

October 20, 2013

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Overview of 2014 Gulf Power Economic Symposium.
2. Discussion of Resolution designating Project Airwolf as a Qualified Target Industry (QTI) pursuant to applicable Florida statutes.

No support documentation for this agenda item.

)

)

)



To: Santa Rosa County Board of County Commissioners

From: Shannon Ogletree, Director

Re: Recommendations associated with **Project Airwolf**

Date: October 15, 2014

### **DISCUSSION**

That the Board of County Commissioners discuss/approve the attached resolution for the State's Qualified Target Industry (QTI) Tax Refund Program and provided the necessary match in the amount of \$20,000 for the QTI Program. Project Airwolf classifies as an "Aerospace & Defense" industry and, therefore, can qualify.

### **BACKGROUND**

Santa Rosa EDO is working with a company referred to as **Project Airwolf** who is interested in locating their business to the Santa Rosa Industrial Park. The company would bring over a 3 year period, 25 jobs with an average wage rate in excess of 150% of the County's average wage rate.

Attached is the resolution as required by the State indicating the company is qualified per statutes, supported by the County. It also states the County will provide a match for the QTI Refund in the amount of \$20,000.

Attached for you approval is the resolution as required by the State indicating the company is qualified per statutes, supported by the County. It also states the County will provide a match for the QTI Refund in terms of cash.

**BUDGETARY IMPACT**

\$20,000

**PERSONNEL**

EDO will complete and submit the QTI application along with the prospect to the State with attached resolution.

**IMPLEMENTATION**

EDO will take the lead to ensure coordination between the various departments and agencies.

# QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM

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

**A RESOLUTION BY THE GOVERNING BOARD OF Santa Rosa County, FLORIDA FINDING THAT PROJECT AIRWOLF. BE APPROVED AS A QUALIFIED APPLICANT FOR QUALIFIED TARGET INUSTRY (QTI) PROGRAM PURSUANT TO FS.288.106**

**BE IT RESOLVED BY THE GOVERNING BOARD OF SANTA ROSA COUNTY, FLORIDA as follows:**

**WHEREAS**, the business under consideration is an aviation manufacturing and repair company, specifically *Project Airwolf.*; and

**WHEREAS**, *Project Airwolf* is an aviation manufacturing and repair company that will locate its subsidiary operations to the Santa Rosa Industrial Park in Milton, Florida; and

**WHEREAS**, *Project Airwolf* is currently an established company that will hire up to 25 additional employees to fill helicopter maintenance, helicopter structural repair, and equipment and tooling positions; and

**WHEREAS**, *Project Airwolf* will pay an average annual wage of \$60,000 and meets the State, County and economic development criteria of a target industry and

**WHEREAS**, The Board of County Commissioners of Santa Rosa County will provide a match in terms of cash in the amount of \$20,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SANTA ROSA COUNTY FLORIDA** that the Board hereby recommends *Project Airwolf* be approved as a Qualified Target Industry Program pursuant to S.288-106, Florida Statutes.

**BE IT FURTHER RESOLVED** that the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program in the amount of \$20,000 cash that this amount will be available consistent with the guidelines set forth by the Office of Tourism, Trade and Economic Development and will be shown to the Florida Economic Development Trust Fund with the stipulation that these funds are intended to represent the "local participation" required by S.288.106, Florida Statues.

This resolution shall take effect immediately upon its adoption.

**DULY ADOPTED BY THE GOVERNING BOARD OF SANTA ROSA COUNTY, FLORIDA** this *(Date)* day of *(Month)*, *(Year)*.

**ATTEST:**

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

---

**Chairman**

---

**Clerk**

**STAMP AND SIGNATURE OF NOTARY**

October 20, 2014

**ADMINISTRATIVE COMMITTEE**

1. Discussion of Non-Exclusive Interlocal Subscription Agreement related to financing qualifying improvements by the Florida Property Assessed Clean Energy (PACE) Funding Agency.
2. Discussion of Resolution of the Emerald Coast Utility Authority (ECUA) to provide, operate, and maintain a solid waste and recyclables collection and distribution system in Santa Rosa County.
3. Discussion of Resolution authorizing submission of FY2015-2016 Florida Recreation Assistance Program (FRDAP) grant application in the amount of \$50,000 for improvements to the Navarre Park.
4. Discussion of Resolution authorizing submission of FY2015-2016 Florida Recreation Assistance Program (FRDAP) grant application in the amount of \$200,000 for improvements to Benny Russell Park.
5. Discussion of settlement of claim with Ashley Heist Parker in the amount of \$100,000 and William Dustin Parker in the amount of \$35,000 for 2009 motor vehicle accident as authorized by County insurer Florida Association of Counties Trust (FACT).
6. Discussion of proposal in the amount of \$59,293 from SCS Engineers for 2015 semi-annual water quality sampling of county owned landfills as required by Florida Department of Environmental Protection.
7. INFO ONLY: Public Hearing items scheduled for 9:30 a.m. Thursday, October 23, 2014: None



**Florida PACE Funding Agency**  
County Briefing

**Qualifying Improvements**

- **Energy Efficiency:** Improvements that reduce consumption through the efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to:
  - HVAC systems;
  - Lighting retrofits and/or lighting controls;
  - Air and duct sealing and insulation;
  - Windows;
  - Daylight harvesting;
  - Energy recovery systems;
  - High-efficiency pumps & motors;
  - Generators;
  - Cooling energy recovery, and
  - Electric vehicle charging equipment.

2

**Florida PACE  
Funding Agency**  
County Briefing

Qualifying  
Improvements  
(cont.)



- **Renewable Energy:** Any system in which the electrical, mechanical, or thermal energy is produced through hydrogen, solar PV or thermal, geothermal, biomass, biogas, ocean or wind.

- **Wind Resistance Improvements**

- Installing wind resistant shingles;
- Installing storm shutters;
- Installing gable-end bracing;
- Reinforcing roof-to-wall connections
- Strengthening the roof deck attachment;
- Creating a secondary water barrier to prevent water intrusion;
- Installing glazed windows; and
- Garage door bracing.

Typical Construction Features that Reduce Wind Damage and Loss



**Florida PACE  
Funding Agency**  
County Briefing

Advantages to  
Local  
Governments



- Provides a vehicle for job creation and economic growth.
- \$200 million in Immediately available funding through private investment with a \$2 billion capacity.
- Does not use local government bonds or government grants.
- Insulates local governments from legal liability and financial risk. **No cost, No Liability.**
- Turn-key program frees staff time and expense.
- Agency is subject to and fully compliant with Florida Sunshine Law.
- Professionally managed and scalable platform.
- For more information visit <http://www.FloridaPACE.gov>



**Florida PACE  
Funding Agency**  
County Briefing



**Advantages to  
Contractors**

- Provides an competitive financing tool for contractors.
- Provides an opportunity to expand workforce and service offerings.
- Access to program training, marketing, and advocacy.
- Expands the market for wind mitigation, energy efficiency, and renewable generation projects.
- Standardized rules and procedures.
- Support from one the nations premier energy engineering firms, Leidos (<http://www.leidos.com>)
- Prominent exposure on Agency website (<http://www.evestflorida.com>)
- Access to professionally-developed marketing collateral



5

**Florida PACE  
Funding Agency**  
County Briefing



**Advantages to  
Property  
Owners**

- Up to 100% financing for qualifying improvements.
- Up to 20 years to pay, depending on weighted average improvement life
- Financing is not subject to a credit score evaluation making the program more widely available to property owners.
- Special assessment stays with the property upon title transfer (assignable) or may be retired as a negotiable term of sale
- Federal tax credits and local energy rebates may be available, depending on project.
- Work performed by qualified and licensed contractors
- All work must be permitted and approved by local building department
- Simplified paperwork and competitive interest rates
- Low cost application fee (Residential \$25/Commercial \$50)



6

**Florida PACE  
Funding Agency**  
County Briefing



**Property Owner  
Qualifications**

- Under Florida Statute for property owners to qualify:
  - Must be owner of record
  - No missed or late mortgage payments and property tax payments for the last 3 years, or period of ownership, whichever is less
  - No involuntary liens on the property
- Additional Agency guidelines
  - Property value \$50k or greater for Residential, \$250k or greater for Commercial
  - No bankruptcy for 7 years
  - Current proposed non-ad valorem assessment plus other annual taxes/assessments is less than or equal to 5% of just property value
  - Land is less than or equal to 30% of just value for Residential properties; 20% for Commercial
  - Mortgage balance plus total PACE assessment is less than or equal to 100% of property's just market value



**Florida PACE  
Funding Agency**  
County Study

The American Council for an Energy-Efficiency Economy (ACEEE), the U.S. Department of Energy and Lawrence Berkeley National Laboratories have analyzed the impact that energy efficiency has on job creation. ACEEE's most recent fact sheet "How Does Energy Efficiency Create Jobs?" was used in our in-depth analysis. Please find the portion that relates to Santa Rosa County below.

**Santa Rosa County  
Economic  
Benefits**

	Santa Rosa
<b>QUICK FACTS</b>	
Population Estimate (2013)	161,096
Housing Units (2013)	66,203
Home Ownership Rate	75.2%
Median Home Value (2008-2012)	\$ 166,300
Business Establishments (non-Farm)	2,464
Building Permits 2012	839
<b>ANNUAL INVESTMENT</b>	
Participation Rate	0.25%
Total Participants	131
Number of Commercial Participants	66
Number of Residential Participants	65
Commercial Assessments	\$ 4,950,000
Residential Assessments	\$ 650,000
<b>Total Assessments</b>	<b>\$ 5,600,000</b>
<b>ANNUAL JOB CREATION</b>	
Job Creation from PACE Investment	112
Job Creation from Savings Reinvestment	14
<b>Job Creation (County-wide)</b>	<b>126</b>
<b>ANNUAL COUNTY REVENUE</b>	
Increase in Property Value	\$ 2,800,000
Additional Property Tax Revenue	\$ 38,649
Additional Discretionary Sales Surtax	\$ 32,000
Additional Building Permit Fees	\$ 59,150
Additional Contractor License Fees	\$ 3,965
<b>Total Annual Revenue Increase</b>	<b>\$ 3,333,764</b>



---

~~INTERESTS~~ AGREEMENT  
~~RELATING TO THE FUNDING AND FINANCING~~  
~~OF QUALIFYING IMPROVEMENTS~~  
FLORIDA PACE FUNDING AGENCY

Between

SANTA ROSA COUNTY, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

---

TABLE OF CONTENTS

PAGE

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS.....1  
SECTION 1.02. CONSTRUCTION .....3  
SECTION 1.03. SECTION HEADINGS .....3  
SECTION 1.04. FINDINGS.....4

ARTICLE II  
SUBSCRIPTION

SECTION 2.01. AUTHORITY .....7  
SECTION 2.02. CREATION OF STATE, COUNTY  
OR MUNICIPAL DEBTS PROHIBITED .....7  
SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES .....8  
SECTION 2.04. FINANCING AGREEMENTS .....8  
SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO  
FINANCING AGREEMENTS .....9  
SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS .....9  
SECTION 2.07. PLEDGE OF PROCEEDS  
FROM NON-AD VALOREM ASSESSMENTS .....9  
SECTION 2.08. CARBON OR SIMILAR CREDITS.....10

ARTICLE III  
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS.....11  
SECTION 3.02. DISCLOSURE .....11  
SECTION 3.03. TERM OF AGREEMENT,  
DURATION OF AGREEMENT; EXCLUSIVITY .....11  
SECTION 3.04. AMENDMENTS AND WAIVERS .....12  
SECTION 3.05. NOTICES .....13  
SECTION 3.06. QUALITY CONTROL AND COMMUNICATION.....13  
SECTION 3.07. IMMUNITY; LIMITED LIABILITY.....14  
SECTION 3.08. BINDING EFFECT .....14  
SECTION 3.09. SEVERABILITY .....14  
SECTION 3.10. EXECUTION IN COUNTERPARTS.....15  
SECTION 3.11. APPLICABLE LAW .....15  
SECTION 3.12. ENTIRE AGREEMENT .....15

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT  
RELATING TO THE FUNDING AND FINANCING  
OF QUALIFYING IMPROVEMENTS BY THE  
FLORIDA PACE FUNDING AGENCY**

**THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT** is made and entered into as of \_\_\_\_\_ 1, 20\_\_ (the "Subscription Agreement"), by and between Santa Rosa County, a political subdivision of the State of Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

**"Board of Directors"** means the governing body of the Agency.

**"Agency"** means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

**"Agency Charter Agreement"** or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

**"Financing Agreement"** means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

**"Financing Documents"** shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

**"Obligations"** shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

**"Pledged Funds"** shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

**"Program"** means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

**"Property Owner"** means, collectively, all of the record owners of real property subject to a Financing Agreement.

**"Qualifying Improvements"** means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

**"Special Assessments"** means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property

owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

**"Subscriber"** means Santa Rosa County, Florida, by and through its governing body.

**"Subscription Agreement"** means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government's jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

**"Supplemental Act"** means the provisions of, and additional and supplemental authority described in, Section 168.08, Florida Statutes, as amended.

#### **SECTION 1.02      CONSTRUCTION.**

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

**SECTION 1.03.      SECTION HEADINGS.** Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall

neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Santa Rosa County) and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in Santa Rosa County.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This

additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) Given other priorities, the Subscriber does not wish to deploy currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it may be necessary to borrow the moneys necessary for such purpose and secure repayment thereof by the proceeds derived from non-ad valorem assessments it imposes and likely also pledge other sources of revenue. However, regardless of any other approach which could be chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and independent funding for Qualified Improvements immediately available to Property Owners and the local economy of Santa Rosa County.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

**ARTICLE II  
SUBSCRIPTION**

**SECTION 2.01. AUTHORITY.**

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

**SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.**

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

**SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.**

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

**SECTION 2.04. FINANCING AGREEMENTS.**

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

**SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.**

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

**SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.**

(A) Subscriber will require, if possible, and encourage the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

**SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.**

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is

authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

**SECTION 2.08. CARBON OR SIMILAR CREDITS.** The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and \$1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

[Remainder of page intentionally left blank.]

**ARTICLE III  
GENERAL PROVISIONS**

**SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS.** This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

**SECTION 3.02. DISCLOSURE.**

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

**SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.**

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30)

following execution hereof. The term of this Agreement shall then be renewed for successive three-year periods, unless either party provides notice to the other in writing of intent to terminate not later than 180 days prior to the end of any three-year term, or as otherwise agreed to by the parties in writing. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

#### **SECTION 3.04. AMENDMENTS AND WAIVERS.**

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

**SECTION 3.05. NOTICES.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: Santa Rosa County  
ATTN: County Administrator  
6495 Caroline Street West, Suite D  
Milton, Florida 32570

With a copy to: Santa Rosa County  
ATTN: County Attorney  
6495 Caroline Street West, Suite M  
Milton, Florida 32570-4592

Agency: Executive Director  
Florida PACE Funding Agency  
c/o City of Kissimmee  
101 North Church Street, Fifth Floor  
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency  
P.O. Box 14043  
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

**SECTION 3.06. QUALITY CONTROL AND COMMUNICATION.** For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its

administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

**SECTION 3.07. IMMUNITY; LIMITED LIABILITY.**

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

**SECTION 3.08. BINDING EFFECT.** This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

**SECTION 3.09. SEVERABILITY** In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 3.10. EXECUTION IN COUNTERPARTS.** This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 3.11. APPLICABLE LAW.** The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

**SECTION 3.12. ENTIRE AGREEMENT.** This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

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

(SEAL)

By: \_\_\_\_\_  
Jim Melvin, Chair  
Board of County Commissioners

ATTEST:

Approved as to form:

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

\_\_\_\_\_  
Angela Jones, County Attorney

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

**THE FLORIDA PACE FUNDING AGENCY**

(SEAL)

By: \_\_\_\_\_  
Michael H. Steigerwald, Executive Director

ATTEST:

\_\_\_\_\_  
Donald T. Smallwood, Assistant Secretary

RESOLUTION NO.: \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SANTA ROSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, NECESSARY TO SERVE AND ACHIEVE THE COMPELLING STATE INTEREST OF FINANCING ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE BOUNDARIES OF THE COUNTY; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express

purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

**WHEREAS**, the mission of the Agency is to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

**WHEREAS**, the Agency has provided evidence to the County that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not at the expense of the taxpayers of Santa Rosa County, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider, servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in Santa Rosa County, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

**WHEREAS**, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Santa Rosa County) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Santa Rosa County; and

**WHEREAS**, the Agency, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding, which, not only serves the risk concerns of the funding provider, but serves to provide a careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

**WHEREAS**, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any County financial support

or use of its credit, is fundamentally designed to be the most market competitive program available in its terms and rates, offers significant advantages over other programs or individualized local approaches, including, (i) limited liability for local government subscribers ; (ii) the present availability of financial resources to begin funding immediately and to also fund growing demand; (iii) cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures; (iv) high quality and competitive set of program attributes and review processes which protect property owners and contractors alike ;and (v) the ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

**WHEREAS**, the County, given other priorities, does not wish to deploy, currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program, it may be necessary that it commit unanticipated significant time, staffing and monetary resources of derived from all taxpayers, to address damage and cleanup issues caused by windstorms and hurricanes that could be reduced through implementation of this Improvement Program and that, as an alternative or supplement to any other program or approach chosen by the County, the County can immediately authorize and approve the Agency to make the Agency's non-exclusive Program and funding for Qualified Improvements available to Property Owners and the local economy in Santa Rosa County; and

**WHEREAS**, the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and enhance positive local economic activity, job creation, energy efficiency, renewable energy, community safety and wind resistant activities; and

**WHEREAS**, it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the availability of the Agency's Program within Santa Rosa County in the manner authorized herein by law;

**WHEREAS**, this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and

job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SANTA ROSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS FOLLOWS:

**SECTION 1. RECITALS.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

**SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT.** The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Subscription Agreement on behalf of the County. The County hereby delegates to the County Administrator, or his or her designee, the discretion and authority to allow the Agency to use and display the County logo or seal for the Agency's written and, if applicable, televised communications associated with the Program. The County Administrator or the County Administrator's designee, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

**SECTION 3. AUTHORIZATION.** Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the County is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the County, pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the County, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad

*Resolution authorizing execution of  
Non-exclusive Interlocal Subscription Agreement  
with. Florida PACE Funding Agency*

valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act, as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

(SEAL)

By: \_\_\_\_\_  
Jim Melvin, Chair

ATTEST:

Approved as to form:

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

\_\_\_\_\_  
Roy V. Andrews, County Attorney

RESOLUTION  
NO. 14-\_\_\_\_\_

A RESOLUTION  
TO BE ENTITLED

A RESOLUTION OF THE EMERALD COAST UTILITIES  
AUTHORITY FINDING THAT IT IS NECESSARY AND  
APPROPRIATE FOR IT TO PROVIDE, OPERATE, AND  
MAINTAIN A SOLID WASTE AND RECYCLABLES  
COLLECTION AND DISTRIBUTION SYSTEM IN SANTA  
ROSA COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS the Board of County Commissioners for Santa Rosa County, Florida  
previously issued a Request for Proposals (RFP) for Solid Waste and Recyclables  
Collection Services for the unincorporated portion of Santa Rosa County, Florida which  
is north of the Yellow River (hereinafter referred to as the "Northern Service Area");

WHEREAS the Emerald Coast Utilities Authority (ECUA) responded to that RFP,  
subject to ratification by the ECUA Board;

WHEREAS Santa Rosa County has informed ECUA that it is of the opinion that  
ECUA's response to that RFP was the best response it received;

WHEREAS Santa Rosa County has requested that ECUA provide solid waste and  
recyclables collection and distribution services within its Northern Service Area -- with  
the services including, but not necessarily limited to, solid waste collection twice a week,  
yard trash collection once every two weeks, collection of other recyclables once per  
week, and bulk waste collection once per week for non-mandatory customers who elect  
to avail themselves of these services (hereinafter collectively referred to as "Requested  
Services");

WHEREAS ECUA's enabling legislation allows it to provide, operate, and  
maintain resource recovery systems or solid waste collection and distribution systems  
upon the passage of appropriate resolutions by both ECUA and the governing body of  
the jurisdiction within which these services are provided;

WHEREAS ECUA's enabling legislation expressly empowers ECUA to provide  
utility services outside Escambia County, Florida but adjacent thereto;

WHEREAS the Northern Service Area within Santa Rosa County is adjacent to  
ECUA's existing service area;

WHEREAS ECUA has the capacity and ability to provide the Requested Services  
in the Northern Service Area of Santa Rosa County, Florida;

WHEREAS ECUA would achieve certain efficiencies and economies of scale if it were to provide the Requested Services to Santa Rosa County, Florida; and

WHEREAS ECUA desires and deems it appropriate for it to provide the Requested Services in Santa Rosa County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

Section I. The foregoing recitals are found to be true and correct and are incorporated herein.

