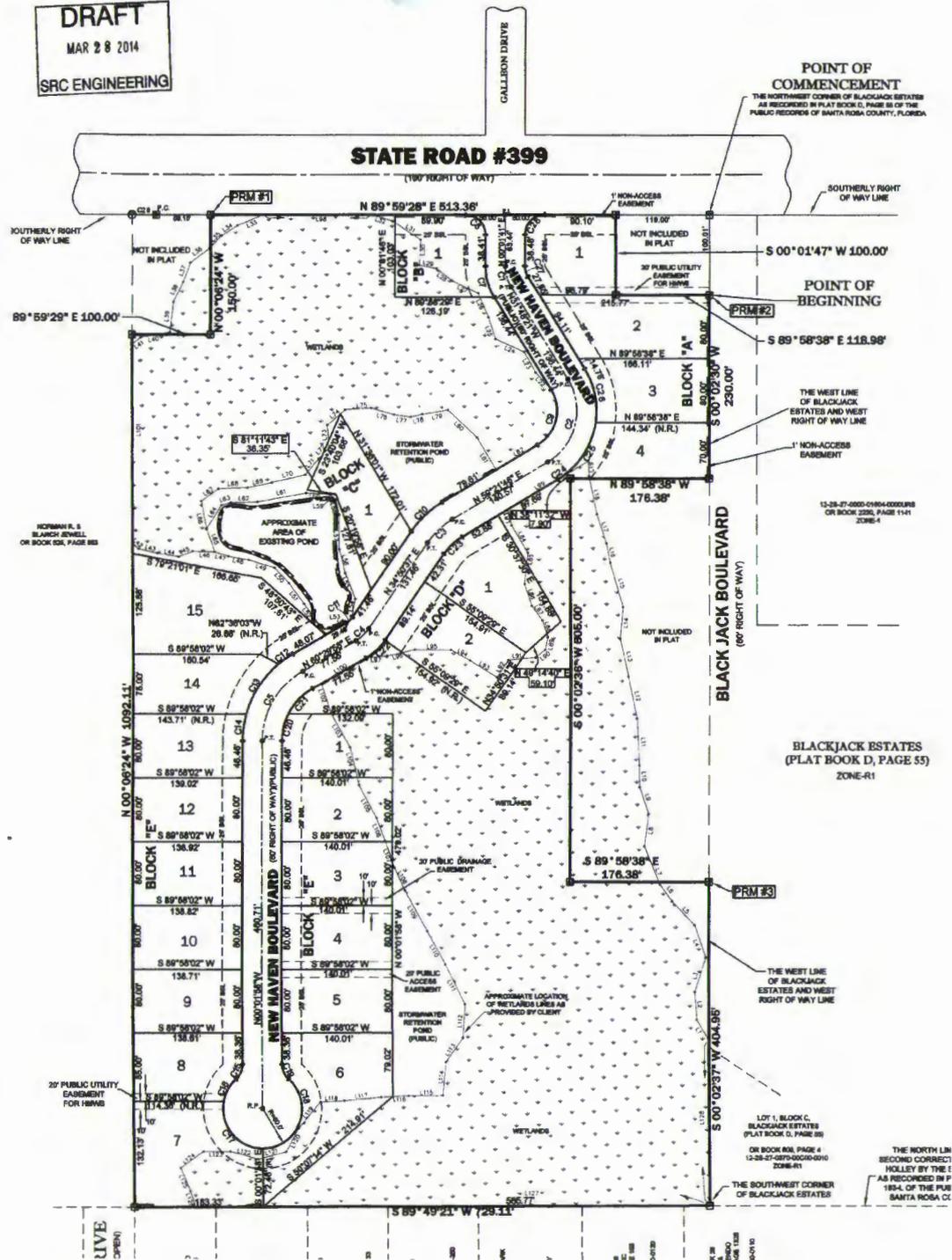






# New Haven Estates

**DRAFT**  
MAR 28 2014  
SRC ENGINEERING



POINT OF COMMENCEMENT  
THE NORTHWEST CORNER OF BLACKJACK ESTATES AS RECORDED IN PLAT BOOK D, PAGE 88 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

POINT OF BEGINNING

BLACKJACK ESTATES (PLAT BOOK D, PAGE 55) ZONE-R1

THE NORTH LINE SECOND CORRECT HOLLEY BY TRUST AS RECORDED IN P 185-4 OF THE PUB SANTA ROSA, FL

LIVE (3/28/14)

DATE: 03/28/14  
SCALE: 1" = 40.00'  
DRAWN BY: [illegible]  
CHECKED BY: [illegible]



# Public Services Committee

Chaired by:  
Lynchard

Meeting:  
May 19, 2014, 9:00 A.M.

---

## AGENDA

### Emergency Management

1. Recommend renewal of the radio maintenance agreement with CES Inc., dba Team One Communications at the current annual rate of \$144,478.00.

### Development Services

2. Recommend approval of the updated Florida Department of Transportation functional classification roadway map for Santa Rosa County.

# Department of Public Services

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

**Tony Gomillion, Director**



To: Board of County Commissioners  
From: Brad Baker, Director, Emergency Management  
Through: Tony Gomillion, Director, Public Services  
Date: May 22, 2014  
Subject: Radio Maintenance Agreement Renewal

## **RECOMMENDATION**

Recommend renewal of the radio maintenance agreement with CES, Inc., dba Team One Communications. The present agreement allows us to exercise a one year extension with no rate increase in the amount of \$144,478.00.

## **BACKGROUND**

CES became the radio maintenance contractor in June 2009 as the sole bidder to the RFP and maintains all equipment owned by all departments under the Board of County Commissioners and the Sheriff's Department.

CES continues to meet all the conditions of the agreement. The Emergency Management / Communications Division and the Sheriff's Department have both determined that all services continue to be exemplary.

## **COMPLETION**

DEM will monitor the agreement.

### **Animal Services**

Dale Hamilton  
Director

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

### **Building Inspections & Code Compliance**

Rhonda C. Royals  
Building Official

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

### **Emergency Management**

Brad Baker  
Director

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

### **Community Planning, Zoning & Development**

Rebecca Cato  
Director

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

### **Veterans Services**

Karen Haworth  
Director

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

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



# Department of Public Services

Santa Rosa County, Florida  
6051 Old Bagdad Highway, Suite 202  
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Office: (850) 981-7040 Fax: (850) 623-1208



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Shawn Ward, Transportation Planner  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** Santa Rosa County Functional Classifications  
**DATE:** May 12, 2014

## RECOMMENDATION

That the Board approve and authorize the Chairman to sign the attached map from the Florida Department of Transportation (FDOT) District Three recommending approval of the Santa Rosa County Functional Classifications.

## BACKGROUND

Every 10 years following the U.S. Census the functional classification maps are updated. Federal functional classification is required by the Federal Highway Administration (FHWA). The principal purpose of roadway classification is to establish the relativity of candidate roads in the overall hierarchy of roadways. Functional classification is used for planning, budgeting, programming, and for fiscal management. It is used to evaluate Federal, State and local highway programs. It is used by other offices within and outside of the Department, directly and indirectly, to help meet other federal requirements, including the preparation of the FDOT Work Program and the TPOs' Transportation Improvement Plans.

Changes from the previously adopted functional classification map include:

1. Addition of Commerce Road and Da Lisa Road as Urban Collectors.
2. Change of 197A (Woodbine Rd) from Major Collector to Minor Arterial.
3. Change of 184A (Berryhill Rd) from Major Collector to Minor Arterial.