Section II. The Emerald Coast Utilities Authority determines that it is necessary and appropriate for it to provide, operate, and maintain a solid waste and recyclables collection and distribution system, as generally described above, within the Northern Service Area of Santa Rosa County, Florida and exercise all implied powers necessary or incidental to carrying out that function, including servicing both residential and commercial customers.

Section III. This Resolution shall become effective upon such time as it is approved by Santa Rosa County, Florida through its Board of County Commissioners.

---

Larry Walker, Chairman

ATTEST:

---

Stephen E. Sorrell, P.E., M.P.A.  
Executive Director

Adopted on: October 23, 2014

Prepared by: Bradley S. Odom, Esq.

THIS RESOLUTION WAS APPROVED by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays  
and \_\_\_\_\_ absent of the Board of County Commissioners of Santa Rosa County, Florida,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY  
COMMISSIONERS, SANTA ROSA  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Jim Melvin, Chairman

\_\_\_\_\_  
Donald C. Spencer, Clerk



3

# Santa Rosa County Board of County Commissioners

**Sheila Harris, Special Projects/Grants Director**

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

## MEMORANDUM

**TO:** Hunter Walker  
**DATE:** October 16, 2014  
**FROM:** Sheila Harris  
**RE:** 2015/2016 FRDAP Application – Navarre Park

---

Applications for FRDAP projects for the Fiscal Year 2015-2016 are due by October 31, 2014. At the October 9th BOCC meeting, the Board approved development of an application for Navarre Park. Following is a summary of the grant application for this project. The project is being submitted in the small development category of \$50,000 or less and there is no match requirement.

In addition to approving the submittal of the grant application, a **resolution** is needed that approves addition of this project to the capital improvements schedule in the event that the grant is awarded. Additionally, a **public meeting** has been advertised for 9:30 am on Thursday to go over the proposed project and receive feedback on the project.

Please place this on the October 20th agenda for discussion. Let me know if you have any questions regarding this request.

FRDAP 2015-2016  
Navarre Park  
Summary of Proposed Improvements and Costs for Grant Application

Project Location: 8513 Navarre Parkway, Navarre

Proposed Improvements

Playground Improvements (special needs equipment)	\$ 15,000
Basketball Court Improvements	\$ 5,000
Picnic area with shade and tables	\$ 10,000
ADA accessible Kayak Launch	\$ 18,000
Landscaping	<u>\$ 2,000</u>
TOTAL ESTIMATED IMPROVEMENTS	\$ 50,000

There is no match requirement for Small Development Projects of \$50,000 or less.

GRANT Request \$ 50,000

Other Information

Projects will be scored and ranked in fall/winter 2014.

The Legislature will consider priority list and recommend funding level in April 2015.

Grant awards will be made on or around July 2015.

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

**WHEREAS**, the County of Santa Rosa is in need of improvements to existing neighborhood recreational facilities; and

**WHEREAS**, it is the desire of the Board of County Commissioners to utilize funding, via a grant from the Florida Recreation Development Assistance Program (FRDAP) during the 2015-2016 grant cycle, to assist in the development and/or improvement of recreation facilities; and

**WHEREAS**, the improvements/development of this park shall be cause for the Board of County Commissioners to request amending the Santa Rosa County Capital Improvement Program (CIP) a part of the Santa Rosa County Comprehensive Plan, to include the additional facilities as part of the Recreation/Open Space element;

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

**SECTION I.** The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant in the requested amount of \$50,000, for the park known as “Navarre Park”, shall:

- A. Provide the additional funding in the amount of \$0 required for the development/improvements of the property, and
- B. Proceed to develop the grant approved recreational facilities improvements and
- C. Complete the development/improvements of the facilities within the designated time limits.

**SECTION II.** The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant to develop the recreational land, shall prepare and submit the appropriate documents to request amending the Capital Improvement Program element of the Santa Rosa County Comprehensive Plan to include the additional facilities.

**SECTION III.** That this Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the Santa Rosa Board of County Commissioners on a vote of \_\_\_ yeas, \_\_\_ nays, and \_\_\_ absent, in regular session, this 23rd day of October 2014.

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

**BY \_\_\_\_\_  
Chairman**

**ATTEST:**

\_\_\_\_\_  
**Clerk of Courts**



8668 Navarre Pkwy, #142, Navarre FL 32566

850-939-3267 Fax 939-0085

info@navarrechamberfoundation.org - www.navarrechamberfoundation.org

Santa Rosa County Board of Commissioners  
attn: Special Projects/Grants-Sheila Harris  
6495 Caroline St  
Milton FL, 32570-4592

October 13, 2014

Subject: Florida Recreation Development Assistance Program (FRDAP) grant  
2015/2016, Applications for development/renovation of Navarre Park (Hwy 98)

During our October 13th meeting, our Foundation board voted to obligate \$5000  
towards a proposed FRDAP county grant project for Navarre Park.

This letter is to certify that the Navarre Beach Area Chamber of Commerce Foundation,  
a not for profit 501(c)3 corporation, has agreed to furnish 10% of the total project costs  
in a combination of cash and in-kind services up to \$5,000 for the  
development/construction of the Navarre Park Improvements contained within the 2015-  
2016 FRDAP grant application for Navarre Park.

The activities included in the grant application are consistent with the Foundation's goal  
to "support and assist the community development activities of civic organization  
through its beautification projects, preservation of local area natural resources, and  
other community activities".

Please contact me if you have additional questions, 939-6973,  
mjsandler@bellsouth.net.

Sincerely,

*Mike Sandler*

Mike Sandler, President  
Navarre Chamber Foundation



# Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Director

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

## MEMORANDUM

**TO:** Hunter Walker  
**DATE:** October 16, 2014  
**FROM:** Sheila Harris  
**RE:** 2015/2016 FRDAP Application – Benny Russell Park

---

Applications for FRDAP projects for the Fiscal Year 2015-2016 are due by October 31, 2014. At the October 9th BOCC meeting, the Board approved development of an application for Benny Russell Park. Following is a summary of the grant application for this project. The required match would come from District I recreation funds.

In addition to approving the submittal of the grant application, a **resolution** is needed that approves addition of this project to the capital improvements schedule in the event that the grant is awarded. Additionally, a **public meeting** has been advertised for 10:00 am on Thursday to go over the proposed project and receive feedback on the project.

Please place this on the October 20th agenda for discussion. Let me know if you have any questions regarding this request.

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

**WHEREAS**, the County of Santa Rosa is in need of improvements to existing neighborhood recreational facilities; and

**WHEREAS**, it is the desire of the Board of County Commissioners to utilize funding, via a grant from the Florida Recreation Development Assistance Program (FRDAP) during the 2015-2016 grant cycle, to assist in the development and/or improvement of recreation facilities; and

**WHEREAS**, the improvements/development of this park shall be cause for the Board of County Commissioners to request amending the Santa Rosa County Capital Improvement Program (CIP) a part of the Santa Rosa County Comprehensive Plan, to include the additional facilities as part of the Recreation/Open Space element;

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

**SECTION I.** The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant in the requested amount of \$200,000, for the park known as "Benny Russell Park", shall:

- A. Provide the additional funding in the amount of \$200,000 required for the development/improvements of the property, and
- B. Proceed to develop the grant approved recreational facilities improvements and
- C. Complete the development/improvements of the facilities within the designated time limits.

**SECTION II.** The Santa Rosa Board of County Commissioners, upon approval of the Florida Recreation Development Assistance Program grant to develop the recreational land, shall prepare and submit the appropriate documents to request amending the Capital Improvement Program element of the Santa Rosa County Comprehensive Plan to include the additional facilities.

**SECTION III.** That this Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the Santa Rosa Board of County Commissioners on a vote of \_\_\_ yeas, \_\_\_ nays, and \_\_\_ absent, in regular session, this 23rd day of October 2014.

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

**BY \_\_\_\_\_  
Chairman**

**ATTEST:**

\_\_\_\_\_  
**Clerk of Courts**

FRDAP 2015-2016  
Benny Russell Park  
Summary of Proposed Improvements and Costs for Grant Application

Project Location: 5417 West Spencerfield Rd. Pace, FL

Proposed Improvements

\*Cost estimates are still being developed. We will include as many of these items as possible within the \$440,000 budget:

Special Needs Playground Addition (5)

Picnic Area (4)

Basketball/Shuffleboard/Handball Court (5)

Walking Trail (3)

Tennis Court (2) – (Should include costs for those items for site prep)

Restroom (4)

Support facilities (Parking, Lighting) (6)

\*Numbers represent points available. Max score of 30 pts.

TOTAL ESTIMATED IMPROVEMENTS \$ 440,000

County Cash Match (DIST IV Rec Funds) \$ 200,000

PATA Partnership (to be approved, specific to tennis) \$ 40,000

TOTAL Match (50%) plus Partnership \$ 240,000

GRANT Request \$ 200,000

TOTAL FUNDS FOR IMPROVEMENTS \$ 440,000

Other Information

Projects will be scored and ranked in fall/winter 2014.

The Legislature will consider priority list and recommend funding level in April 2015.

Grant awards will be made on or around July 2015.



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

HUNTER WALKER, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

## MEMORANDUM

**TO: BOARD OF COUNTY COMMISSIONERS**

**CC: HUNTER WALKER**

**FROM: ROY V. ANDREWS**

**DATE: OCTOBER 16, 2014**

**RE: HEIST/PARKER v. SANTA ROSA COUNTY, FLORIDA**

This case involves a motor vehicle accident allegedly caused by negligent management and maintenance of a drainage structure by Santa Rosa County. A young couple were seriously injured in a single car accident due, at least in part, to roadway flooding.

The County's Insurer, FACT, has provided defense through the Warner Law Firm and will be responsible for payment of the settlement amounts.

While the County's liability is questionable, in light of the serious injuries, particularly to Ashley Heist Parker, and the possibility of a large jury verdict, the insurer has made an economic decision to resolve the case through settlement, and requests Board approval to do so.

IN THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT,  
IN AND FOR SANTA ROSA COUNTY, FLORIDA

ASHLEY HEIST and  
WILLIAM DUSTIN PARKER,  
Plaintiffs,

v.

CASE NO.: 2013-CA-372

SANTA ROSA COUNTY, FLORIDA,  
Defendant.

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into this 10<sup>th</sup> day of October, 2014, by and between Plaintiffs, Ashley Heist Parker f/k/a Ashley Heist and William Dustin Parker (hereinafter, "Plaintiffs") and Defendant, Santa Rosa County, Florida (hereinafter, "County").

The parties hereby agree as follows:

1. That the Plaintiffs agree to settle any and all claims which they have against the County which have or could have been asserted in their Complaint in the above-styled action, as follows:

A. The County, through its insurer, shall pay unto the Plaintiff, Ashley Heist Parker, f/k/a/ Ashley Heist, the sum of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), inclusive of attorney's fees and costs.

B. The County, through its insurer, shall pay unto the Plaintiff, William Dustin Parker, the sum of THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00), inclusive of attorney's fees and costs.

C. <sup>Ashley Helst Paekue and Dan Stewart, PA</sup> The payments referenced in paragraphs A and B above shall be made payable to: <sup>all</sup> William Dustin Paeker and Dan Stewart PA."

Plaintiffs' attorney's Federal Tax Identification number is 59-2245923

2. The Plaintiffs acknowledge that the payment of these funds and the performance of the conditions set forth in this Settlement Agreement by the County shall be deemed as full and final satisfaction of any and all claims arising from and relating to this above-captioned litigation arising from the vehicle accident on or about March 29, 2009, as described in the Complaint.

3. Each party shall bear their own attorneys' fees and costs of this action.

4. As an inducement to this settlement the Defendant and its insurer have relied upon the representations of Plaintiffs and their counsel that Plaintiffs have not been applicants for or recipients of any Medicaid benefits, that at all times material hereto they have not been Medicaid-eligible, and that all requirements and obligations imposed by §409.910, Florida Statutes, entitled *Responsibility for payments on behalf of Medicaid-eligible persons when other parties are liable*, have been fulfilled.

5. As a further inducement to this settlement the Defendant and its insurer have requested that Plaintiffs and their counsel provide information as to whether Plaintiffs have received any benefits from or is eligible for Medicare or Medicaid concerning any injury arising from the incident described in their Complaint, and has been provided with no information which would indicate that Plaintiffs have ever received or applied for such benefits, or that they would be eligible for such benefits in the future, for any medical treatment related to or arising from the complained-of incident.

6. As a further inducement to this settlement the Defendant and its insurer have relied upon the representations of Plaintiffs and their counsel that Plaintiffs are making no claim for any future medical expenses.

7. In the event that it is ever discovered or determined, by any party or any agency or entity, that either Plaintiff has received any benefits from Medicare or Medicaid arising from the incident described in the Complaint, or this pending litigation, Plaintiffs hereby agree to determine if Medicare or Medicaid has any past or future lien interest, and if so, to take all necessary steps to satisfy such liens, past and future, as follows:

Plaintiffs and their counsel will report the settlement to the CMS (Centers for Medicare & Medicaid Service) and determine whether the PLAINTIFF is a Medicare beneficiary or Medicare eligible as defined by 42 U.S.C. Section 1395(y) and 42 C.F.R. Section 411.25 (hereinafter the Medicare Secondary Payer Statute).

Plaintiffs and their counsel agree to notify the Defendant and its insurer in writing if CMS has a lien or reporting requirement. If CMS has made a conditional payment (i.e, lien) or will make a future conditional payment, Plaintiffs and their counsel agree to hold funds in trust until they have done all of the following: (1) report the settlement to CMS; (2) obtain *conditional payment letter (i.e., lien amount letter)*; (3) cooperate with CMS on lien negotiation and resolution; (4) obtain from CMS proof of satisfaction (i.e, *final payment, reimbursement and recovery demand letter*); and (5) resolve any *future CMS lien obligation* by either (i) allocating a portion of the settlement for future medical to be self-administered by Plaintiffs; (ii) obtaining at Plaintiffs' cost a Medicare Set Aside

(MSA); or (iii) obtaining a waiver letter from CMS as to the need for a future Medicare set aside.

Plaintiffs and their counsel agree that the Defendant, its insurer and attorneys have insisted that Medicare's interests be protected and that these paragraphs represent a material condition of settlement which they accept and that they will provide copies of compliance with such conditions prior to the disbursement of funds.

Plaintiffs and their counsel agree to fully cooperate with the Defendant, its insurer and CMS at Plaintiffs' own expense with respect to these provisions, including production of documents or information or preparation of a Medicare set aside.

Plaintiffs agree to execute any authorizations required by Defendant, its insurers or CMS for purposes of complying with these paragraphs.

Plaintiffs understand that their failure to adhere to these conditions could result in liability to the Defendant, its insurers, and the Warner Law Firm, P.A., and therefore, Plaintiffs in consideration for the settlement, agree to hold harmless and indemnify the Defendant, its insurers and the Warner Law Firm, P.A. should they violate any of these conditions which results in either a suit or claim by CMS for the payment of interest, penalties, fines or further lien reimbursement.

8. Regardless of any other provision contained herein, in the event that any insurer, health care provider, Medicare and/or Medicaid asserts a lien or claim associated with or arising from this litigation, the Plaintiffs shall be solely responsible for the payment of any and all such claims, liens, medical bills, expenses, and subrogation claims, including, but not limited to any and all medical bills, expenses, liens and subrogation claims asserted by or on behalf of any and all of Plaintiffs' insurance

providers, including, but not limited to, Blue Cross/Blue Shield, State Farm, and GEICO, Medicare and/or Medicaid, and the Plaintiffs shall indemnify and hold the County, the County's insurer, and the Attorneys for the County harmless from any expense and costs associated with said medical bills, expenses, liens and subrogation claims.

9. Plaintiffs shall be responsible for and shall indemnify and hold the County, the County's insurer, and the Attorneys for the County harmless from any and all federal income tax liability assessed to them arising out of this settlement.

10. Plaintiffs acknowledge that this settlement is being entered by the parties in order to resolve this litigation in an amicable manner without the necessity of the parties proceeding to trial and potential appeals concerning this litigation. The Plaintiffs acknowledge that the County denies any and all allegations and causes of action raised by Plaintiffs in this litigation and that the County does not admit any liability whatsoever associated with this litigation and that evidence of this settlement shall not be admissible for any purpose in any legal proceeding, litigation or claim in the future, except as may be necessary to enforce the terms of this Settlement Agreement.

11. This settlement is conditioned upon the Plaintiffs' execution of and delivery to the County, through its counsel, the General Releases which are attached hereto as **Exhibit #1** and **Exhibit #2**.

12. Upon Plaintiffs' counsel's receipt of the settlement funds referenced in Paragraph #1 above, he shall forthwith cause the above-styled action to be dismissed with prejudice.

13. That the Plaintiffs acknowledge that they have discussed the terms and conditions of this Settlement Agreement with their attorney prior to the execution of this

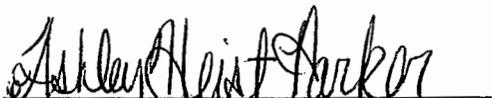
Settlement Agreement and that the Plaintiffs have entered into this Settlement Agreement freely and voluntarily.

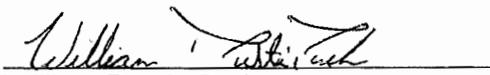
14. That the parties acknowledge and agree that the execution of this Settlement Agreement by the County and the County's agreement to settle this litigation as set forth above, is contingent upon the approval by the Board of the County Commissioners for Santa Rosa County, Florida, as may be required by Florida law. In the event the Board of County Commissioners for Santa Rosa County, Florida approves this Settlement Agreement, as is, all terms and conditions of this Settlement Agreement shall be binding on the parties hereto. In the event the Board of County Commissioners for Santa Rosa County, Florida does not approve this Settlement Agreement, as is, this Settlement Agreement shall be deemed null and void.

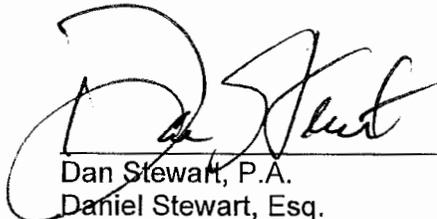
15. This settlement agreement shall survive the consummation of the terms hereof and shall be enforceable through any and all available legal or equitable means.

16. In the event that any legal proceedings are initiated to enforce the terms and conditions of this Settlement Agreement, the prevailing party in the enforcement proceeding shall be entitled to the award of reasonable attorney's fees and costs.