**Animal Services**  
Dale Hamilton  
Director

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

**Building Inspections &  
Code Compliance**  
Rhonda C. Royals  
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Zoning & Development**  
Rebecca Cato  
Director

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Milton, FL 32583  
(850) 981-7000

**Veterans Services**  
Karen Haworth  
Director

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

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



**Santa Rosa County**

01 - Principal Arterial Interstates RURAL	11 - Principal Arterial Interstates URBAN
02 - Principal Arterial Expressway RURAL	12 - Principal Arterial Expressway and Expressway URBAN
04 - Principal Arterial Other RURAL	14 - Minor Arterial Other URBAN
05 - Minor Arterial RURAL	15 - Minor Arterial URBAN
07 - Major Collector RURAL	17 - Major Collector URBAN
08 - Minor Collector RURAL	18 - Minor Collector (not Arterial) URBAN
09 - Local RURAL	19 - Local URBAN
	Urban Boundaries

## SANTA ROSA COUNTY FUNCTIONAL CLASSIFICATIONS

Prepared By:  
**FLORIDA DEPARTMENT OF TRANSPORTATION**  
in cooperation with the  
**US DEPARTMENT OF TRANSPORTATION**

File Created:  
May 7, 2014

**Recommended By:**

\_\_\_\_\_  
Chairman, Board of County Commissioners      Date

\_\_\_\_\_  
Florida Department of Transportation      Date

\_\_\_\_\_  
Chairman, Florida-Alabama TPO      Date

**Approved By:**

\_\_\_\_\_  
Federal Highway Administration      Date



AGENDA  
PUBLIC WORKS COMMITTEE  
May 19, 2014

Chairman:

Vice Chairman: Commissioner Cole

1. Discussion of comparison shopping proposal from Ryles Grassing LLC for sod at \$1.05 per square yard for the Munson Highway Small County Outreach Project (SCOP).
2. Discussion of declaring surplus property and transferring one (1) zero-turn mower from Parks Department to Santa Rosa Correctional Institution.
3. Discussion of extension of contract with Panhandle Grading and Paving Inc. for asphalt services for one (1) year at current rates.

# **Ryles Grassing LLC**

**P.O. Box 711**

**Baker, FL 32531**

**850-537-8873 office**

**850-585-1172 cell**

**850-537-2410 fax**

April 25, 2014

Santa Rosa County Road and Parks  
6075 Old Bagdad Hwy  
Milton FL 32583

Project Proposal: Munson

Ryles Grassing will supply and install Bahia for \$1.05 per square yard.

Thank you for the opportunity to quote this project. Please don't hesitate to call if you have questions.

Thank you,

*Chris Ryles*

Chris Ryles

# SUNCOAST SOD FARMS, INC.

# Estimate

SUNCOAST SOD FARMS, INC.

6582 JIMMY SELLERS RD

JAY, FLORIDA 32565

850-957-4119 OR 434-0066

DATE	ESTIMATE #
4/29/2014	3729

NAME / ADDRESS

SANTA ROSA COUNTY PURCHASING  
 6075 OLD BAGDAD HWY  
 MILTON, FL 32583  
 ATTN: GREG COTTON

PROJECT

ITEM	DESCRIPTION	QTY	COST	TOTAL
BAH	SY OF BAHIA SOD DELIVERED	45,000	1.16 0.00	52,200.00 0.00
HWY 191 SANTA ROSA COUNTY NORTH OF MUNSON CROSS ROADS			<b>TOTAL</b>	\$52,200.00

SIGNATURE

*Jimmy Sellers*



FLORIDA  
DEPARTMENT of  
CORRECTIONS

*Changing Lives to  
Ensure a Safer Florida*

Governor

**RICK SCOTT**

Secretary

**MICHAEL D. CREWS**

5850 East Milton Road, Milton, Fl. 32583

<http://www.dc.state.fl.us>

May 1, 2014

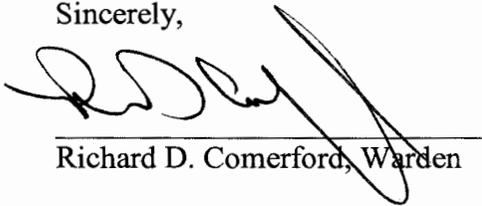
Mr. Avis Whitfield, Director  
Santa Rosa County Public Works  
6075 Old Bagdad Hwy  
Milton, Fl. 32583

Dear Mr. Whitfield,

It has come to our attention the possibility exists of surplus equipment from your department available for donation. Specifically a commercial grade zero-turn lawnmower. On behalf of Santa Rosa Correctional Institution I would like to express our interest in this donation if possible. This equipment would enhance our ability to care for our grounds and the county right of ways along the entrance to our facility through the north entrance of the industrial park. It would also be beneficial to other public service projects we do for the citizens of Santa Rosa County around our area.