DATED this 15<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
Ashley Heist Parker fka Ashley Heist,  
Plaintiff

  
\_\_\_\_\_  
William Dustin Parker  
Plaintiff



---

Dan Stewart, P.A.  
Daniel Stewart, Esq.  
Counsel for Plaintiffs

---

For Santa Rosa County

---

Warner Law Firm, P.A.  
William G. Warner, Esq.  
Counsel for Defendant,  
Santa Rosa County, Florida

**GENERAL RELEASE:**

**Recitals:**

A. As used in this General Release, "PLAINTIFF" shall mean **Ashley Heist Parker f/k/a Ashley Heist**, as well as her executors, administrators, personal representatives, successors and assigns, singular or plural, wherever the context so admits or requires.

B. As used in this General Release, the term "DEFENDANT" shall mean **Santa Rosa County, Florida**, and the Santa Rosa County Board of County Commissioners, in their official capacities as Commissioners for Santa Rosa County, Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, Boards, representatives, attorneys, subsidiary or parent companies, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this General Release, the "INSURERS" shall mean the **Florida Association of Counties Trust**, their agents, employees, representatives, successors, assigns, and any entity or person in privity with them.

**WHEREAS**, PLAINTIFF alleges that, on or about March 29, 2009, Defendant was negligent in their management, control, or maintenance or installation of a drainage pond and roadway drainage which created a dangerous road condition resulting in the vehicle that Plaintiff was a

passenger in to lose control and strike a utility pole. The PLAINTIFF has filed a Complaint in the matter of **ASHLEY HEIST AND WILLIAM DUSTIN PARKER V. SANTA ROSA COUNTY, FLORIDA, Case No.: 2013-CA-372, pending In the Circuit Court In and For Santa Rosa County, Florida** (hereinafter referred to as “the lawsuit”), wherein she alleges that the DEFENDANT should be found liable for the negligent conditions of the roadway, and that the PLAINTIFF has sustained damages as a result thereof;

**WHEREAS**, as a result of the aforesaid alleged negligent conditions, PLAINTIFF claims to have sustained damages; and

**WHEREAS**, the parties have stipulated that the settlement funds are being paid in compensation for any and all damages sustained by the PLAINTIFF, whether such claims have been asserted or unasserted in the subject lawsuit, through the date of execution of the Settlement Agreement, and includes PLAINTIFF’S attorney’s fees and costs; and

**WHEREAS**, DEFENDANT and INSURERS have denied and continue to deny any wrongdoing on their respective parts, and have denied and continue to deny any liability for the allegations that were the subject matter of the above-referenced lawsuit, but are desirous of entering into a compromise settlement of this claim in good faith, to avoid further costs of litigation; and

**WHEREAS**, PLAINTIFF has agreed to accept the total amount of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, inclusive

of PLAINTIFF'S attorney's fees and costs, and the PLAINTIFF acknowledges that this is a full and final compromise and settlement of any and all claims she may have, whether now not known or contemplated against these DEFENDANT and INSURERS, out of or resulting from the above-described incident, and/or lawsuit, and/or related to the vehicle accident on or about March 29, 2009, either pending or which could have been brought, through the date of execution of the Settlement Agreement; and PLAINTIFF further agrees to dismiss with prejudice any and all claims that are currently pending or that may be filed in the future against said DEFENDANT and INSURERS, arising from or related to this litigation, from March 29, 2009 through the date of execution of the Settlement Agreement;

### **GENERAL RELEASE**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the said and undersigned PLAINTIFF, for and in consideration of the payment in the total sum of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), inclusive of PLAINTIFF'S attorney's fees and costs, to them in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge DEFENDANT and INSURERS from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, account, reckonings, bonds, bills, specialties, covenants, contracts, controversies, injunctive actions, intentional torts, claims

of discrimination, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which PLAINTIFF ever had, now has, or which any personal representative, successor, heir, or assign of PLAINTIFF, hereafter can, shall or may have, against said DEFENDANT and INSURERS, by reason of any matter, cause or thing, from the beginning of the world to the date of the execution of this General Release, including, but not limited to, all claims that were or could have been asserted in the above-referenced "lawsuit," and any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, attorney's fees, federal claims, state statutory or common law claims, lost wages, workers compensation insurance benefits, impairment of earning capacity, physical, emotional or psychological injury, mental anguish, pain and suffering, past and future medical expenses, arising from the incidents referenced in the PLAINTIFF'S Complaint and/or this pending litigation and/or related to the vehicle accident on or about March 29, 2009 through the date of execution of the Settlement Agreement.

#### **NON-ADMISSION OF LIABILITY**

This General Release shall not be construed as an admission of liability or responsibility by DEFENDANT or its INSURERS, but is rather a compromise settlement designed to avoid further litigation and attendant costs. DEFENDANT and INSURERS specifically deny liability for the claims

brought by PLAINTIFF, deny all allegations of PLAINTIFF and deny any wrongdoing whatsoever. PLAINTIFF acknowledges that the Settlement Agreement and/or the General Release shall not be admissible for any purpose whatsoever in any other proceeding, litigation or claim, except as may be necessary to enforce the terms of the Settlement Agreement.

PLAINTIFF acknowledges and agrees that this is a General Release of all claims. PLAINTIFF expressly waives and assumes the risk of any and all claims for damages which exist as of this date, of which PLAINTIFF does not know or suspects to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect PLAINTIFF'S decision to enter into this settlement and provide this General Release. PLAINTIFF further agrees that she has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. PLAINTIFF assumes the risk that the facts or law may be other than PLAINTIFF believes.

The undersigned further warrants that no promise or inducement, not herein expressed, has been made, that payment of the above-mentioned sum is in full compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this General Release is given in good faith and discharges DEFENDANT and INSURERS from all liability for contribution to any other alleged tortfeasor; that the undersigned PLAINTIFF

is currently over 18 years of age, legally competent to execute this General Release, and has read the contents of this Release, has been adequately represented by counsel of her own choice, and signs this General Release with full knowledge and appreciation of its meaning.

### **ATTORNEYS' FEES**

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein, the filing of a dismissal of the Complaint, and all related matters.

### **DISMISSAL DROPPING SETTLING PARTIES AS DEFENDANT**

Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for PLAINTIFF shall forthwith effectuate a dismissal with prejudice of this pending litigation against Santa Rosa County, Florida, with each side to bear its/her own attorney's fees and costs.

### **INDEMNITY AND HOLD HARMLESS AGREEMENT**

It is further agreed and understood that the undersigned will protect, indemnify and save harmless the releasee(s) from any claims or demand by any person, firm or corporation for expenses related to the incident giving rise to this claim, including, but not limited to, the Federal Government, Medicare, Medicaid, insurance companies including, but not limited to Blue Cross/Blue Shield, State Farm, GEICO, physicians, health care institutions, and any

attorneys previously employed by the undersigned. The undersigned acknowledges that all such claims will be satisfied by the releasee(s).

The undersigned PLAINTIFF acknowledges that she has reviewed this release with her attorney, and understands and agrees to the terms contained herein.

**IN WITNESS WHEREOF**, the undersigned hereby set their hand and seal to this General Release this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered in  
The presence of:

\_\_\_\_\_  
**Ashley Heist Parker f/k/a Ashley Heist  
Plaintiff**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing General Release was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by **Ashley Heist Parker f/k/a Ashley Heist, PLAINTIFF**, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Name )  
My Commission Expires: \_\_\_\_\_  
Serial No.: \_\_\_\_\_



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

Roger A. Blaylock, P.E.  
County Engineer  
  
Ronald C. Hixson  
Environmental Manager

## Memo

**To:** Hunter Walker, County Administrator

**From:** Ronald Hixson, Environmental Manager

**Thru:** Roger Blaylock, P.E., County Engineer

**Date:** October 6, 2014

**Re:** 2015 Semi-Annual Sampling and Analysis Contract with SCS Engineers

*RCH*  
*RC*

---

### **Situation:**

Santa Rosa County's solid waste permits for Central Landfill and the closed Holley and Santa Rosa County Class III Landfills requires semi-annual groundwater sampling and analysis be performed and submitted to the Florida Department of Environmental Protection.

### **Finding:**

Semi-Annual groundwater sampling requires specialized equipment and expertise to properly document and collect groundwater samples and laboratories must be certified by the Florida Department of Environmental Protection to perform groundwater analysis. SCS Engineers have the required personnel and experience to provide routine semi-annual groundwater sampling and laboratory services for Santa Rosa County.

### **Recommendation:**

That the Board of County Commissioners approves the proposed 2015 Semi-Annual Groundwater Monitoring and Laboratory services contract with SCS Engineers for a total cost of \$59,293.00 to perform the required groundwater monitoring.



## SCS ENGINEERS

October 02, 2014  
File No. 090392214

EMAIL DELIVERY

Mr. Julian C. Cooley, P.G., CET  
Santa Rosa County Environmental Department  
6065 Old Bagdad Highway  
Milton, Florida 32583

Subject: Proposal for 2<sup>nd</sup> Semi-Annual 2014 and 1<sup>st</sup> Semi-Annual 2015 Water Quality Sampling and Laboratory Analysis for Central Landfill Class I, Central Landfill Class III, and Holly Landfill

Dear Julian:

SCS Engineers (SCS) is pleased to provide Santa Rosa County Environmental Department (County) with this proposal for groundwater monitoring and laboratory services at the three subject Santa Rosa County Solid Waste Disposal Facilities. SCS performed these services under the previous contract with the County dated October 19, 2007, and subsequently under the current contract for engineering and environmental services, effective August 8, 2011. These landfill sampling services are proposed under the current contract. This proposal provides the scope of services, invoicing terms, schedule, and estimated fee to complete the required tasks.

### SCOPE OF SERVICES

SCS will subcontract to a County approved professional sampling firm, RDH Environmental (RDH), the 2<sup>nd</sup> semi-annual groundwater sampling event for 2014 (November 2014); the 1<sup>st</sup> semi-annual groundwater sampling event for 2015 (May 2015); the associated annual sampling event for leachate sampling sites (May 2015); and subcontract to an approved environmental laboratory, Pace Analytical (Pace), the associated laboratory analyses for the three subject landfills as described below.

#### **Sampling**

Prior to the sampling event, SCS will order the appropriate sample bottle kits from the laboratory and coordinate the field sampling with RDH. Prior to the initiation of sample collection, field instruments will be calibrated according to factory instructions and a full round of static water levels will be collected from monitoring wells. Instrument calibrations will be documented on a field log and submitted to the County with the field sampling logs and laboratory analytical results.

Groundwater sample collection will be performed in accordance with each of the facility's permits. Detailed lists of the required water quality sampling locations at the three landfill facilities are attached as Tables 1 through 3. SCS will perform the sampling at the landfills during one mobilization event for November 2014 and one mobilization event for May 2015.

Static water levels in each required well will be obtained on the same day using an electronic water level indicator to the nearest 0.01 foot. During the collection of the static groundwater elevations, each monitoring well will be visually inspected. If any problems with the monitoring well are observed, SCS will immediately notify the County.

SCS will utilize low-flow purging and sample collection procedures in the field using a portable pneumatic bladder pump. RDH follows the current FDEP Standard Operating Procedures (SOPs) for groundwater sampling projects and will strictly adhere to these procedures. Sampling equipment will be kept clean during all phases of purging and sample collection. SCS assumes that all wells are equipped with dedicated micropurge tubing. New tubing will be installed as needed. Required Quality Assurance/Quality Control samples will be collected including duplicates, equipment blanks, and trip blanks.

During the purging and sampling operations, the groundwater will be monitored for pH, dissolved oxygen, specific conductance, temperature, turbidity, oxidation reduction potential (ORP), and colors and sheens (by observation). Monitoring of these parameters will provide an indication of stabilization of the groundwater quality prior to sample collection. These parameters will be recorded on the purge log. Once the indicator values are stabilized and a sufficient volume purged from the well, sample collection will begin. Once collected, the samples will be shipped to Pace for laboratory analysis.

### **Laboratory Analysis**

Groundwater samples will be analyzed by Pace using the appropriate methods. Detailed lists of the required parameters for each monitoring location at the three landfills are attached as Tables 1 through 3.

After the samples have been analyzed, the laboratory will prepare an analytical report and the appropriate electronic data deliverable (EDD) with documentation of analytical procedures. The laboratory will submit these results to SCS. SCS will review the results to verify parameters were properly reported and enter the data into the County's database, currently in Microsoft (MS) Excel format.

SCS understands the landfill permits currently require a Validator EDD and associated Validator output sheets to be submitted to the FDEP. However, FDEP has transitioned to using Automated Data Processing Tool (ADaPT) EDD and SCS will submit data in this format.

## **Reporting**

The final deliverables to the County following each of the two sampling events will include the following for each of the landfill facilities:

- FDEP Groundwater Monitoring Report Form 62-522.900(2) (hard copy only).
- Water level measurement sheets, calibration records, and field sampling logs (electronic copies only - included in CD below).
- One compact disk (CD) containing the following files:
  - Electronic files of the above indicated documents.
  - Laboratory analytical reports.
  - Parameter Monitoring Reports in ADaPT format.
  - The Santa Rosa County MS Excel database updated by SCS. The MS Excel database included on the attached CD should be considered the most current database and should replace the former versions SCS provided the County.

SCS also will submit a CD on behalf of the County to the Northwest District of FDEP and the Tallahassee office of the FDEP. The CD will contain the files as listed above. SCS understands that the County will submit the executed Monitoring Report Form 62-522.900(2) to Northwest District and Tallahassee office of FDEP for each sampling event.

## **INVOICING TERMS**

In accordance with the terms of the contract, SCS will invoice the County one time per task as a lump sum fee. SCS has set up this project scope consisting of four separate tasks. There will be one task for each of the sampling and analysis efforts, as well as one task for each of the data deliverable efforts. Upon completion of each task, SCS will invoice the county for that specific task.

## **SCHEDULE**

The current schedule consists of sampling during the third week of November 2014 and during the first week of May 2015, barring any unforeseen delays beyond the control of SCS. In accordance with the County's requirement, the final deliverables will be delivered to the County and the FDEP two weeks following receipt of laboratory results.

## FEE ESTIMATE

SCS can complete the scope of services described in this proposal for an estimated lump sum fee of \$59,293. The detailed fee estimate is attached.

If the scope of services, schedule, and associated fee estimate are acceptable, please provide your written authorization to proceed. SCS appreciates the opportunity to provide these services to Santa Rosa County.

Please contact us with any questions or comments regarding this proposal.

Sincerely,



Ken E. Guilbeault, LEP  
Senior Project Manager  
**SCS ENGINEERS**



Carlo F. Lebron, PE  
Project Director  
**SCS ENGINEERS**

KEG/CFL: jac

cc: John Cooley, SCS Engineers

Attachments - Tables 1-3 & Detailed Fee Estimate







PROPOSED FEE ESTIMATE 2nd Semi-annual event 2014; 1st Semi-annual event 2015 w/annual leachate sampling

SCS ENGINEERS

PROPOSAL NO: 90393214  
 ESTIMATE BY: JAC  
 DATE: 10/02/14

TOTAL FEE ESTIMATE: \$59,293

TASK 1: 2nd 2014 (Nov) Sampling & Analysis  
 TASK 2: Analytical Data Deliverable  
 TASK 3: 1st 2015 (May) Sampling & Analysis  
 TASK 4: Analytical Data Deliverable  
 TASK 5: unused

PROJECT TITLE: Santa Rosa County Water Quality Monitoring  
 2nd Semi-Annual Event, 2014; 1st Event 2015 w/annual spl  
 CLIENT: Santa Rosa County  
 LOCATION: Class I, Class III, Holley Landfills

LABOR COSTS:

LABOR CATEGORY	STAFF	LABOR RATE	LABOR HOURS					TOTAL HOURS	% OF TOTAL
			TASK 1:	TASK 2:	TASK 3:	TASK 4:	TASK 5:		
PRINCIPAL/OFFICE DIRECTOR		\$210	0.0	0.0	0.0	0.0	0.0	0.0	0%
PROJECT DIRECTOR	Tumlin	\$195	0.0	1.0	0.0	1.0	0.0	2.0	2%
SENIOR PROJECT ADVISOR		\$155	0.0	0.0	0.0	0.0	0.0	0.0	0%
SENIOR PROJECT MANAGER		\$155	8.0	4.0	8.0	4.0	0.0	24.0	27%
PROJECT MANAGER	Howard	\$140	0.0	0.0	0.0	0.0	0.0	0.0	0%
SR PROJECT PROFESSIONAL		\$125	0.0	0.0	0.0	0.0	0.0	0.0	0%
PROJECT PROFESSIONAL	Cooley	\$115	8.0	24.0	8.0	24.0	0.0	64.0	71%
DESIGNER		\$100	0.0	0.0	0.0	0.0	0.0	0.0	0%
STAFF PROFESSIONAL		\$95	0.0	0.0	0.0	0.0	0.0	0.0	0%
SENIOR TECHNICIAN 2		\$88	0.0	0.0	0.0	0.0	0.0	0.0	0%
SENIOR TECHNICIAN 1		\$67	0.0	0.0	0.0	0.0	0.0	0.0	0%
ASSOC STAFF PROFESSIONAL		\$74	0.0	0.0	0.0	0.0	0.0	0.0	0%
DRAFTSPERSON		\$72	0.0	0.0	0.0	0.0	0.0	0.0	0%
TECHNICIAN		\$62	0.0	0.0	0.0	0.0	0.0	0.0	0%
OFFICE SERVICE MANAGER		\$75	0.0	0.0	0.0	0.0	0.0	0.0	0%
SECRETARIAL/CLERICAL		\$55	0.0	0.0	0.0	0.0	0.0	0.0	0%
TOTAL LABOR HOURS:			16.0	29.0	16.0	29.0	0.0	90.0	100%
TOTAL LABOR COST:			2160	3575	2160	3575	0	11470	
AVERAGE LABOR COST:			135	123	135	123	0	127	

REIMBURSABLE EXPENSES:

EXPENSE ITEM	UNITS	UNIT COST	TASK 1:		TASK 2:		TASK 3:		TASK 4:		TASK 5:		TOTAL UNITS	TOTAL COST
			NO UNITS	COST										
B/W COPYING	EACH	\$0.10	0	0	20	2	0	0	20	2	0	0	40	4
COLOR COPYING	EACH	\$1.25	0	0	0	0	0	0	0	0	0	0	0	0
FAX	PAGE	\$1.00	0	0	5	5	0	0	5	5	0	0	10	10
CADD USAGE	HOUR	\$5	0	0	0	0	0	0	0	0	0	0	0	0
FIELD EQUIPMENT	L.S.	\$1	0	0	0	0	0	0	0	0	0	0	0	0
AIRFARE	EACH	\$500	0	0	0	0	0	0	0	0	0	0	0	0
AUTO RENTAL	DAY	\$50	0	0	0	0	0	0	0	0	0	0	0	0
HOTEL	NIGHT	\$75	0	0	0	0	0	0	0	0	0	0	0	0
PER DIEM/MEALS	DAY	\$36	0	0	0	0	0	0	0	0	0	0	0	0
AUTO MILEAGE	MILE	\$0.55	80	44	30	17	80	44	30	17	0	0	220	121
TRUCK MILEAGE	DAY	\$75.00	0	0	0	0	0	0	0	0	0	0	0	0
SHIPPING/FED EX	UNIT	\$1	0	0	25	25	0	0	25	25	0	0	50	50
MISCELLANEOUS EXPENSES	UNIT	\$10	0	0	5	50	0	0	5	50	0	0	10	100
SUBTOTAL REIMBURSABLE EXPENSES:			44	99	44	99	99	99	0	0	0	0	285	285
ADMINISTRATION & HANDLING @:			7	15	7	15	15	15	0	0	0	0	43	43
TOTAL REIMBURSABLE EXPENSES:			51	113	51	113	113	113	0	0	0	0	328	328

SUBCONTRACTED EXPENSES:

SUBCONTRACTED ITEM	UNITS	\$	TASK 1:	TASK 2:	TASK 3:	TASK 4:	TASK 5:	TOTAL COST
Laboratory	L.S.		9400	0	10500	0	0	19900
RDH Environmental	L.S.		10700	0	10700	0	0	21400
OTHER	L.S.		0	0	0	0	0	0
OTHER	L.S.		0	0	0	0	0	0
OTHER	L.S.		0	0	0	0	0	0
OTHER	L.S.		0	0	0	0	0	0
SUBTOTAL SUBCONTRACTED EXPENSES:			20100	0	21200	0	0	41300
ADMINISTRATION & HANDLING @:		15%	3015	0	3180	0	0	6195
TOTAL SUBCONTRACTED EXPENSES:			23115	0	24380	0	0	47495

FEE ESTIMATE SUMMARY:

PROJECT TASK	LABOR COST	REIMBURSABLE EXPENSES	SUBCONTRACT EXPENSES	TOTAL FEE
1 2nd 2014 (Nov) Sampling & Analysis	2160	51	23115	25326
2 Analytical Data Deliverable	3575	113	0	3688
3 1st 2015 (May) Sampling & Analysis	2160	51	24380	26591
4 Analytical Data Deliverable	3575	113	0	3688
5 unused	0	0	0	0
<b>TOTAL ESTIMATED FEE</b>	<b>\$11,470</b>	<b>\$328</b>	<b>\$47,495</b>	<b>\$59,293</b>

No support documentation for this agenda item.