We thank the Board of County Commissioners for entertaining our request for consideration. We definitely appreciate the working relationship we have with the government and leadership of Santa Rosa County and pledge our continued support and commitment.

Sincerely,



Richard D. Comerford, Warden



Panhandle Grading & Paving, Inc.  
2665 Solo Dos Familiaf  
Pensacola, FL 32534

office (850) 478-5250  
fax (850) 479-5901

May 14, 2013

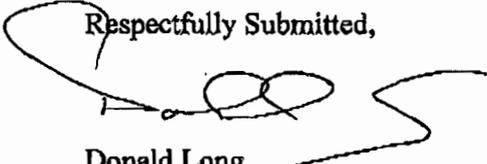
Santa Rosa County, Public Works  
Attn: Mr. Avis Whitfield  
6075 Old Bagdad Hwy  
Milton, FL 32583

Subject: Asphalt Services – Santa Rosa County  
Non FDOT Certified Paving & FDOT Certified Paving

Mr. Avis Whitfield,

Panhandle Grading & Paving, Inc. would like to extend our current referenced contract for one additional year.

Respectfully Submitted,



Donald Long  
Vice President

**AGREEMENT**

**SANTA ROSA COUNTY ("County") and PANHANDLE GRADING & PAVING, INC.,** a Florida corporation, ("Contractor") enter into this Agreement this 28<sup>th</sup> day of June, 2012.

A. This Agreement shall be for the period of July 1, 2012, through June 30, 2013, for the following services for the County:

1. Primary/Connector Road Asphalt Resurfacing;
2. Residential Road Asphalt Paving, Resurfacing, and Providing Materials;
3. Asphalt Milling
4. Bituminous Crack Relief Layer
5. Asphalt Resurfacing, Providing Materials, Bituminous Crack Relief Layer FDOT Certification Required

B. Contractor will provide material and services as set out in the Bid Package dated May 12, 2012, a copy attached as Exhibit A.

B. Payment shall be per unit as set out in the Contractor's Bid dated June 12, 2012, a copy attached as Exhibit B.

C. Contractor shall have and maintain the required insurance as specified in Exhibit C, and shall provide Santa Rosa County proof of such insurance prior to commencing work.

D. All prices are firm for a period of one year. This contract may be extended by additional one (1) year periods not to exceed two additional years upon the agreement of both parties.

E. 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.

F. The Contract Documents shall include the Bid Package dated May 12, 2012, copy attached as Exhibit A and Contractor's Bid dated June 12, 2012, a copy attached as Exhibit B.

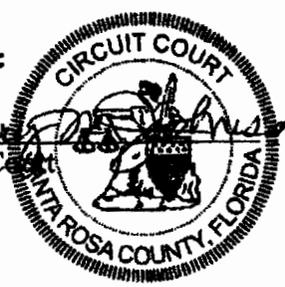
G. Santa Rosa County may terminate this contract without cause with thirty (30) days written notice. Contractor will be paid for all work performed prior to termination.

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

By: *Jim Williamson*  
Chairman

ATTEST:

*Mary Johnson*  
Clerk of Court



3CC Approved 6-28-12

**CONTRACTOR:**

**PANHANDLE GRADING & PAVING, INC.,**  
A Florida corporation

By: *[Signature]*  
President

WITNESSES:

*Steve Hite*  
*William H. Japh*

# **BUDGET & FINANCIAL MANAGEMENT COMMITTEE**

Chairman: Commissioner Cole  
Vice Chairman: Commissioner Lynchard

May 19, 2014

## **Budget:**

- 1) **Budget Amendment 2014 – 129** in the amount of **\$ 100,000** to Pensacola State College for construction of STEM Facility at the Pensacola campus from Economic Development Reserves as approved at the May 8, 2014 BOCC Regular Meeting.
- 2) **Budget Amendment 2014 – 130** in the amount of **\$ 34,150** to transfer funds from the Capital Fund to the General Fund for three (3) mowers for the Parks Department as approved at the May 8, 2014 BOCC Regular Meeting.
- 3) **Budget Amendment 2014 – 131** in the amount of **\$ 7,720** to reallocate ICP funds reserved in the General Fund to purchase a new MTR 3000 to replace the current 14 year old South Fire repeater which is no longer satisfactory.
- 4) **Budget Amendment 2014 – 132** in the amount of **\$ 31,450** to transfer funds from the Capital Fund to the General Fund for a three (3) year renewal for Websense Internet Security System subscription as approved at the May 8, 2014 BOCC Regular Meeting.
- 5) **Budget Amendment 2014 – 133** in the amount of **\$ 40,330** to transfer funds from the Capital Fund to the General for a color copier for the Co-Op Extension and for renovations to the restrooms and lifeguard towers on Navarre Beach and to complete handicap boardwalk in the park.

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

- 6) Discussion of County Expenditures / Check Register

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 106:</b>	<b>9106 – 5990015</b>	<b>Economic Development Reserves</b>	<b>(\$ 100,000)</b>
	<b>9106 – 59100001</b>	<b>To General Fund</b>	<b>\$ 100,000</b>
<b>Fund 001:</b>	<b>001 – 3810001</b>	<b>From Electric Franchise Fee Fund</b>	<b>\$ 100,000</b>
	<b>0018 – 548007</b>	<b>Eco Dev Promotional Activities</b>	<b>\$ 100,000</b>

**State reason for this request:**

Funds the allocation of \$100,000 to Pensacola State College for construction of STEM Facility at the Pensacola campus from Economic Development Reserves as approved at the May 8, 2014 BOCC Regular Meeting.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-129**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 05/19/2014

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd day Of May, 2014.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

May 8, 2014

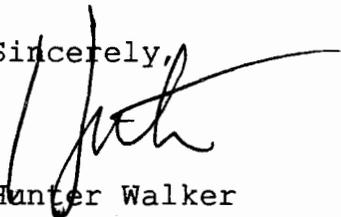
Edward Meadows, President  
Pensacola State College  
Office of the President  
1000 College Boulevard  
Pensacola, Florida 32504

Dear Dr. Meadows:

At the May 8, 2014 meeting, the Santa Rosa County Board of Commissioners pledged/allocated \$100,000 for a portion of the local match for funding the proposed STEM Facility on the Main Campus as outlined in the April 24, 2014 transmittal.

Please advise this office at the appropriate time for transmittal of these funds. Please call with questions.

Sincerely,

  
Hunter Walker  
County Administrator

WHW

OMB Director

received  
4/25/14

Adm  
Angie J  
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.

Mr. Hunter Walker  
April 24, 2014  
page 2

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



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](mailto:Bill_Hafner@stmae.com)

Respectfully,

Bill Hafner  
VP OPS.  
STA Mobile



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**

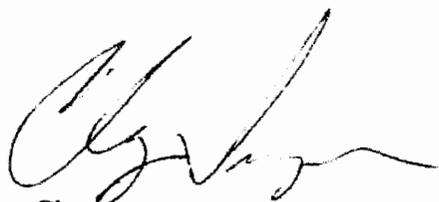
The Pensacola area has recently been blessed with the announcement of two significant aerospace companies locating in our area – ST Aerospace and Airbus. These two companies will require the assistance of PSC to provide STEM facilities and workforce training for their highly-skilled employees; a letter 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.

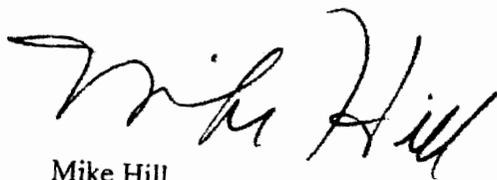
Sincerely,



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

# 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 14, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 302:</b>	<b>9302 – 5990017</b>	<b>Future Capital Outlay</b>	<b>(\$ 34,150)</b>
	<b>9302 – 5910001</b>	<b>To General Fund</b>	<b>\$ 34,150</b>
<b>Fund 001:</b>	<b>001 – 3810023</b>	<b>From Capital Fund</b>	<b>\$ 34,150</b>
	<b>2600 - 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 34,150</b>

**State reason for this request:**

Transfer of funds from the Capital Fund to the General Fund for three (3) mowers for the Parks Department as approved at the May 8, 2014 BOCC Regular Meeting.

**Requested by: Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-130**

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

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

**BUDGET DIRECTOR**

BUDGET COMMITTEE ACTION

DATE: **May 19, 2014**

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 14, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	9001 – 5990013	ICP Reserves	(\$ 7,720)
To:	3410 - 5640012	Machinery & Equipment - ICP	\$ 7,720

**State reason for this request:**

Reallocate ICP funds to purchase new MTR 3000 to replace the 14 year old South Fire repeater which is no longer satisfactory.

**Requested by Brad Baker/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-131

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 05/19/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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



## Santa Rosa County Emergency Management Communications

---

To: Brad Baker  
From: Scott Markel  
Date: May 7, 2014  
Subject: South Fire Repeater

Brad,

The South Fire repeater is an older GE Master III Base unit which was originally installed in March of 2000 at a cost of \$6,280.00. After narrow banding in 2012 this unit was sent back to the factory for some adjustments and re-installed. Since this was done we have continued to have intermittent issues with audio levels both receive and transmit as well as alerting problems. CES has been able up to this point to re-adjust the unit and get it back to working.

Over the last few weeks we are experiencing additional problems with the alerting feature which has resulted in having to re-program all of Navarre Beach Fire Departments tones to eliminate a problem with them getting alerted. We are now experiencing the same issue with Midway Fire which is one of our busiest stations.

CES has recommended immediate replacement of this GE Master III Base unit with a Motorola MTR 2000 repeater. We have replaced a couple of other repeaters with the new MTR 2000 model and have eliminated other problem areas.

I would like to request approval to purchase a new MTR 3000 for \$7,719.20 out of ICP Reserve Funds (9001-5990013) to ICP Equipment (3410-5640012) as an allowable expense from CES Team One using price quotes as follows:

\$ 7,719.20 CES Team One  
\$ 9,465.00 Fivestar Motorola  
\$10,847.20 Allcomm

Please advise how to proceed.

*1 p. Baker*  
*5/14/14*

## 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 14, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 302:</b>	9302 – 5990017	Future Capital Outlay	(\$ 31,450)
	9302 – 5910001	To General Fund	\$ 31,450
<b>Fund 001:</b>	001 – 3810023	From Capital Fund	\$ 31,450
	0120 - 5540011	Dues and Subscriptions	\$ 31,450

**State reason for this request:**

Transfer of funds from the Capital Fund to the General Fund for a three (3) year renewal for Websense Internet Security System subscription as the Websense for the Computer Support Department as approved at the May 8, 2014 BOCC Regular Meeting.

**Requested by: Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-132**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 19, 2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## BUDGET MODIFICATION RESOLUTION

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REQUESTER ACTION

DATE: May 14, 2014

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TO: Board of County Commissioners  
VIA: Budget Director  
SUBJ: Request Approval of the following

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 302:</b>	<b>9302 – 5990017</b>	<b>Future Capital Outlay</b>	<b>(\$ 40,330)</b>
	<b>9302 – 5910001</b>	<b>To General Fund</b>	<b>\$ 40,330</b>
<b>Fund 001:</b>	<b>001 – 3810023</b>	<b>From Capital Fund</b>	<b>\$ 40,330</b>
	<b>0630 – 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 6,500</b>
	<b>0662 – 563001</b>	<b>Improvements Other than Buildings</b>	<b>\$ 33,830</b>

**State reason for this request:**

Transfer of funds from the Capital Fund to the General Fund for a color copier for Co-Op Extension (\$6,500) and to Navarre Beach for renovating the pier restrooms (\$9,320) after the hard freeze and three (3) lifeguard towers (\$4,510) and to complete handicap boardwalk in the park (\$20,000).