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

Preliminary  
Engineers Report  
October 20, 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 October 23, 2014 at 9:00 a.m. in Milton, Florida.

1. Discussion of a lionfish on Navarre Beach Reef. (Attachment A)
2. Discussion of Navarre Beach chair/umbrella vendors. (Attachment B)
3. Recommend approval of Preliminary Plat for Cambria Subdivision, a 170 lot subdivision of a portion of Section 30, Township 1 North, Range 28 West, Santa Rosa County, Florida. (Working District 1) (Attachment C)  
  
Location: 2 miles, more or less, South on Avalon Boulevard from U.S. 90, West on Cyanamid Road, property on the south side.
4. Recommend approval of Preliminary Plat for Holley Hills, a 55 lot subdivision of a portion of Section 5, Township 2 South, Range 26 West, Santa Rosa County, Florida. (Working District 5) (Attachment D)  
  
Location: 1-1/4 miles, more or less, North on Highway 87 South from the intersection of C.R. 399 (East Bay Boulevard), North on Five Forks Road, East on Randall Drive, property on the North side.
5. Recommend approval of Construction Plans for Holley Hills, a 55 lot subdivision of a portion of Section 5, Township 2 South, Range 26 West, Santa Rosa County, Florida. (Working District 5) (Attachment D)  
  
Location: 1-1/4 miles, more or less, North on Highway 87 South from the intersection of C.R. 399 (East Bay Boulevard), North on Five Forks Road, East on Randall Drive, property on the North side.
6. Recommend approval of Final Plat for Bon View Unit 2, a 48 lot subdivision a portion of Section 30, Township, 1 North, Range 28 West, of Santa Rosa County, Florida. (Working District 1) (Attachment E)  
  
Location: 2 miles, more or less, South on Avalon Boulevard from U.S. 90, West on Cyanamid Road, South on Bach Drive, property on the west side.

**Roger Blaylock**

---

**From:** Mike Sandler <mjsandler@bellsouth.net>  
**Sent:** Tuesday, October 14, 2014 9:21 PM  
**To:** Roger Blaylock  
**Cc:** Mark Griffith; Terry Wallace  
**Subject:** RE: FWC News Release: FWC combats lionfish invasion with fishery management changes

Roger

I knew it would just be a matter of time. A lionfish was spotted on our Navarre Beach Reef this past week (before the storm). Pursuant to FWC rules, we need to set a policy and procedure for removing lionfish by spear. My suggestion is simple, individuals register with the beach admin office, and a temporary sign be placed at the beach near the reef stating "Caution Lionfish irradiation in progress" and removed when the approved individual departs. The permit can be paper form the individual has been given and the signs could be a plastic yard sign checked out from admin. Taking spears out into our reef, not to mention walking down the boardwalk, needs to be controlled or there could be very dangerous consequences.

I could help set this up. We should get this set up very soon, I'm available almost anytime.

Mike

---

**From:** Roger Blaylock [mailto:RogerB@santarosa.fl.gov]  
**Sent:** Thursday, July 03, 2014 2:56 PM  
**To:** 'Mike Sandler'  
**Subject:** RE: FWC News Release: FWC combats lionfish invasion with fishery management changes

Mike – Are you and Mark Griffin still involved with the Gulf reef project. Specifically looking for the deployment as-built coordinates. Walter Marine may have submitted these to you. Please let me know your thoughts.

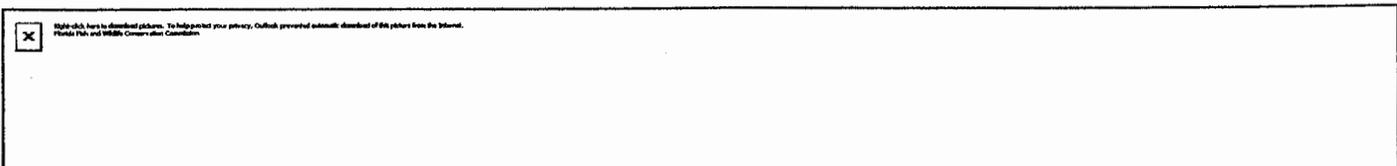
Roger A. Blaylock, P.E.  
Santa Rosa County Engineer  
850 981-7100 Office

**From:** Mike Sandler [mailto:mjsandler@bellsouth.net]  
**Sent:** Wednesday, June 18, 2014 7:34 PM  
**To:** Roger Blaylock  
**Subject:** FWC News Release: FWC combats lionfish invasion with fishery management changes

Roger,  
FYI for Lionfish. So far no Lionfish on our Navarre Beach Reef.  
Mike

---

**From:** Florida Fish and Wildlife Conservation Commission [mailto:MyFWC@public.govdelivery.com]  
**Sent:** Wednesday, June 18, 2014 11:49 AM  
**To:**  
**Subject:** FWC News Release: FWC combats lionfish invasion with fishery management changes



(Having trouble viewing this email? [View it as a Web page.](#))

For immediate release: June 18, 2014  
Contact: Amanda Nalley, 850-410-4943

Suggested Tweet: #Lionfish invasion prompts @MyFWC to change fishery management:  
<http://content.govdelivery.com/accounts/FLFFWCC/bulletins/be995e> #Florida

Photos available on FWC Flickr site: Go to <https://flic.kr/s/aHsjBiA5CJ>.

## FWC combats lionfish invasion with fishery management changes

The Florida Fish and Wildlife Conservation Commission (FWC) made several changes at a June 18 meeting in Fort Myers that will help combat the lionfish invasion in Florida waters. Lionfish are an invasive species that have a negative impact on native wildlife and habitat.

Approved changes go into effect Aug. 1 and include:

Prohibiting the importation of live lionfish;

Allowing the harvest of lionfish when diving with a rebreather, a device that recycles air and allows divers to remain in the water for longer periods of time; and

Allowing participants in approved tournaments and other organized events to spear lionfish or other invasive species in areas where spearfishing is not allowed. This will be done through a permitting system.

"Changes like these will make it easier for divers to remove lionfish from Florida waters and will help prevent additional introductions of lionfish into marine habitats," said State Rep. Holly Raschein, who has been proactive in the lionfish-control efforts.

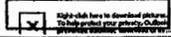
From outreach and education to regulatory changes, controlling the lionfish population has been a priority for FWC staff. In 2013, they hosted the first ever Lionfish Summit, which brought together various stakeholders from the public as well as management and research fields to discuss the issues and brainstorm solutions. These changes were inspired in part by discussions at the Lionfish Summit.

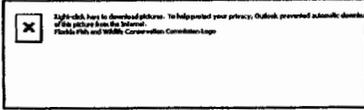
See or catch a lionfish? [Report a sighting](#) by downloading the new Report Florida Lionfish app on a smart device or by visiting [MyFWC.com/Fishing](http://MyFWC.com/Fishing) and clicking on "Recreational Regulations" (under "Saltwater") and then "Lionfish."

To learn more about these changes, visit [MyFWC.com/Commission](http://MyFWC.com/Commission) and "Commission Meetings." To learn more about lionfish, visit [MyFWC.com/Fishing](http://MyFWC.com/Fishing) and click on "Saltwater," "Recreational Regulations" and "Lionfish."

AN/MR/MFM

WBD/SCB

 Right-click here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.

 Right-click here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet. Florida Fish and Wildlife Conservation Commission Logo

[Questions?](#)  
[Contact Us](#)

STAY CONNECTED:



**Localize your news.** Visit the [Subscriber Preferences Page](#), click on "Questions" and select the region(s) of interest to you.

SUBSCRIBER SERVICES:

[Manage Preferences](#) | [Unsubscribe](#) | [Help](#)

Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your email address to log in. If you have questions or problems with the subscription service, please contact [subscriberhelp.govdelivery.com](http://subscriberhelp.govdelivery.com).

This service is provided to you at no charge by the [Florida Fish & Wildlife Conservation Commission](#).

Email scanned by Check Point

---

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

**MEMORANDUM**

October 15, 2014

TO: Hunter Walker  
County Administrator

FROM: Roger Blaylock *Rog*  
County Engineer

RE: Beach Chair/Umbrella Vendors

With the adoption of the Erosion Control Line (ECL) map in 2005 the entire length of the beach and dune system along the Gulf became County property. The ECL map moved the southern property line of the commercial core leases from the mean high water line to the northern toe of the constructed dunes. Prior to map adoption commercial core leaseholders (condos townhomes) contracted and regulated chair/umbrella vendors on their beaches. They selected vendor services and area of beach vendors could operate. This informal practice continues today with minimal regulation by the county.

A March meeting was held with affected parties confirming this verbal agreement requiring vendors to obtain adjacent properties permission to operate on the beach. We received numerous complaints regarding beach chairs and umbrellas vendor overlap, prospect chairs, and impeded beachfront. The number of complaints from visitors, residents and leaseholders have increased over the past few years prompting a meeting last month of leaseholders, HOA representatives, property managers, and vendors.

The meeting generated a vigorous debate on the need or desire of a county ordinance to regulate such commercial beach operations. A number of attendees expressed concerns with county involvement and loss of HOA control of the adjacent beach, while others encouraged county regulation to limit vendor impacts.

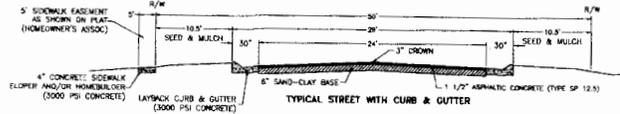
Staff requests Board direction to address:

1. Need for an ordinance to address permitting and usage on public beach behind condominiums.
2. Allowing condominiums HOA control of adjacent beach, to select their vendor and required services.
3. Compensation to county for commercial use of public beach.
4. Reservation only or allow practice of prospect chairs.

Should you have any questions, please give me a call.

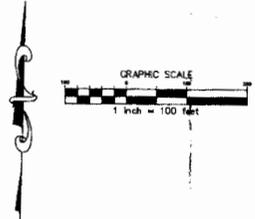
RAB/cap



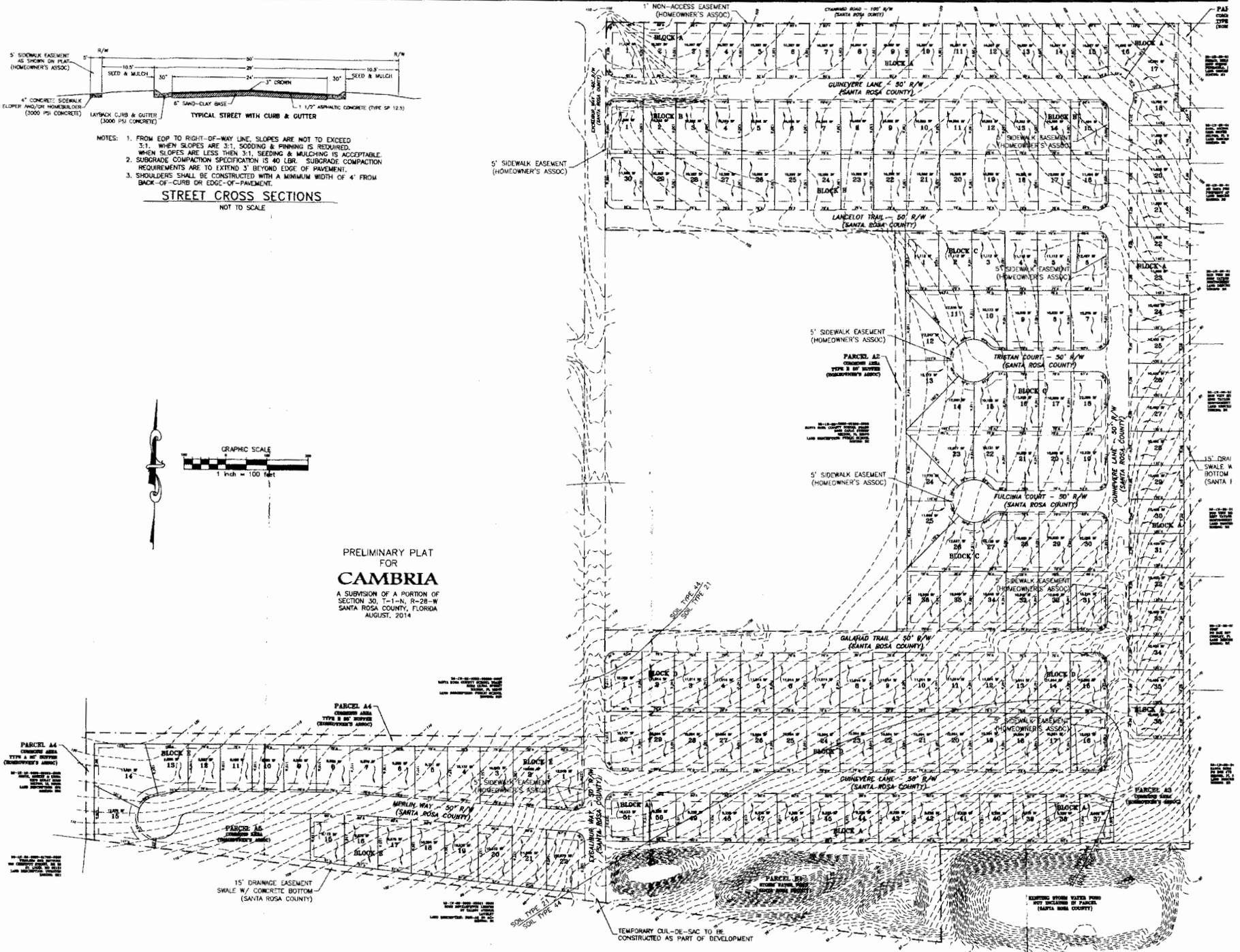


- NOTES:
1. FROM EOP TO RIGHT-OF-WAY LINE, SLOPES ARE NOT TO EXCEED 3:1. WHEN SLOPES ARE 3:1, SOODING & PINNING IS REQUIRED. WHEN SLOPES ARE LESS THEN 3:1, SEEDING & MULCHING IS ACCEPTABLE.
  2. SUBGRADE COMPACTION SPECIFICATION IS 40 LBR. SUBGRADE COMPACTION REQUIREMENTS ARE TO EXTEND 3" BEYOND EDGE OF PAVEMENT.
  3. SHOULDERS SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 4" FROM BACK-OF-CURB OR EDGE-OF-PAVEMENT.

**STREET CROSS SECTIONS**  
NOT TO SCALE



PRELIMINARY PLAT  
FOR  
**CAMBRIA**  
A SUBDIVISION OF A PORTION OF  
SECTION 30, T-1-N, R-28-W  
SANTA ROSA COUNTY, FLORIDA  
AUGUST, 2014





445

# HOLLEY HILLS





CYANAMID RD

SILVER STAR CT

**BON VIEW  
UNIT 2**

JADE MOON CIR

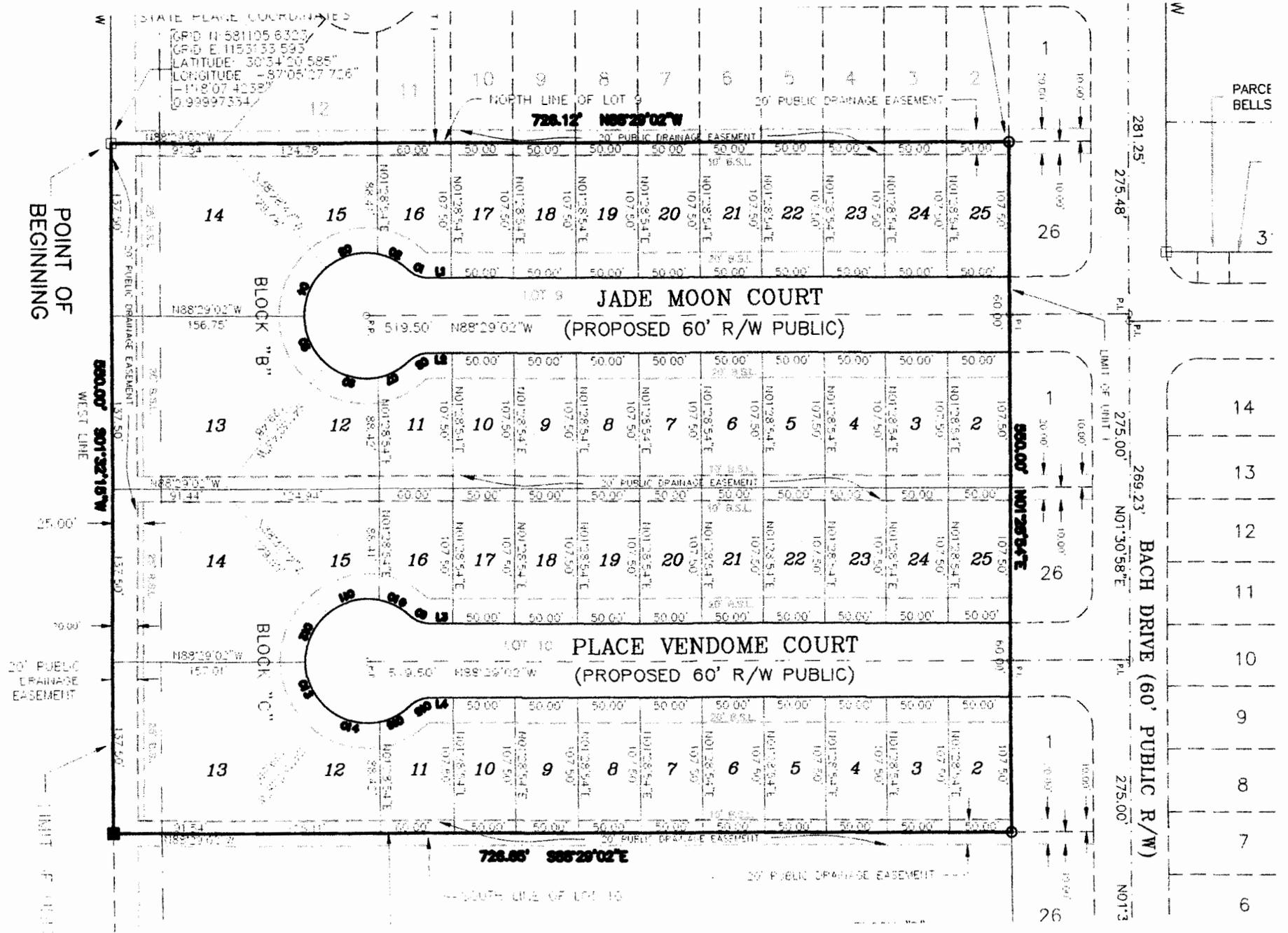
VENDOME CT

BACH DR

PEBBLE RIDGE DR

VALON BLVD

# BON VIEW UNIT 2





# Public Services Committee

**Chaired by:**

Lynchard and Williamson

**Meeting:**

October 20, 2014, 9:00 A.M.