**Requested by: Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-133**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: May 19, 2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

# BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 14, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 302:</b>	<b>9302 – 5990017</b>	<b>Future Capital Outlay</b>	<b>(\$ 40,330)</b>
	<b>9302 – 5910001</b>	<b>To General Fund</b>	<b>\$ 40,330</b>
<b>Fund 001:</b>	<b>001 – 3810023</b>	<b>From Capital Fund</b>	<b>\$ 40,330</b>
	<b>0630 – 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 6,500</b>
	<b>0662 – 563001</b>	<b>Improvements Other than Buildings</b>	<b>\$ 33,830</b>

**State reason for this request:**

Transfer of funds from the Capital Fund to the General Fund for a color copier for Co-Op Extension and to Navarre Beach for renovating the pier restrooms after the hard freeze and three (3) lifeguard towers and to complete handicap boardwalk in the park.

**Requested by: Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-133**

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

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

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

BUDGET COMMITTEE ACTION

DATE: May 19, 2014

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

***PASSED AND ADOPTED*** by the Board of County Commissioners of Santa Rosa County, Florida on this ***22nd day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Terry Wallace  
**Sent:** Tuesday, May 13, 2014 12:51 PM  
**To:** Roger Blaylock  
**Cc:** Jayne Bell  
**Subject:** RE: 0662-546001

Pier Restrooms Renovation-\$9317.22  
3 lifeguard towers- \$4509.89

Total-#13,827.11

**From:** Roger Blaylock  
**Sent:** Tuesday, May 13, 2014 11:01 AM  
**To:** Terry Wallace  
**Cc:** Jayne Bell  
**Subject:** RE: 0662-546001

Terry - Please provide Jayne and me with the costs for renovating the pier restrooms after the hard freeze, also the three lifeguard towers. These were unanticipated expenditures from 0662-546001 and I don't believe we've asked for a BA on them. Correct me if I'm mistaken.

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 Office

**From:** Jayne Bell

**Sent:** Monday, May 12, 2014 2:43 PM  
**To:** Roger Blaylock  
**Subject:** RE: 0662-546001

We are checking on it now.

**From:** Roger Blaylock  
**Sent:** Monday, May 12, 2014 2:23 PM  
**To:** Jayne Bell  
**Subject:** FW: 0662-546001

Any money available?

Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 Office

**From:** Terry Wallace  
**Sent:** Monday, May 12, 2014 1:58 PM  
**To:** Roger Blaylock

**Cc:** Jayne Bell  
**Subject:** 0662-546001

Roger,

We need a budget amendment for this line for \$20,000.00 to finish out this budget yr. I am unable to get a R# for purchases to complete a handicap boardwalk in the park.

Terry

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

## BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: May 20, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 315:</b>	<b>2325 – 599001</b>	<b>Reserve For Contingencies</b>	<b>(\$ 1,904)</b>
	<b>2325 – 59100104</b>	<b>To Grant Fund</b>	<b>\$ 1,904</b>
<b>Fund 104:</b>	<b>104 – 3810004</b>	<b>District V Rec Projects</b>	<b>\$ 1,904</b>
	<b>0791 – 5340035</b>	<b>FDOT Grant Projects</b>	<b>\$ 1,904</b>

**State reason for this request:**

To fund the additional cost of \$1,904 for the supply of power to the well site for Phase 2 Hwy. 98 Median Beautification Project. The original amount (\$14,337) approved at the February 27, 2014 BOCC Regular meeting and committed from District V reserves was insufficient to cover this unexpected project expense.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-134**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 05/19/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 22nd<sup>th</sup> day Of May, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

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**From:** Hunter Walker  
**Sent:** Tuesday, May 20, 2014 10:39 AM  
**To:** Sheila Harris  
**Cc:** Jayne Bell  
**Subject:** RE: Invoice for Grand Pointe East Irrigation Pump

We can add BA for Thursday. Hunter

**From:** Sheila Harris  
**Sent:** Tuesday, May 20, 2014 10:34 AM  
**To:** Hunter Walker  
**Subject:** FW: Invoice for Grand Pointe East Irrigation Pump

Can this be an add-on to Thursday or do you want me to hold for first meeting in June?