---

## AGENDA

### Emergency Management

1. Recommend Board approval of a modification to the 2014/15 Hazards Analysis Agreement as requested by the Florida Division of Emergency Management and authorize the chairman to sign all related documentation.
2. Request authorization to purchase computer related equipment in the amount of \$17,985 from Dell, Inc. based on quotes received by the IT Department. These purchases were included in the FY2015 budget.

### Development Services

3. Discussion of approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage at 4319 Rice Road, Milton, FL 32583 in the approximate amount of \$64,509.00.
4. Recommend Board authorize staff to process an amendment to the SHIP Local Housing Assistance Plan and the HOME Annual Action Plan to include a Reconstruction Strategy and to allocate \$80,000 in HOME funds to that strategy as recommended by the SHIP Committee.
5. Recommend Board authorize staff to grant currently approved PUD, PBD, and PID projects one (1) additional 12 month extension, after which time the site would either revert to its original zoning designation or the owner must resubmit their project for renewal through the standard rezoning process.
6. Recommend Board approval of the NSP program closeout and authorization for the chairman to sign all related documents.

# Department of Public Services

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



**Tony Gomillion, Director**

## **MEMORANDUM**

To: Santa Rosa County Board of County Commissioners  
From: Brad Baker, Director, Emergency Management  
Through: Tony Gomillion, Director, Public Services  
Re: Hazards Analysis Agreement Modification  
Date: October 23, 2014

## **RECOMMENDATION**

The Board of County Commissioners accepts a modification in the form of a page exchange to the 2014/2015 Hazards Analysis Agreement between the Florida Division of Emergency Management and Santa Rosa County in the amount of ten thousand ninety-three dollars (\$10,093) and authorizes the Chairman to sign all related documentation. There is no match requirement and the original agreement was approved by the Board on September 11, 2014.

## **BACKGROUND**

The purpose is to conduct hazards analysis and update the data in order to develop and maintain a statewide hazards analysis database. The data includes critical facilities, hazardous chemicals and their location, storage and disposition, etc.

The basic changes to the contract reflect the following: contract is retroactive to July 1, 2014, reimbursement is replaced with a fixed fee as done in the past, DEM will perform a deliverable review within 21 business days, the county/RPC is allowed 10 days to make corrections and return, penalty for incorrect facility data is \$110 per incorrect facility based upon the view criteria provided.

## **COMPLETION**

This project and the subject changes will be managed by DEM staff.

**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  
Milton, Florida 32583  
www.santarosa.fl.gov  
Office: (850) 981-7040 Fax: (850) 623-1208



**Tony Gomillion, Director**

## MEMORANDUM

To: Santa Rosa County Board of County Commissioners  
From: Brad Baker, Director, Emergency Management  
Through: Tony Gomillion, Director, Public Services  
Re: E 9-1-1 Program Expenditures  
Date: October 23, 2014

## RECOMMENDATION

Request authorization to purchase computer related equipment in the amount of \$17,985 from Dell, Inc. based on quotes received by the IT Department. These purchases were included in the FY2015 budget.

## Background

As our county E 9-1-1 program evolves and moves forward with new system upgrades, the electronic office equipment also needs to be upgraded. Staff requests the purchase of three (3) desk top computers in the amount of \$1,176 each and three (3) laptop computers in the amount of \$2,507 each.

In addition, outdated monitors in the communication center have reached their end of life and need to be replaced. We will require twenty-four (24) monitors for replacement units in the amount of \$289 each.

These recommendations meet the criteria for E 9-1-1 funding. The older equipment will be utilized as an upgrade to positions located in the EOC.

## Completion

Staff has quotes in hand from Dell, Inc. as provided by the county IT department. These purchases will be coordinated by DEM and IT staff.

**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 201  
Milton, FL 32583  
(850) 981-7075

**Veterans Services**  
Karen Haworth  
Director

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



# Department of Public Services

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



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Erin Malbeck  
Housing Program Coordinator  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** State Housing Initiatives Partnership (SHIP)  
Second Mortgage Subordination Request  
4319 Rice Road, Milton, FL 32583  
16-1N-28-0000-05501-0000  
**DATE:** October 7, 2014

### **RECOMMENDATION:**

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$64,509.00

### **BACKGROUND:**

SHIP Second Mortgage: \$5,000.00  
Recorded: 5/19/2004  
Purpose: SHIP First Time Homebuyer Program

Proposal is to reduce the annual interest rate on the first mortgage from 6.00% to 4.250%

Current monthly principal and interest: \$589.74  
Proposed monthly principal and interest: \$504.99

**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"**

The refinance and subordination request meets established guidelines and will:

- Reduce the mortgage interest rate
- Reduce the monthly mortgage payment
- Not provide any cash out

**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  
Milton, Florida 32583  
www.santarosa.fl.gov  
Office: (850) 981-7040 Fax: (850) 623-1208



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Beckie Cato, Planning Director

**DATE:** October 13, 2014

**RE:** Request to Amend the SHIP Local Housing Assistance Plan and the HOME Annual Action Plan to Include a Reconstruction Strategy and to Allocate \$80,000 in HOME Funds to that Strategy as Recommended by the SHIP Committee

## RECOMMENDATION:

That the Board authorize staff to process an amendment to the SHIP Local Housing Assistance Plan and the HOME Annual Action Plan to include a Reconstruction Strategy and to allocate \$80,000 in HOME funds to that strategy as recommended by the SHIP Committee.

## BACKGROUND:

State and Federal housing funds can be used for a variety of strategies as determined by the local government and approved as part of the SHIP Local Housing Assistance Plan and the HOME Annual Action Plan. At this time, Santa Rosa County directs all housing funds to homebuyer assistance, emergency repairs, and substantial rehabilitation projects.

In the past, a strategy was in place that allowed for the reconstruction of low income owner-occupied single family structures under certain circumstances; however, that strategy was not included in the most recent housing program plans.

While most applicants can be assisted under the currently-approved strategies, some homes are too damaged to warrant the cost of substantial rehabilitation. In those cases, demolition of the home and reconstruction of a modest single family unit would benefit the homeowner, the community, and the tax base.

At their meeting on October 8, 2014, the SHIP Committee discussed the reconstruction strategy and voted to recommend reinstatement of that strategy into the current housing

**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"**

plans. The committee recommended re-allocation of \$80,000 of HOME funds to the strategy and to leave the SHIP strategy unfunded until a specific need arises for its use.

**NEXT STEPS:**

If approved by the Board, staff will process the amendments as required by their respective programs.

**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  
Milton, Florida 32583  
www.santarosa.fl.gov  
Office: (850) 981-7040 Fax: (850) 623-1208



**Tony Gomillion, Director**

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Beckie Cato, Planning Director  
**DATE:** October 13, 2014  
**RE:** Discussion of Extensions for Approved Planned Unit Development (PUD); Planned Business Development (PBD); and Planned Industrial Development (PID) Projects

### RECOMMENDATION:

That the Board authorize staff to grant currently approved PUD, PBD, and PID projects one (1) additional 12 month extension, after which time the site would either revert to its original zoning designation or the owner must resubmit their project for renewal through the standard rezoning process.

### BACKGROUND:

#### Land Development Code Provision

The Land Development Code includes three zoning districts that have timelines for construction: Planned Unit Development (PUD); Planned Business Development (PBD); and Planned Industrial Development (PID). All three districts require substantial construction to begin within two (2) years or the zoning will lapse to its prior designation.

The PUD and PBD districts contain language authorizing the Planning Director to extend their approval beyond two years. Because the PID district was modeled on the other two, that extension is assumed to be permitted for that district as well.

*While an extension may be granted upon request, the code does not provide guidance for when such approvals are warranted, nor does it identify a timeframe for an extension.*

**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"**

## Current Situation

At this time there are seven (7) approved PUDs and one (1) approved PID project in the county that have all received extensions that will soon expire. Most of those were approved between 2003 and 2009, but one dates back to 1996. Two applicants have already contacted this office to request an extension.

## Value of Expiration

PUDs, PBDs, and PIDs are unlike other zoning districts in that they require submittal of a detailed master plans which typically vary LDC performance standards. Variances that are granted through the regular zoning and variance process expire after three years, acknowledging the fact that conditions change over time and a variance granted under one set of circumstances may not be appropriate in another set of circumstances.

The detailed Master Plan also serves as a type of preliminary site plan or plat layout, both of which have expiration dates under the standard zoning and review process. Without expiration, or resubmittal, of such plans there is no opportunity to adjust to changed circumstances or to apply new code provisions.

## Staff Recommendations

Staff's near term recommendation is to grant each project one (1) additional 12 month extension, after which time the site would either revert to its original zoning designation or the owner must resubmit their project for renewal through the standard rezoning process.

Staff's long term recommendation would be to update the LDC sections for these districts to include, among other improvements, more definitive guidance for granting extensions. This task will take some time based upon current workload and staffing.

## **NEXT STEPS:**

If staff's near term recommendation is approved by the Board, staff will advise the property owners accordingly.

**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"**

6

# Department of Public Services

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



**Tony Gomillion, Director**

## **MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Erin Malbeck, Housing Program Coordinator  
**THROUGH:** Tony Gomillion, Public Services Director  
**SUBJECT:** Neighborhood Stabilization Program (NSP1) Close-Out  
**DATE:** October 14, 2014

### **RECOMMENDATION:**

To approve the close-out of the NSP program and to allow the chairman to sign close-out agreement made between Florida Department of Economic Opportunity (DEO) and Santa Rosa County.

### **BACKGROUND:**

On September 11, 2009, Santa Rosa County was awarded the NSP1 grant in the amount of \$2,365,403.00. These funds were designed to be used to address the impact of foreclosed housing on blighted neighborhoods. A total of 14 homes were purchased, improvements were made, and are now being used as low income rentals. A total of 15 families received assistance for homeownership through the downpayment assistance strategy. The affordability period will continue to be monitored by housing program staff.

**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"**

# GRANT CLOSEOUT AGREEMENT

For

## Neighborhood Stabilization Program (NSP 1)

Between

Florida Department of Economic Opportunity (DEO)

And

Santa Rosa County  
6495 Caroline Street  
Milton, Florida 32570

THIS AGREEMENT sets forth the terms for final disposition and conditions associated with the closeout of Florida's Neighborhood Stabilization Program (NSP1), Grant 10DB-4X-01-67-01-F21 provided pursuant to the original grant agreement dated September 11, 2009, along with modification #1 dated June 7, 2010, modification #2 dated July 16, 2010, modification #3 dated August 8, 2011, modification #4 dated October 31, 2011 and modification #5 dated March 28, 2012. The County certifies that to the best of its knowledge:

- All activities as authorized by the subgrantees application, contract and any applicable amendments have been completed as described in the subgrantees final Monthly Status Report (MSR) in e-CDBG.
- No fraud, waste or mismanagement has occurred in carrying out the grant. If fraud, waste or mismanagement has occurred, appropriate action has been taken to address it.

NSP subgrantees were statutorily required to use not less than 25 percent of the NSP grant (initially allocation plus program income) to house individuals or families whose incomes do not exceed 50 percent of area median income.

- The County has expended and met a national objective with an amount equal to or greater than the total set-aside requirement for program income and the original grant, and DEO acknowledges that the grantee has met the 25 percent set aside requirement.

Further, the County hereby acknowledges the remaining obligation(s) under the terms of the grant agreement and agrees as follows:

- All of the applicable NSP regulations will apply to program income generated unless otherwise stated in the Notice of Neighborhood Stabilization Program; Closeout Requirement and Recapture (Federal Register Vol. 77, No. 228, pp 70799-70805, November 27, 2012).
- All records and documents pertaining to this grant will be maintained for a period of 6 years after execution of this closeout agreement. All records related to the affordability of a project must be maintained for 6 years after the affordability period comes to an end. Additionally, all records relating to any land banked properties must be maintained for 6 years after disposal of the land banked properties.

- For grantees with ongoing CDBG grants, any real property within the County's control which was acquired or improved in whole or part using NSP funds in excess of \$25,000 is governed by the principles described in 24 CFR 570.505.
- If any rehabilitated property falls within a flood plain, flood insurance coverage must be maintained for the continued affordability period for affected property owners.
- Identify below any contingent liabilities subject to payment after the closeout agreement is signed: none
- A total of \$0.00 in grant funds has been previously canceled and returned to DEO.
- Santa Rosa County acknowledges the requirement to report program income annually to DEO/CDBG and will do so by January 31<sup>st</sup> for the previous calendar year.

DEO maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the County. The County acknowledges that a finding of noncompliance resulting from such a review and failure to take appropriate corrective action satisfactory to DEO may be taken into account by DEO as evidence of unsatisfactory performance, in consideration of future grant awards. Further, the County may be required to repay DEO any disallowed costs based on the review results of a future audit or monitoring.

**SANTA ROSA COUNTY**

\_\_\_\_\_

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

DATED: \_\_\_\_\_

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

\_\_\_\_\_

Bob Dennis  
Bureau Chief, Community Revitalization

DATED: \_\_\_\_\_

Note: Submit 2 originals to DEO for signature. DEO will return 1 original to Sub-grantee.

AGENDA  
PUBLIC WORKS COMMITTEE

October 20, 2014

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Cole

1. Discussion of proposal from Pensacola Concrete Construction Company, Inc. (PCC) for installing 160 lineal feet of 18" liner in storm drain on Circle Drive in the amount of \$30,150.40 based on comparison shopping with funding from Road & Bridge reserves.
2. Discussion of acceptance of a 20 foot wide drainage easement on the west side of the Curtis Green property located at 6911 De Lisa Road.
3. Discussion of amendment of the Phase 1A Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation.



**Department of Public Works**  
**SANTA ROSA COUNTY, FLORIDA**

**AVIS WHITFIELD**  
Director of Public Works  
6075 Old Bagdad Hwy.  
626-0191

**Stephen Furman**  
Asst. Director of Public Works  
Road & Bridge Dept.  
6075 Old Bagdad Hwy.  
626-0191

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
4530 Spikes Way  
850-623-1569

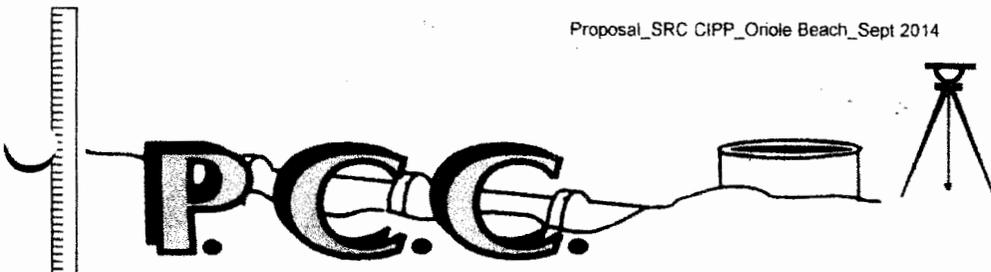
# MEMO

**TO:** Hunter Walker, County Administrator  
**FROM:** Avis Whitfield, Public Works Director *AW*  
**SUBJECT:** Storm Drain Repair  
**DATE:** October 14, 2014

We have 160 feet of failing storm drain culvert between 3357 and 3361 Circle Drive in Santa Rosa Shores. Replacement of the culvert will be very difficult as it will require the removal of trees and fences as well as relocating a small building that is adjacent to the drainage easement. Additionally, we have concerns about disturbing the soil and creating the potential for erosion and sediment transport into a canal where the culvert terminates.

Therefore, I recommend we contract to have the existing culvert lined. We solicited proposals from the two contractors in our area that have done similar liner projects for us in the past. Only Pensacola Concrete Construction Company, Inc. (PCC) was interested in providing a proposal in the amount of \$30,150.40. I recommend we accept their proposal to be funded from Road & Bridge reserves.

AW/tt



**Pensacola Concrete Construction Co., Inc.**

*Preferred Quality*  
 ◆  
*Professional Satisfaction*  
 ◆

*"An Employee Owned Company"*

CUC1224436 • AL 12750

Mr. Tom Collins, Fleet & Facility Manager  
 Santa Rosa County  
 6075 Old Bagdad Highway  
 Milton, FL 32583  
 Ph 850-626-0191 Fax 850-623-1331

September 5, 2014

Re: Proposal for installing CIPP liner near Oriole Beach

Item No.	Description	QTY	Unit	Unit Price	Total
1	Install 18" x 9mm CIPP Liner inside 18" CP	160	LF	\$180.94	\$28,950.40
2	Mobilization / Demobilization / Freight	1	EA	\$1,200.00	\$1,200.00
<b>TOTAL:</b>					<b>\$30,150.40</b>

**Notes:**

1. CIPP proposed shall be Materliner product.
2. Price is based on host pipe being in suitable shape for lining.
3. Price excludes any point repairs.
4. Price excludes any permits, bonds, or any additional insurance requirements.
5. This is a unit price proposal. Final payment shall be made on actual quantities performed.

*If accepting this proposal, sign below and return original signed copy to Pensacola Concrete.*

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature

*If there are any questions concerning this proposal please feel free to call me at my office (850) 476-0026.*

Respectfully Submitted by,

Ben Joyner, President  
 Pensacola Concrete Construction Company, Inc.

## Tom Collins

---

**From:** Ben Joyner - PCC <benpcc@bellsouth.net>  
**Sent:** Friday, September 05, 2014 3:14 PM  
**To:** Tom Collins  
**Subject:** Oriole Beach CIPP Proposal  
**Attachments:** Proposal\_SRC CIPP\_9-5-14.pdf

Tom,

My apologies for the time it has taken me to get this proposal to you. I wanted to make sure that I dotted all my I's and crossed all my T's on this one. I have met with everyone and gone over all that is involved on having a successful project here. There are a few more steps required and a little different material, but this segment can be lined. Please take a look at the proposal and let me know if you have any questions.

Regards,

Ben Joyner Jr., President  
Pensacola Concrete Const. Co., Inc.  
PO Box 2787  
Pensacola, FL 32513  
Ph 850-476-0026

## Tom Collins

---

**From:** Joe Horman <jhorman@sbpmunicipal.com>  
**Sent:** Monday, September 29, 2014 1:21 PM  
**To:** Tom Collins  
**Cc:** 'Shain Cheney'  
**Subject:** SBP, Inc. Liner No Bid

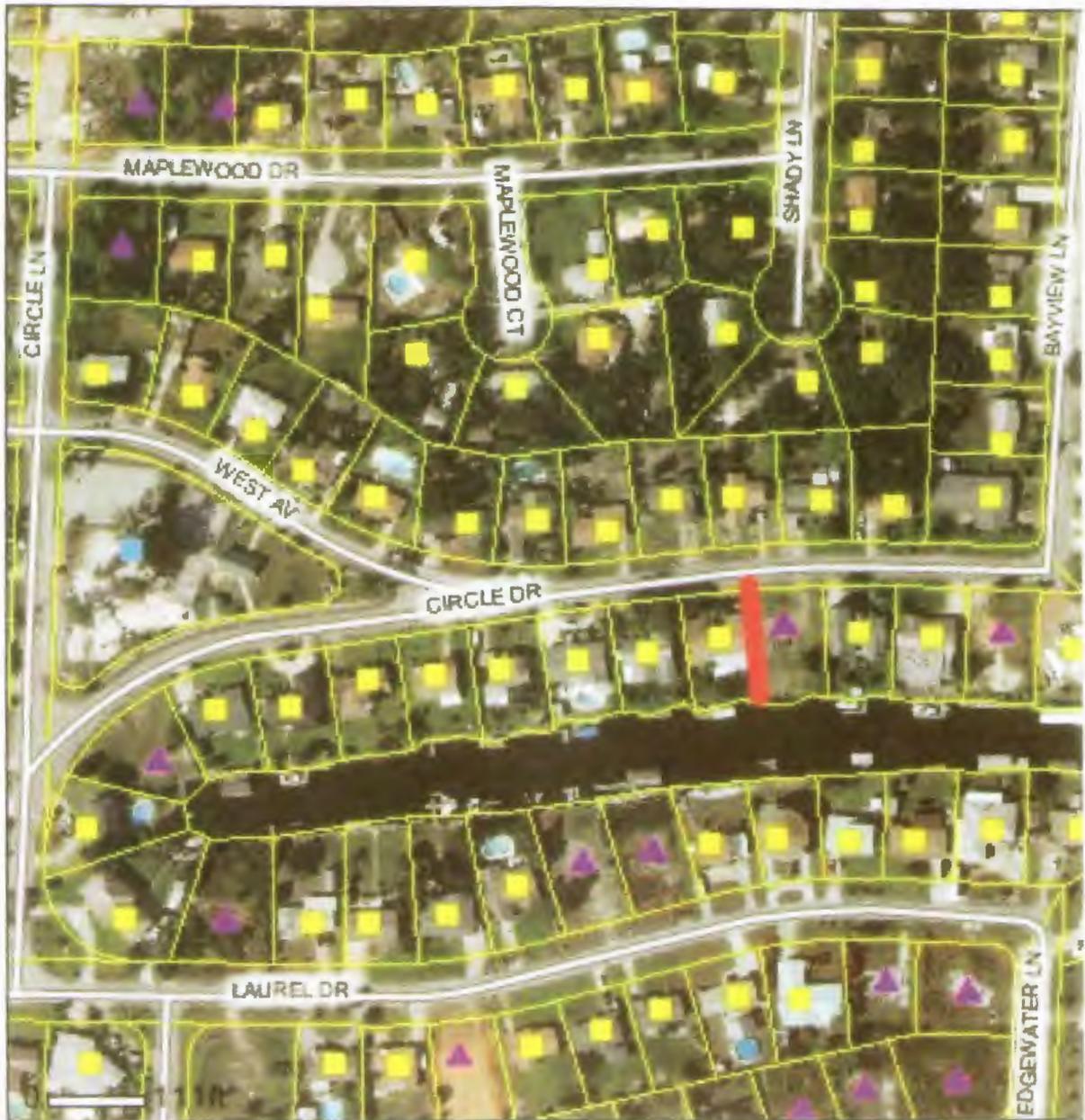
Tom,

Thank you for allowing SBP, Inc. the opportunity to bid on the pipe liner project which connects to the canal in Gulf Breeze.

At this time SBP, Inc. respectfully is submitting a ' No Bid '. We would appreciate keeping us in mind on any other future Projects that we might Be able to assist you with.

Thank you,  
Fred Byfield  
SBP, Inc.

Email scanned by Check Point



THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

**DRAINAGE EASEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between  
CURTIS GREEN, as Grantor, and SANTA ROSA COUNTY, FLORIDA, as Grantee.

**WITNESSETH:**

The said Grantor for one dollar (\$1.00) and other good and valuable consideration does hereby grant unto the Grantee, a perpetual drainage easement over and across the following described property, situate, lying and being in Santa Rosa County, Florida, to-wit:

**LEGAL DESCRIPTION FOR A 20.00 FOOT WIDE DRAINAGE EASEMENT:**

**THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:  
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER  
OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA  
COUNTY, FLORIDA; THENCE GO N 88°49'03" W ALONG THE NORTH LINE OF  
SAID SOUTHEAST QUARTER OF SECTION 22 FOR A DISTANCE OF 1308.45  
FEET; THENCE GO S 00°46'55" W FOR A DISTANCE OF 32.25 FEET TO THE  
POINT OF BEGINNING; THENCE CONTINUE S 00°46'55" W FOR A DISTANCE  
OF 181.38 FEET; THENCE GO S 89°13'05" E FOR A DISTANCE OF 200.00 FEET;  
THENCE GO N 00°46'55" E A DISTANCE OF 175.00 FEET; THENCE GO S  
89°39'17" W A DISTANCE OF 167.93 FEET; THENCE GO N 72°25'55" W FOR A  
DISTANCE OF 33.53 FEET TO THE POINT OF BEGINNING.**

Santa Rosa County shall be authorized to perform maintenance in said described area as needed to facilitate drainage.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_  
CURTIS GREEN

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

THIS INSTRUMENT PREPARED BY:  
ROY V. ANDREWS  
COUNTY ATTORNEY  
6495 CAROLINE STREET  
MILTON, FLORIDA 32570

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

SWORN TO and subscribed before me by Curtis Green, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ACCEPTANCE**

**THIS EASEMENT** accepted by Santa Rosa County, Florida, at the meeting of the Board of County Commissioners of Santa Rosa County, Florida, the \_\_\_ day of \_\_\_\_\_, 2014.

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

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

Attest: \_\_\_\_\_  
Clerk of Court



**Department of Public Works**  
SANTA ROSA COUNTY, FLORIDA

AVIS WHITFIELD  
Director of Public Works  
6075 Old Bagdad Hwy.  
626-0191

3  
**Stephen Furman**  
Asst. Director of Public Works  
Road & Bridge Dept.  
6075 Old Bagdad Hwy.  
626-0191

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
4530 Spikes Way  
850-623-1569

# MEMO

**TO:** Hunter Walker, County Administrator  
**FROM:** Avis Whitfield, Public Works Director *AW*  
**SUBJECT:** **Amendment to Traffic Signal Maintenance and Compensation Agreement**  
**DATE:** October 14, 2014

I have reviewed and recommend an interim amendment of the Phase 1A Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation.

AW/tt

## Avis Whitfield

---

**From:** Melchi, Tammy <Tammy.Melchi@dot.state.fl.us>  
**Sent:** Tuesday, October 14, 2014 3:46 PM  
**To:** Bay County - Janet Tipton; Bryant, Keith; Callaway-Larry Johnson (ljohnson@cityofcallaway.com); dmathis@springfield.fl.gov; Janet Morrell (jmorrell@co.bay.fl.us); mmims@pcgov.org; Panama City Beach; Panama City-Neil Fravel (nfravel@pcgov.org); Parker-Nancy Rowell (narowell@cityofparker.com); Paul Casto; Paul Casto; Sheila Faries (sfaries@co.bay.fl.us); tmiller@cityofflynnhaven.com; e pierce@blountstown.org; citywewa@fairpoint.net; janderson@psj.fl.gov; Wewahitchka - Cathy Simmons; cityofbonifay.jeri@embarqmail.com; Sherry Holmes; kreams@jeffersonclerk.com; Tyler McNeill-Jefferson; Gulf Breeze-Edwin "Buz" Eddy (eaeddy@ci.gulf-breeze.fl.us); Gulf Breeze-Thomas Lambert (tlambert@gulfbreezefl.gov); hhatcher@ci.gulf-breeze.fl.us; Avis Whitfield; Stephen Furman; Water Utility - Town of Jay; nwatts@esginc.net; Wakulla County - Brent Pell; David Corbin; Ms Snowden  
**Cc:** Britt, Brenda; Johnson, Cliff  
**Subject:** Traffic Signal Maintenance Agreement Amendment ( T SMA ) 1a for fiscal year 2015  
**Attachments:** Phase Ia Amendment.doc

To All Maintaining Agency Representatives:

As you are likely aware, the Department's State Traffic Engineering Office continues to work on a replacement traffic signal maintenance agreement that has been referred to (in correspondence and associated statewide meetings) as "Phase II." Please remain aware that the Phase II agreement is still forthcoming, but in the meanwhile an interim amendment that addresses concerns highlighted at statewide meetings has been published and is available for execution at the option of each agency. Should your agency wish to execute this interim agreement, please do so, returning three original copies to my attention.

Respectfully,

Tammy Melchi  
Traffic Agreement & Regulation Specialist  
FDOT Traffic Operations  
P O Box 607  
Chipley FL 32428  
Office 850-330-1269  
Fax 850-330-1273

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

**Purpose:**

Amend the Phase 1A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 deletes the language contained in Paragraph 6 of the Phase 1A Agreement for the period beginning with the Department's fiscal year 2014-2015. The Phase 1A Agreement included language on the preventative and periodic maintenance of mast arms. Paragraph 5 of the new Agreement provides language on the basic maintenance required for effective functioning of the traffic signals on the State Highway System. Excepting the changes shown below, all other provisions of Phase 1A remain.

**The wording "traffic signal structures (including signal mast arm structure or strain pole)" was struck from Paragraph 1.**

**Paragraph 5 shall be removed and replaced in its entirety by the text provided below:**

5. The Maintaining Agency shall be responsible for basic maintenance functions such as replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; and all signal related issues (lighting, signs and connections).

**Paragraph 6 shall be removed in its entirety without any replacement text.**

**The remaining paragraphs are renumbered sequentially.**

**The renumbered Paragraph 18 shall be removed in its entirety and replaced with the text provided below:**

18. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

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

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

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

\_\_\_\_\_, Florida  
(Maintaining Agency)

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Legal Review \_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

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

Reviewed: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Attorney Date

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of May, 2014 by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Santa Rosa County, Florida, herein called the "Maintaining Agency".

WITNESSED:

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

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

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

Delete  
↳

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

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

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

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

delete and replace with needed usage  
↳

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

delete  
↳

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

Delete ↓

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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

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

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

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

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

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

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

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

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

↓ Deleted and replaced with amended language

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

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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

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

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

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

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

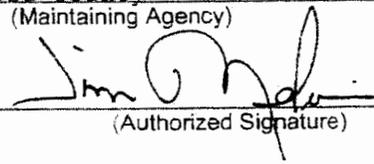
25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

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

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

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

Santa Rosa County, Florida  
(Maintaining Agency)

By:   
(Authorized Signature)

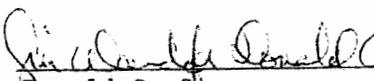
By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Jim Melvin

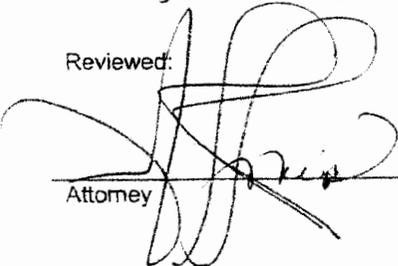
Print/Type Name: \_\_\_\_\_

Title: Chairman

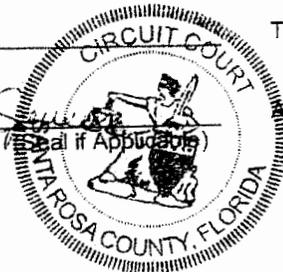
Title: \_\_\_\_\_

Attest:   
Donald C. Spencer  
(Notary if Applicable)

Attest: \_\_\_\_\_

Reviewed:   
Attorney

Legal Review: \_\_\_\_\_



BCC approved 5/8/14  
Date

EXHIBIT A

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

Effective Date: \_\_\_\_\_ To: \_\_\_\_\_



**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

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

**2.0 COMPENSATION**

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

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

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

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

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

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

**Unit Rates per 100% State Intersections**

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

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

**3.0 PAYMENT PROCESSING**

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

# ***BUDGET & FINANCIAL MANAGEMENT COMMITTEE***

Chairman: Commissioner Cole  
Vice Chairman: Commissioner Lynchard

October 20, 2014

## **Bid Actions:**

- 1) Discussion of bids received for annual road striping contract, over all low bidder meeting specifications is Coastline Striping Inc.
- 2) Discussion of bids received for annual signs and reflective sheeting materials, overall low bidder meeting specifications is Osburn Associates, Inc.

## **Budget:**

- 3) **Budget Amendment 2015 – 025** in the amount of \$ **2,372,958** to carry forward prior year Electric Franchise Fee balances of \$1,408,642 to Economic Development Reserves and \$964,316 to the Road & Drainage Reserves.
- 4) **Budget Amendment 2015 – 026** in the amount of \$ **64,278** to carry forward authorized but unspent funds set aside in the District IV Recreation Fund for the Navarre Beach Sea Turtle Conservation Center as approved at the August 28, 2014 BOCC Regular Meeting.
- 5) **Budget Amendment 2015 – 027** in the amount of \$ **142,066** to reinstate the needed taps for Holi Corp from Economic Development Reserves as approved at the October 24, 2013 Regular BOCC Meeting. The total to be paid is \$355,166 in five (5) year increments of \$71,033 beginning in FY2014. This is for FY 2014 and FY 2015.
- 6) **Budget Amendment 2015 – 028** in the amount of \$ **124,672** to carry forward E911 fund balances for previously authorized but uncompleted purchase of Intrado (Positron) Viper system upgrade in the E911 Program Fund.
- 7) **Budget Amendment 2015 – 029** in the amount of \$ **4,548** to fund the purchase to install 4-100watt dusk to dawn lights and one 30' pole, wiring, conduit and labor expense (\$3,048) and to place a Gulf Power night light at McCallister Park (\$1,500) from the District 2 Projects Fund approved by Commissioner Cole.
- 8) **Budget Amendment 2015 – 030** in the amount of \$ **182,175** to equally distribute excess revenues from Electric Franchise Fees to each of the five (5) District Projects Funds as approved at the September 11, 2014 BOCC Regular Meeting.
- 9) **Budget Amendment 2015 – 031** in the amount of \$ **6,853** for two (2) individual pieces of playground equipment for the Navarre Sports Complex from the District IV Projects Fund approved by Commissioner Melvin.

- 10) **Budget Amendment 2015 – 032** in the amount of \$ **188,052** to carry forward unspent SRC Boating Improvement Funds to Boating Improvement Reserves in the General Fund.
- 11) **Budget Amendment 2015 – 033** in the amount of \$ **269,503** to recognize Federal Home Program (HUD) Grant and allocate to Substantial Housing account and First Time Homebuyer in the Grant Fund.
- 12) **Budget Amendment 2015– 034** in the amount of \$ **775,819** to carry forward funds from prior year and allocate to First Time Homebuyer account, Substantial Housing account and Emergency Repair account in the Ship Program Fund.
- 13) **Budget Amendment 2015-035** in the amount of \$ **32,349** to authorize the remainder of 2014 DRG 14-02 for October and November through contract end (11/12/14) in the Grant Fund.
- 14) **Budget Amendment 2015 – 036** in the amount of \$ **21,150** to carry forward unspent funds from Tree Mitigation revenues in the General Fund to be used for the purposes of purchasing, planting and maintaining trees on public property.
- 15) **Budget Amendment 2015 – 037** in the amount of \$ **5,374** for authorized miscellaneous (\$788) and permit expenses (\$4,586) for the Bagdad Mill Site Park in District II Projects Fund.
- 16) **Budget Amendment 2015 – 038** in the amount of \$ **5,600** to carry forward donations received in FY 2013 from the Bagdad Waterfront Florida Partnership and the Blackwater Pyrates organizations and authorizes for expenditure for improvements to the Bagdad Mill Site Park in District II Projects Fund.
- 17) **Budget Amendment 2015 – 039** in the amount of \$ **207,430** to carry forward unspent loan proceeds and TDC cash carry forward (\$107,393) for completion of Milton/Bagdad connector and recognize the refund from CSX (\$100,037) for the Henry Street rail pedestrian crossing improvements in the TDC Fund.
- 18) **Budget Amendment 2015 – 040** in the amount of \$ **60,000** to carry forward District II Recreation Funds match and recognize CPI revenue for expenditure in FY 2015.
- 19) **Budget Amendment 2015 – 041** in the amount of \$**433,628** to recognize the remainder of the 2011-2012 DIG Award (DIG 12-02) in the amount of \$126,369.25, 2012-2013 DIG Award (13-05) in the amount of \$200,000, and 2012-2014 DIG Award (DIG 14-01) in the amount of \$200,000 to purchase land or obtain restrictive easements around Whiting Field as identified in the Joint Land Use Study (JLUS) agreement.
- 20) **Budget Amendment 2015 – 042** in the amount of \$ **46,991** to pay back the General Fund from District II Projects Funds borrowed in FY 2014 for the purchase of arena panels and bleachers for the June Ates arena as approved at the October 24, 2013 BOCC Regular Meeting.

- 21) **Budget Amendment 2015-043** –in the amount of \$ **50,000** to correct mathematical error on Budget Amendment 2015-023 in the five (5) District Recreation Funds.
- 22) **Budget Amendment 2015 – 044** in the amount of \$ **5,922** to reallocate ICP funds authorized in the General Fund but incomplete for improvements to the south tower site in order to bring R56 grounding compliance.
- 23) **Budget Amendment 2015 – 045** in the amount of \$ **64,402** to carry forward and reallocate unspent funds authorized but not completed for the 911 Emergency Communication CAD System in the General Fund and the Enhanced 911 Program Fund.
- 24) **Budget Amendment 2015 – 046** in the amount of \$ **206,086** to recognize Community Transportation Grants FY 2011/2012 (\$29,412) and remaining FY 2012/2013 (\$158,674) and the local match (\$18,000) from the General Fund.
- 25) **Budget Amendment 2015-047** in the amount of \$ **54,033** to carry forward local match as required by Section 5310 Notification of Funding for the purchase of public transportation replacement vehicles and allocate for expenditure in the Grant Fund as approved at the July 24, 2014 BOCC Regular Meeting.
- 26) **Budget Amendment 2014 – 177** in the amount of \$2,576,403 to carry forward the Impact Fee Fund balance and distribute \$229,876 to Multi-Purpose Paths, \$49,876 into Five Points Project, \$333,937 into Area 1 Reserves, \$65,689 into Area 2 Reserves, \$1,893,426 in to Area 3 Reserves, and \$3,599 in to Admin. Reserves.

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

- 27) Discussion of County Expenditures / Check Register

## **PROCUREMENT RECOMMENDATION**

**1. PRODUCT/SERVICE:** ROAD STRIPING

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

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

Painted Traffic Striping and Thermoplastic Traffic Striping. Solid white lines, solid yellow lines, broken yellow lines, stop bars, cross walk lines, pavement messages, and arrows.

**4. SCOPE OF WORK:**

N/A

**5. BIDDERS:**

- |                                 |                  |
|---------------------------------|------------------|
| A. Coastline Striping Inc.      | Detailed Pricing |
| B. Emerald Coast Striping, LLC  | Detailed Pricing |
| C. Gulf Coast Traffic Engineers | Detailed Pricing |

**SPECIFICATIONS AND BID FORM  
PAINTED PAVEMENT MARKINGS**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date October 13, 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for painted traffic stripes and markings located in Santa Rosa County.

Painted traffic stripes and marking work shall conform to the requirements of section 710 of the 2000 edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Solid White Line (Cost per mile)	\$ <u>695.00</u>
Solid Yellow Line (Cost per mile)	\$ <u>695.00</u>
Broken Yellow Line (Cost per mile)	\$ <u>500.00</u>
16' Stop Bars	\$ <u>40.00</u>
18' Stop Bars	\$ <u>42.00</u>
20' Stop Bars	\$ <u>44.00</u>
22' Stop Bars	\$ <u>46.00</u>

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Coastline Striping, Inc.  
Company

850-477-4484  
Telephone Number

8840 Fowler Avenue Pensacola, FL 32534  
Address

  
Representative Signature

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS AND BID FORM**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**  
**CURRENT EDITION**

Santa Rosa County Procurement Department  
 6495 Caroline Street, Suite G  
 Milton, Florida 32570

Date October 13, 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for thermoplastic traffic stripes and markings located in Santa Rosa County.