**From:** Jayne Bell  
**Sent:** Monday, May 19, 2014 3:53 PM  
**To:** Sheila Harris  
**Subject:** RE: Invoice for Grand Pointe East Irrigation Pump

We have to take it to the Board.

**From:** Sheila Harris  
**Sent:** Monday, May 19, 2014 2:19 PM  
**To:** Jayne Bell  
**Subject:** FW: Invoice for Grand Pointe East Irrigation Pump

Jayne,

See below. Can we handle via Budget Director's BA to move \$1,904 from Dist V rec funds to the Landscape Dept or does this have to be approved via BOCC meeting and then moved to a budget amendment?

Expenditure account is 0791-5340035. Last BA # was 2014-095.

Sheila

**From:** Commissioner Lynchard  
**Sent:** Monday, May 19, 2014 2:15 PM  
**To:** Sheila Harris  
**Cc:** Hunter Walker  
**Subject:** Re: Invoice for Grand Pointe East Irrigation Pump

Sheila,

I will fund the excess. Thank you.

Lane Lynchard

Sent from my iPad

On May 19, 2014, at 11:49 AM, "Sheila Harris" <[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)> wrote:

Commissioner Lynchard,

Regarding the Sanibel/Bayshore landscape project, we incurred unexpected project expenses that were not part of the contactor's responsibility.

If you'll recall, you committed an additional \$14,337 in funding from your reserves to supplement the \$60,000 grant budget to fund the total contract cost of \$74,337. You had also committed to assisting with maintenance costs for the first year if UPA was unable to provide those funds. It now appears as though UPA will be able to undertake the responsibility associated with the maintenance. I was curious if you could commit to funding this \$1,904 expenditure from your Rec funds.

If yes, I can ask that this be added to an agenda.

Sheila

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**From:** Stephen Furman  
**Sent:** Thursday, April 24, 2014 10:21 AM  
**To:** Sheila Harris  
**Subject:** FW: Invoice for Grand Pointe East Irrigation Pump

Sheila, we have received the attached invoice from Gulf Power for the supply of power to the well site for the Phase 2 Hwy. 98 Median Beautification project. This cost was not included in the bid from Piney Grove. Is there money available from the grant to pay this \$1,904.00 bill? If not, we can discuss how to get this paid.

Thanks,

Stephen

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**From:** Gunn, Jeremy L. [<mailto:JGUNN@southernco.com>]  
**Sent:** Wednesday, April 23, 2014 2:21 PM  
**To:** Stephen Furman  
**Cc:** Hart, Darby E.  
**Subject:** Invoice for Grand Pointe East Irrigation Pump

Mr. Furman,

I have attached a copy of the invoice for the project at Grand Pointe East. Please let me know if you have any further questions.

Thank you,

**Jeremy Gunn**  
**Gulf Power Engineering**  
(850) 505-5354

**From:** Hart, Darby E.  
**Sent:** Wednesday, April 23, 2014 1:55 PM  
**To:** Gunn, Jeremy L.

**From:** Stephen Furman <[StephenF@santarosa.fl.gov](mailto:StephenF@santarosa.fl.gov)>  
**Date:** April 23, 2014 at 1:18:41 PM CDT  
**To:** "'[DEHART@southernco.com](mailto:DEHART@southernco.com)"' <[DEHART@southernco.com](mailto:DEHART@southernco.com)>  
**Subject:** Stephen Furman

Darby, here is my contact information:

Santa Rosa County Public Works  
Att: Stephen L. Furman P.E.  
6075 Old Bagdad Hwy.  
Milton, Fl. 32583

(850) 981-7121 office  
(850) 554-0105 cell

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

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<DOC.PDF>

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