Thermoplastic traffic stripes and marking work shall conform with the requirements of section 711 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder Coastline Striping, Inc.  
8840 Fowler Avenue Pensacola, FL 32534

<b>Striping:</b>	6 Inch Edge Line	.60	Linear Foot
	6 Inch Solid Lane Line	.60	Linear Foot
	6 Inch Solid Yellow Line	.60	Linear Foot
	6 Inch Skip White	.30	Linear Foot
	6 Inch Skip Yellow	.40	Linear Foot
<b>Stop Lines:</b>	12 Inches	2.75	Linear Foot
	18 Inches	5.00	Linear Foot
	24 Inches	6.50	Linear Foot
<b>Crosswalk Lines:</b>	8 Inch	1.25	Linear Foot
	12 Inch	2.75	Linear Foot
	18 Inch	5.00	Linear Foot
	24 Inch	6.50	Linear Foot
<b>Pavement Messages:</b>	Stop	90.00	Each
	School	125.00	Each
	School Crossing	100.00	Each
	Ped X-ing	100.00	Each
	Only	75.00	Each
	R X R	175.00	Each
<b>Arrows:</b>	Left	50.00	Each
	Right	50.00	Each
	Straight	50.00	Each
	Combination	80.00	Each

**SPECIFICATIONS AND BID FORM**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**  
***CURRENT EDITION***

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Coastline Striping, Inc. \_\_\_\_\_

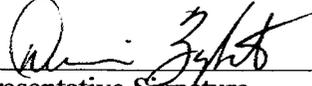
Company

850-477-4484 \_\_\_\_\_

Telephone Number

8840 Fowler Avenue Pensacola, FL 32534 \_\_\_\_\_

Address

 \_\_\_\_\_  
Representative Signature

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS AND BID FORM  
RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS  
ADHESIVE**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date October 13, 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for Raised Retro-Reflective pavement markers and Bituminous Adhesive located in Santa Rosa County.

Raised Retro-Reflective pavement markers and Bituminous Adhesive work shall conform with the requirements of section 706 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Raised Retro-Reflective pavement markers shall be spaced by road type and condition, or as specified by the Public works Director or his designee. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder Coastline Striping, Inc.  
8840 Fowler Avenue Pensacola, FL 32534

**Raised Retro-Reflective Pavement Markers (Installed):** 4.00 Each

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Coastline Striping, Inc.  
Company

850-477-4484  
Board  
Telephone Number

8840 Fowler Avenue Pensacola, FL 32534  
Address

  
Representative Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Board of County Commissioners of Santa Rosa County, FL  
by \_\_\_\_\_  
(print individual's name and title)  
Dennis D. Zylstra/President  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
Coastline Striping, Inc. whose  
business address is 8840 Fowler Avenue Pensacola, FL 32534  
Employer Identification Number (FEIN) is 34-2012062 and (if applicable) its Federal  
Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_ If the entity has no FEIN, include the

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dennis Zylstra (Signature)

Sworn to and subscribed before me this 13th day of October, 2014

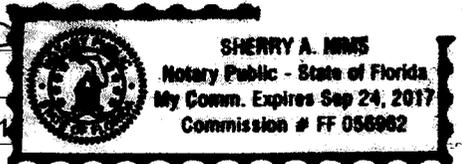
Personally known Dennis D. Zylstra

or Produced identification \_\_\_\_\_

(Type of identification)

Sherry A. Nims (Printed, typed, or stamped commissioned name of notary public.)

Sherry A. Nims  
Notary Public - State of FLA  
My commission expires Sept. 24, 2017



**NOTICE TO BIDDERS  
ROAD STRIPING**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for road striping.

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., October 14, 2014; at which time bids will be opened and read aloud. Bids are to be sealed and clearly labeled "**BID - ROAD STRIPING**". Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Questions concerning this bid should be directed to Tom Collins at (850) 981-7151.

Specifications and bid form may be secured from Santa Rosa County website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

All prices are firm for a period of one year. After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

**LEGAL NOTICE**

One issue – September 13, 2014 - Press Gazette, September 18, 2014 - Navarre Press, and  
September 18, 2014 - Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

**SPECIFICATIONS AND BID FORM  
PAINTED PAVEMENT MARKINGS**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G

Milton, Florida 32570

Date: 10-13-2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for painted traffic stripes and markings located in Santa Rosa County.

Painted traffic stripes and marking work shall conform to the requirements of section 710 of the 2000 edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Solid White Line (Cost per mile)	\$ <u>700.00 NM</u>
Solid Yellow Line (Cost per mile)	\$ <u>700.00 NM</u>
Broken Yellow Line (Cost per mile)	\$ <u>385.00 GM</u>
16' Stop Bars	\$ <u>45.00 EA</u>
18' Stop Bars	\$ <u>45.00 EA</u>
20' Stop Bars	\$ <u>50.00 EA</u>
22' Stop Bars	\$ <u>50.00 EA</u>

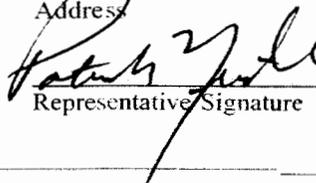
**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Emerald Coast Striping, LLC  
Company

850-215-4875  
Telephone Number

Comments: \_\_\_\_\_

1901 N. East Ave.  
Address

  
Representative Signature

Patrick Neville

**SPECIFICATIONS AND BID FORM**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**  
*CURRENT EDITION*

Santa Rosa County Procurement Department  
 6495 Caroline Street, Suite G  
 Milton, Florida 32570

Date 10-14-2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for thermoplastic traffic stripes and markings located in Santa Rosa County.

Thermoplastic traffic stripes and marking work shall conform with the requirements of section 711 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder: **Emerald Coast Striping, LLC**  
**1901 N. East Ave., Panama City, FL 32405**

Striping:	6 Inch Edge Line	<u>\$ .85</u>	Linear Foot
	6 Inch Solid Lane Line	<u>\$1.35</u>	Linear Foot
	6 Inch Solid Yellow Line	<u>\$ .85</u>	Linear Foot
	6 Inch Skip White	<u>\$ .75</u>	Linear Foot
	6 Inch Skip Yellow	<u>\$ .75</u>	Linear Foot
Stop Lines:	12 Inches	<u>\$2.75</u>	Linear Foot
	18 Inches	<u>\$2.75</u>	Linear Foot
	24 Inches	<u>\$4.00</u>	Linear Foot
Crosswalk Lines:	8 Inch	<u>\$1.25</u>	Linear Foot
	12 Inch	<u>\$2.50</u>	Linear Foot
	18 Inch	<u>\$2.75</u>	Linear Foot
	24 Inch	<u>\$4.00</u>	Linear Foot
Pavement Messages:	Stop	<u>\$100.00</u>	Each
	School	<u>\$100.00</u>	Each
	School Crossing	<u>\$100.00</u>	Each
	Ped X-ing	<u>\$100.00</u>	Each
	Only	<u>\$100.00</u>	Each
	R X R	<u>\$125.00</u>	Each
Arrows:	Left	<u>\$ 78.00</u>	Each
	Right	<u>\$ 78.00</u>	Each
	Straight	<u>\$ 78.00</u>	Each
	Combination	<u>\$ 95.00</u>	Each

SPECIFICATIONS AND BID FORM  
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS  
*CURRENT EDITION*

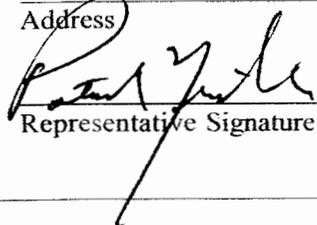
NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Emerald Coast Striping, LLC  
Company

850-215-4875  
Telephone Number

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1901 N. East Ave, Panama City, FL 32405  
Address

 Patrick Neville  
Representative Signature

**SPECIFICATIONS AND BID FORM  
RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS  
ADHESIVE**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G

Milton, Florida 32570

Date : 10-13-2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for Raised Retro-Reflective pavement markers and Bituminous Adhesive located in Santa Rosa County.

Raised Retro-Reflective pavement markers and Bituminous Adhesive work shall conform with the requirements of section 706 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Raised Retro-Reflective pavement markers shall be spaced by road type and condition, or as specified by the Public works Director or his designee. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name and address of Bidder: Emerald Coast Striping, LLC

1901 N. East Ave., Panama City, FL 32405

**Raised Retro-Reflective Pavement Markers (Installed):** \$3.95 **Each**

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Emerald Coast Striping, LLC

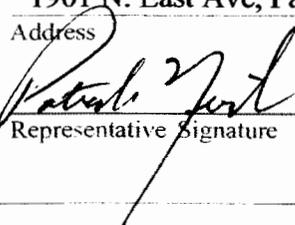
Company

1901 N. East Ave, Panama City, FL 32405

Address

850-215-4875

Telephone Number

  
Patrick Neville

Representative Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Santa Rosa County Procurement Department,  
by \_\_\_\_\_ (print individual's name and title)  
Patrick Neville, Partner  
for \_\_\_\_\_ (print name of entity submitting sworn statement)  
Emerald Coast Striping, LLC  
whose business address is 1901 N. East Ave, Panama City, FL 32405  
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8743994  
If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 13<sup>th</sup> day of October, 2014

Personally known \_\_\_\_\_

or Produced identification \_\_\_\_\_

(Type of identification)

Patrick Neville (Signature)  
Notary Public - State of Florida  
My commission expires April 28, 2017



JEAN DEMERS  
MY COMMISSION # FF 012616  
EXPIRES: April 28, 2017  
Bonded Thru Budget Notary Services

(Printed, typed, or stamped commissioned name of notary public.)

Jean Demers

**SPECIFICATIONS AND BID FORM  
PAINTED PAVEMENT MARKINGS**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date 14 OCTOBER 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for painted traffic stripes and markings located in Santa Rosa County.

Painted traffic stripes and marking work shall conform to the requirements of section 710 of the 2000 edition of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

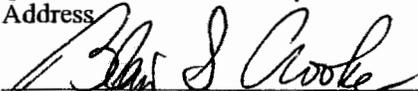
Solid White Line (Cost per mile)	\$ <u>780.00</u>
Solid Yellow Line (Cost per mile)	\$ <u>780.00</u>
Broken Yellow Line (Cost per mile)	\$ <u>600.00</u>
16' Stop Bars	\$ <u>65.00</u>
18' Stop Bars	\$ <u>70.00</u>
20' Stop Bars	\$ <u>75.00</u>
22' Stop Bars	\$ <u>80.00</u>

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

GULF COAST TRAFFIC ENGINEERS, INC  
Company

850-478-7066  
Telephone Number

8203 KIPLING ST., PENSACOLA, FL 32514  
Address

  
Representative Signature

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS AND BID FORM**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**  
**CURRENT EDITION**

Santa Rosa County Procurement Department  
 6495 Caroline Street, Suite G  
 Milton, Florida 32570

Date 14 OCTOBER 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for thermoplastic traffic stripes and markings located in Santa Rosa County.

Thermoplastic traffic stripes and marking work shall conform with the requirements of section 711 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder GULF COAST TRAFFIC ENGINEERS, INC  
8203 KIPLING ST., PENSACOLA, FL 32514

<b>Striping:</b>	6 Inch Edge Line	<u>.72</u>	Linear Foot
	6 Inch Solid Lane Line	<u>.72</u>	Linear Foot
	6 Inch Solid Yellow Line	<u>.71</u>	Linear Foot
	6 Inch Skip White	<u>.35</u>	Linear Foot
	6 Inch Skip Yellow	<u>.35</u>	Linear Foot
<b>Stop Lines:</b>	12 Inches	<u>3.00</u>	Linear Foot
	18 Inches	<u>4.00</u>	Linear Foot
	24 Inches	<u>7.00</u>	Linear Foot
<b>Crosswalk Lines:</b>	8 Inch	<u>4.00</u>	Linear Foot
	12 Inch	<u>6.00</u>	Linear Foot
	18 Inch	<u>6.50</u>	Linear Foot
	24 Inch	<u>7.00</u>	Linear Foot
<b>Pavement Messages:</b>	Stop	<u>90.00</u>	Each
	School	<u>150.00</u>	Each
	School Crossing	<u>120.00</u>	Each
	Ped X-ing	<u>120.00</u>	Each
	Only	<u>90.00</u>	Each
	R X R	<u>180.00</u>	Each
<b>Arrows:</b>	Left	<u>60.00</u>	Each
	Right	<u>60.00</u>	Each
	Straight	<u>60.00</u>	Each
	Combination	<u>90.00</u>	Each

**SPECIFICATIONS AND BID FORM  
RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS  
ADHESIVE**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date 14 OCTOBER 2014

The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined below for Raised Retro-Reflective pavement markers and Bituminous Adhesive located in Santa Rosa County.

Raised Retro-Reflective pavement markers and Bituminous Adhesive work shall conform with the requirements of section 706 of the most current edition (including all applicable revisions) of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* as deemed applicable by the Public Works Director or his designee. Raised Retro-Reflective pavement markers shall be spaced by road type and condition, or as specified by the Public works Director or his designee. The contractor will be ready and available at all times to move in and start work on a job within 48 hours after being notified by telephone from the Public Works Director or his designee, and agrees to remain on said project until the job is completed.

Name & Address of Bidder GULF COAST TRAFFIC ENGINEERS, INC  
8203 KIPLING ST., PENSACOLA, FL 32514

Raised Retro-Reflective Pavement Markers (Installed): 3.00 Each

**NOTE:** Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

GULF COAST TRAFFIC ENGINEERS, INC 8203 KIPLING ST., PENSACOLA, FL 32514  
Company Address  
850-478-7066 [Signature]  
Telephone Number Representative Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY  
BLAIR S. CROOKE PRESIDENT by  
(print individual's name and title)  
GULF COAST TRAFFIC ENGINEERS, INC for  
(print name of entity submitting sworn statement)  
whose  
business address is 8703 KIPLING STREET, PENSACOLA, FL 32514  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-1104811. If the entity has no FEIN, include the  
Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

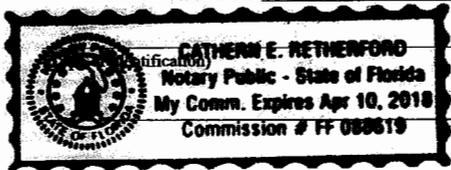
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED BY THIS FORM.

Blair S. Crooke (Signature)

Sworn to and subscribed before me this 14 day of OCTOBER, 2014

Personally known  \_\_\_\_\_  
or Produced identification \_\_\_\_\_  
Cathern E. Retherford  
Notary Public - State of FLORIDA

My commission expires 04-10-2014



(Printed, typed, or stamped commissioned name of notary public.)

## **PROCUREMENT RECOMMENDATION**

- 1. PRODUCT/SERVICE:** SIGNS AND REFLECTIVE METAL SHEETING
- 2. RESPONSIBLE OFFICE:** ROAD & BRIDGE
- 3. DESCRIPTION OF SERVICE/PRODUCT:**  
County Road Markers, Arrows, Stop Signs, All Way Stops, Yield Signs, MPH Signs, Speed Zone Ahead, Reduced Speed Ahead, No Parking, etc.
- 4. SCOPE OF WORK:**  
  
N/A
- 5. BIDDERS AND PRICES:**

A. Newman	Detailed Pricing
B. Vulcan Signs	Detailed Pricing
C. Osburn Associates, Inc.	Detailed Pricing

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/01/14

All signs shall be fabricated using at a minimum a "High Intensity Prismatic" reflective sheeting material that shall be in accordance with both the current editions of the Florida Department of Transportation specifications and the Manual on Uniform Traffic Control Devices (MUTCD) minimum retroreflectivity levels. The backing shall consist of .080 gauge 5052-H38, aluminum alloy, degreased, etched and treated with alodine 1200. All signs and sign legends must be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation, Federal Highway Administration.

The undersigned agrees to furnish the items requested by you for Santa Rosa County in your invitation to bid, and certifies that the items meets or exceeds specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form.

This agreement may be terminated in writing with 30 days notice by either party.

Name & Address of Bidder

Newman Signs, Inc  
16016 6<sup>th</sup> Ave SW Jamestown, ND 58401

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
1.	County Route Marker	<del>M1-5</del> M1-6	24"x24"	\$23.87 ea.	\$40.43 ea.
2.	JCT	M2-1	21"x15"	\$12.27 ea.	\$19.39 ea.
3.	Arrows	M6-1	21x15"	\$12.27 ea.	\$19.39 ea.
4.	Stop Sign	R1-1	18"x18"	\$12.80 ea.	\$20.14 ea.
5.	Stop Sign	R1-1	30"x30"	\$25.93 ea.	\$40.22 ea.
6.	Stop Sign	R1-1	36"x36"	\$30.23 ea.	\$65.37 ea.
7.	Stop Sign	R1-1	24"x24"	\$17.92 ea.	\$30.95 ea.
8.	Stop Sign	R1-1	48"x48"	\$63.02 ea.	\$114.08 ea.
9.	All Way Stop	R1-4	12"x6"	\$5.44 ea.	\$7.00 ea.
10.	Yield Sign	R1-2	36"x36"x36"	\$19.67 ea.	\$34.24 ea.
11.	15 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
12.	20 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
13.	25 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
14.	30 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
15.	35 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
16.	40 MPH Speed Sign	R2-1	34"x30"	\$21.47 ea.	\$37.69 ea.
17.	45 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.
18.	55 MPH Speed Sign	R2-1	24"x30"	\$21.47 ea.	\$37.69 ea.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: Oct. 6, 2014

Name & Address of Bidder

Newman Signs, Inc  
11000 4th Ave SW Jamestown, ND 58401

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
19.	Speed Zone Ahead	R2-5c	24"x30"	\$ <u>21.47</u> ea.	\$ <u>37.69</u> ea.
20.	Reduced Speed Ahead	R2-5a	24"x30"	\$ <u>21.47</u> ea.	\$ <u>37.69</u> ea.
21.	No Parking Anytime	R7-1	12"x18"	\$ <u>9.15</u> ea.	\$ <u>13.91</u> ea.
22.	Handicap Parking	<u>R7-8</u>	12"x18"	\$ <u>9.97</u> ea.	\$ <u>14.72</u> ea.
23.	No Diving		18"x18"	\$ <u>20.73</u> ea.	\$ <u>27.97</u> ea.
24.	No Parking	R8-3	18"x24"	\$ <u>14.35</u> ea.	\$ <u>24.10</u> ea.
25.	Road Closed	R11-2	48"x30"	\$ <u>40.57</u> ea.	\$ <u>72.84</u> ea.
26.	Curve Right	W1-R2	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
27.	Right Reverse Turn	W1-3R	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
28.	Right Reverse Curve	W1-R4	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
29.	Curve Left	W1-R2	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
30.	Left Reverse Turn	W1-3L	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
31.	Left Reverse Curve	W1-4L	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
32.	Winding Road	W1-R5	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
		W1-L5			
33.	Large Arrow Sign	W1-6	48"x24"	\$ <u>32.43</u> ea.	\$ <u>58.25</u> ea.
34.	Double Head Arrow	W1-7	48"x24"	\$ <u>32.43</u> ea.	\$ <u>58.25</u> ea.
35.	"T" Symbol Sign (Right or Left)	W2-2	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
36.	Stop Ahead Sign	W3-1a	30"x30"	\$ <u>27.58</u> ea.	\$ <u>47.85</u> ea.
37.	Stop Ahead Sign	W3-1a	36"x36"	\$ <u>37.34</u> ea.	\$ <u>60.48</u> ea.
38.	Pavement Ends	W8-3	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
39.	Soft Shoulder	W8-4	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
40.	Playground Sign	W15-1	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
41.	Railroad Advance Warning Sign	W10-1	36"	\$ <u>37.55</u> ea.	\$ <u>60.68</u> ea.
42.	Dead End Sign	W14-1	30"x30"	\$ <u>25.93</u> ea.	\$ <u>46.22</u> ea.
43.	Delineators	Yellow	6"x12",	\$ <u>4.25</u> ea.	\$ <u>5.88</u> ea.
		No Button	4"x8"	\$ <u>3.26</u> ea.	\$ <u>3.98</u> ea.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: Oct. 6, 2014

Name & Address of Bidder

Newman Signs, Inc  
11000 6<sup>th</sup> Ave SW Jamestown ND 58401

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
44.	Delineator Post	6'	1.12#/ft."	<u>\$NO BID</u> ea.	<u>\$NO BID</u> ea.
		Galvanized			
45.	U Channel Traffic Post	10'	2#/ft.	<u>\$NO BID</u> ea.	<u>\$NO BID</u> ea.
		Galvanized			
46.	U Channel Traffic Post	12'	3#/ft.	<u>\$NO BID</u> ea.	<u>\$NO BID</u> ea.
		Galvanized			
47.	Idle Speed No Wake And Resume Normal Safe Operation (shall be IAW Florida Fish & Wildlife Conservation Commission waterway marker guidelines, www.myfwc.com)		36"x36"	<u>\$70.97</u> ea.	<u>\$99.70</u> ea.
48.	Red Reflectors	No button	Diamond 24"x24"	<u>\$11.01</u> ea.	<u>\$29.77</u> ea.
49.	Typical Type 3 Object Markers	OM-3L OM-3R	12"x36"	<u>\$14.32</u> ea.	<u>\$24.02</u> ea.

**STREET MARKER POST**

Street marker posts shall be hot dipped galvanized, 12 gauge, with 3/8 inch holes on one foot centers.

**12 GAUGE POST DIMENSIONS**

2 1/4" x 2 1/4" x 10 ft.	<u>\$ NO BID</u> each
--------------------------	-----------------------

**12 GAUGE BASE POST DIMENSIONS**

2 1/2" x 2 1/2" x 3 ft.	<u>\$ NO BID</u> each
-------------------------	-----------------------

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: Oct. 6, 2014

Name & Address of Bidder

Newman Signs, Inc  
1606 W 10th Ave SW Jamestown, ND 58401

**STREET MARKER BLADES**

Street marker blades shall have high intensity prismatic reflective sheeting on one side.

**BLANKS SIZE AND COLOR**

**Yellow blank with black trim:**

24"x 30"	\$ <u>21.47</u>	each
9"x 30"	\$ <u>18.90</u>	each
24"x 24"	\$ <u>17.92</u>	each
18"x 24"	\$ <u>14.35</u>	each
30"x30"	\$ <u>25.93</u>	each

**White blank with black trim:**

36"x48"	\$ <u>47.09</u>	each
12"x18"	\$ <u>9.15</u>	each
18"x24"	\$ <u>14.35</u>	each
24"x30"	\$ <u>21.47</u>	each

**Green blank with white trim:**

48"x18"	\$ <u>38.57</u>	each
60"x18"	\$ <u>48.83</u>	each
24"x30"	\$ <u>33.83</u>	each
9"x48"	\$ <u>24.25</u>	each
9"x42"	\$ <u>22.43</u>	each
9"x36"	\$ <u>20.68</u>	each
9"x30"	\$ <u>18.90</u>	each
30"x30"	\$ <u>31.82</u>	each
36"x36"	\$ <u>52.93</u>	each
12"x18"	\$ <u>17.26</u>	each
18"x24"	\$ <u>24.29</u>	each
60"x30"	\$ <u>72.68</u>	each

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: Oct. 16, 2014

Name & Address of Bidder

Newman Signs, Inc  
11000 16<sup>th</sup> Ave SW Jamestown, ND 58401

**White blank with green trim:**

18"x24" \$ 14.35 each  
12"x18" \$ 9.15 each  
30"x9" \$ 18.90 each  
36"x9" \$ 20.68 each  
24"x30" \$ 21.47 each  
36"x36" \$ 35.70 each

**Brown blank with white trim:**

9"x48" \$ 24.25 each  
9"x42" \$ 22.43 each  
9"x36" \$ 20.68 each  
9"x30" \$ 18.90 each  
24"x30" \$ 33.83 each  
24"x30" \$ 33.83 each  
18"x24" \$ 24.29 each  
30"x30" \$ 39.82 each

**White blank with red border:**

18"x24" \$ 14.35 each  
12"x18" \$ 9.15 each  
24"x30" \$ 21.47 each

**Red Blank with white border:**

6"x 18" \$ 13.53 each

Route marker, blue with yellow trim 24" \$ 40.94 each

**NOTE:**

All prices quoted are to be CASH BID PRICE F.O.B. Public Works Department, 6075 Old Bagdad Highway, Milton, Florida 32570.

**NOTE:**

Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Newman Signs, Inc

Company

800-437-9770

Telephone Number

11000 16<sup>th</sup> Ave SW Jamestown, ND 58401

Address

Christine Kahl

Representative Signature

Comments: \* Minimum Order of \$1,000\*

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO  
ADMINISTER OATHS.

1. This sworn statement is submitted to Santa Rosa County  
by Christine Wahl - Sales Representative  
(print individual's name and title)  
for Newman Signs, Inc  
(print name of entity submitting sworn statement)

whose business address is 1600 10th Ave SW Jamestown ND 58401  
and (if applicable) its Federal Employer Identification Number (FEIN) is 45-0276348. If the entity has no  
FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
- I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christine Wahl  
(Signature)

Sworn to and subscribed before me this 6 day of October, 2014.

Personally known Christine Wahl

Deborah C. HARR

or Produced identification \_\_\_\_\_

Notary Public - State of North Dakota

(Type of identification)

My commission expires April 20, 2018  
**DEBORAH C. HARR**  
Notary Public  
State of North Dakota  
My Commission Expires April 20, 2018

Deborah C. HARR

(Printed, typed, or stamped commission name of notary public.)

**NOTICE TO BIDDERS  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for signs and reflective sheeting material.

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 AM, October 14, 2014, at which time bids will be opened and read aloud. Bids are to be sealed and clearly labeled "**BID – SIGNS**". Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Questions concerning this request should be directed to Tom Collins at (850) 981-7151.

Specifications and bid form may be secured from Santa Rosa County website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

All prices are firm for a period of one year. After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

**LEGAL NOTICE**

One issue – September 13, 2014 - Press Gazette, September 18, 2014 – Navarre Press,  
and September 18, 2014 – Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street,  
Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/08/2014

All signs shall be fabricated using at a minimum a "High Intensity Prismatic" reflective sheeting material that shall be in accordance with both the current editions of the Florida Department of Transportation specifications and the Manual on Uniform Traffic Control Devices (MUTCD) minimum retroreflectivity levels. The backing shall consist of .080 gauge 5052-H38, aluminum alloy, degreased, etched and treated with alodine 1200. All signs and sign legends must be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation, Federal Highway Administration.

The undersigned agrees to furnish the items requested by you for Santa Rosa County in your invitation to bid, and certifies that the items meets or exceeds specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form.

This agreement may be terminated in writing with 30 days notice by either party.

Name & Address of Bidder  
VULCAN SIGNS

P.O. BOX 1850 FOLEY, ALABAMA 36536-1850

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
1.	County Route Marker	M1-5	24"x24"	\$ 17.40 ea.	\$ 28.20 ea.
2.	JCT	M2-1	21"x15"	\$ 8.08 ea.	\$ 14.20 ea.
3.	Arrows	M6-1	21x15"	\$ 8.08 ea.	\$ 14.20 ea.
4.	Stop Sign	R1-1	18"x18"	\$ 8.98 ea.	\$ 15.62 ea.
5.	Stop Sign	R1-1	30"x30"	\$ 22.10ea.	\$ 39.13ea.
6.	Stop Sign	R1-1	36"x36"	\$ 32.98 ea.	\$ 56.55 ea.
7.	Stop Sign	R1-1	24"x24"	\$ 15.14 ea.	\$ 26.55 ea.
8.	Stop Sign	R1-1	48"x48"	\$ 55.85 ea.	\$ 101.30 ea.
9.	All Way Stop	R1-4	12"x6"	\$ 2.48 ea.	\$ 3.57 ea.
10.	Yield Sign	R1-2	36"x36"x36"	\$ 16.37 ea.	\$ 26.13 ea.
11.	15 MPH Speed Sign	R2-1	24"x30"	\$ 17.95 ea.	\$ 33.25 ea.
12.	20 MPH Speed Sign	R2-1	24"x30"	\$ 17.95 ea.	\$ 33.25 ea.
13.	25 MPH Speed Sign	R2-1	24"x30"	\$ 17.95ea.	\$ 33.25ea.
14.	30 MPH Speed Sign	R2-1	24"x30"	\$ 17.95ea.	\$ 33.25ea.
15.	35 MPH Speed Sign	R2-1	24"x30"	\$ 17.95ea.	\$ 33.25ea.
16.	40 MPH Speed Sign	R2-1	34"x30"	\$ 17.95ea.	\$ 33.25ea.
17.	45 MPH Speed Sign	R2-1	24"x30"	\$ 17.95ea.	\$ 33.25ea.
18.	55 MPH Speed Sign	R2-1	24"x30"	\$ 17.95ea.	\$ 33.25ea.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/08/2014

Name & Address of Bidder  
VULCAN SIGNS

P.O. BOX 1850 FOLEY, ALABAMA 36536-1850

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
19.	Speed Zone Ahead	R2-5c	24"x30"	\$ 17.95 ea.	\$ 33.25 ea.
20.	Reduced Speed Ahead	R2-5a	24"x30"	\$ 17.95 ea.	\$ 33.25 ea.
21.	No Parking Anytime	R7-1	12"x18"	\$ 5.06 ea.	\$ 10.21 ea.
22.	Handicap Parking		12"x18"	\$ 6.05 ea.	\$ 10.12 ea.
23.	No Diving		18"x18"	\$ 9.94 ea.	\$ 16.23 ea.
24.	No Parking	R8-3	18"x24"	\$ 10.90 ea.	\$ 19.31 ea.
25.	Road Closed	R11-2	48"x30"	\$ 35.90 ea.	\$ 66.50 ea.
26.	Curve Right	W1-R2	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
27.	Right Reverse Turn	W1-3R	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
28.	Right Reverse Curve	W1-R4	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
29.	Curve Left	W1-R2	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
30.	Left Reverse Turn	W1-3L	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
31.	Left Reverse Curve	W1-4L	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
32.	Winding Road	W1-R5	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
		W1-L5			
33.	Large Arrow Sign	W1-6	48"x24"	\$ 28.72 ea.	\$ 53.20 ea.
34.	Double Head Arrow	W1-7	48"x24"	\$ 28.72 ea.	\$ 53.20 ea.
35.	"T" Symbol Sign (Right or Left)	W2-2	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
36.	Stop Ahead Sign	W3-1a	30"x30"	\$ 21.05 ea.	\$ 39.59 ea.
37.	Stop Ahead Sign	W3-1a	36"x36"	\$ 32.56 ea.	\$ 46.46 ea.
38.	Pavement Ends	W8-3	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
39.	Soft Shoulder	W8-4	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
40.	Playground Sign	W15-1	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
41.	Railroad Advance Warning Sign	W10-1	36" Diameter	\$ 32.23 ea.	\$ 57.45 ea.
42.	Dead End Sign	W14-1	30"x30"	\$ 22.44 ea.	\$ 41.56 ea.
43.	Delineators	Yellow	6"x12"	\$ 2.48 ea.	\$ 3.57 ea.
		No Button	4"x8"	\$ 1.90 ea.	\$ 2.20 ea.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/08/2014

Name & Address of Bidder  
VULCAN SIGNS

P.O. BOX 1850 FOLEY, ALABAMA 365-36

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
44.	Delineator Post	6'	1.12#/ft." Galvanized	\$ 6.13 ea.	\$ ea.
45.	U Channel Traffic Post	10'	2#/ft. Galvanized	\$ 16.84 ea.	\$ ea.
46.	U Channel Traffic Post	12'	3#/ft. Galvanized	\$ 28.77 ea.	\$ ea.
47.	Idle Speed No Wake And Resume Normal Safe Operation (shall be IAW Florida Fish & Wildlife Conservation Commission waterway marker guidelines, www.myfwc.com)		36"x36"	\$ 48.74 ea.	\$ 77.85 ea.
48.	Red Reflectors	No button	Diamond 24"x24"	\$ 14.36 ea.	\$ 26.60 ea.
49.	Typical Type 3 Object Markers	OM-3L OM-3R	12"x36"	\$ 11.05 ea.	\$ 20.50 ea.

**STREET MARKER POST**

Street marker posts shall be hot dipped galvanized, 12 gauge, with 3/8 inch holes on one foot centers.

**12 GAUGE POST DIMENSIONS**

2 1/4" x 2 1/4" x 10 ft.	\$ 26.68 each
--------------------------	---------------

**12 GAUGE BASE POST DIMENSIONS**

2 1/2" x 2 1/2" x 3 ft.	\$ 10.36 each
-------------------------	---------------

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/08/2014

Name & Address of Bidder  
VULCAN SIGNS

P.O. BOX 1850 FOLEY, ALABAMA 36536-1850

**STREET MARKER BLADES**

Street marker blades shall have high intensity prismatic reflective sheeting on one side.

**BLANKS SIZE AND COLOR**

**Yellow blank with black trim:**

24"x 30"	\$ <u>17.95</u>	each
9"x 30"	\$ <u>6.98</u>	each
24"x 24"	\$ <u>14.36</u>	each
18"x 24"	\$ <u>10.90</u>	each
30"x30"	\$ <u>22.44</u>	each

**White blank with black trim:**

36"x48"	\$ <u>43.08</u>	each
12"x18"	\$ <u>5.06</u>	each
18"x24"	\$ <u>10.90</u>	each
24"x30"	\$ <u>17.95</u>	each

**Green blank with white trim:**

48"x18"	\$ <u>21.54</u>	each
60"x18"	\$ <u>26.93</u>	each
24"x30"	\$ <u>17.95</u>	each
9"x48"	\$ <u>11.10</u>	each
9"x42"	\$ <u>9.70</u>	each
9"x36"	\$ <u>8.40</u>	each
9"x30"	\$ <u>6.98</u>	each
30"x30"	\$ <u>22.44</u>	each
36"x36"	\$ <u>32.31</u>	each
12"x18"	\$ <u>5.06</u>	each
18"x24"	\$ <u>10.90</u>	each
60"x30"	\$ <u>44.88</u>	each

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/08/2014

Name & Address of Bidder  
VULCAN SIGNS

P.O. BOX 1850 FOLEY, ALABAMA 36536-1850

**White blank with green trim:**

18"x24" \$ 10.90 each  
12"x18" \$ 5.06 each  
30"x9" \$ 6.98 each  
36"x9" \$ 8.40 each  
24"x30" \$ 17.95 each  
36"x36" \$ 32.31 each

**Brown blank with white trim:**

9"x48" \$ 11.10 each  
9"x42" \$ 9.30 each  
9"x36" \$ 8.40 each  
9"x30" \$ 6.98 each  
24"x30" \$ 17.95 each  
24"x30" \$ 17.95 each  
18"x24" \$ 10.90 each  
30"x30" \$ 22.44 each

**White blank with red border:**

18"x24" \$ 10.90 each  
12"x18" \$ 5.06 each  
24"x30" \$ 17.95 each

**Red Blank with white border:**

6"x 18" \$ 3.02 each

Route marker, blue with yellow trim 24" \$ 19.27 each

**NOTE:**

All prices quoted are to be CASH BID PRICE F.O.B. Public Works Department, 6075 Old Bagdad Highway, Milton, Florida 32570.

**NOTE:**

Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

VULCAN SIGNS

P.O. BOX 1850  
FOLEY, ALABAMA 36536-1850

Company  
800.633.6845

Address

MATTHEW M. MAURIN

Telephone Number

*Matthew M Maurin*  
Representative Signature

SALES MANAGER

Comments: POSTS: 1.12# POSTS 100 PER BUNDLE  
2# & 3# POSTS 50 PER BUNDLE  
SQUARE POSTS 25 PER BUNDLE

SHIPPING: STOCK ITEMS 3-5 DAYS ARO  
NON-STOCK ITEMS 30-45 DAYS ARO

SQUARE POSTS ARE SPECIAL ORDER: 45-60 DAYS ARO

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO  
ADMINISTER OATHS.

1. This sworn statement is submitted to SANTA ROSA COUNTY, FLORIDA  
by MATTHEW M. MAURIN, SALES MANAGER  
(print individual's name and title)  
for VULCAN SIGNS  
(print name of entity submitting sworn statement)

whose business address is P.O. BOX 1850 FOLEY, ALABAMA 36536-1850  
and (if applicable) its Federal Employer Identification Number (FEIN) is 63-0513868. If the entity has no  
FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 8<sup>TH</sup> day of OCTOBER, 2014

Matthew M. Maurin  
(Signature)

Personally known MATTHEW M. MAURIN

Jacquelyn T. Ferrell

or Produced identification \_\_\_\_\_

Notary Public -- State of ALABAMA

My commission expires 09/06/2015

(Type of identification)

JACQUELYNN T. FERRELL

(Printed, typed, or stamped commissioned name of notary public.)

**NOTICE TO BIDDERS  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for signs and reflective sheeting material.

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 AM, October 14, 2014, at which time bids will be opened and read aloud. Bids are to be sealed and clearly labeled "**BID – SIGNS**". Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Questions concerning this request should be directed to Tom Collins at (850) 981-7151.

Specifications and bid form may be secured from Santa Rosa County website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

All prices are firm for a period of one year. After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

**LEGAL NOTICE**

One issue – September 13, 2014 - Press Gazette, September 18, 2014 – Navarre Press,  
and September 18, 2014 – Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street,  
Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/13/2014

All signs shall be fabricated using at a minimum a "High Intensity Prismatic" reflective sheeting material that shall be in accordance with both the current editions of the Florida Department of Transportation specifications and the Manual on Uniform Traffic Control Devices (MUTCD) minimum retroreflectivity levels. The backing shall consist of .080 gauge 5052-H38, aluminum alloy, degreased, etched and treated with alodine 1200. All signs and sign legends must be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation, Federal Highway Administration.

The undersigned agrees to furnish the items requested by you for Santa Rosa County in your invitation to bid, and certifies that the items meets or exceeds specifications called for, except as set out in "EXCEPTIONS TO BID CONDITIONS" and attached to this form.

This agreement may be terminated in writing with 30 days notice by either party.

Name & Address of Bidder

Osborn Associates Inc  
PO Box 912 Logan OH 43138

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
1.	County Route Marker	MI-5	24"x24"	\$ <u>15.24</u> ea.	\$ <u>18.92</u> ea.
2.	JCT	M2-1	21"x15"	\$ <u>7.80</u> ea.	\$ <u>9.80</u> ea.
3.	Arrows	M6-1	21"x15"	\$ <u>7.80</u> ea.	\$ <u>9.80</u> ea.
4.	Stop Sign	R1-1	18"x18"	\$ <u>7.56</u> ea.	\$ <u>10.08</u> ea.
5.	Stop Sign	R1-1	30"x30"	\$ <u>21.00</u> ea.	\$ <u>28.00</u> ea.
6.	Stop Sign	R1-1	36"x36"	\$ <u>30.24</u> ea.	\$ <u>40.32</u> ea.
7.	Stop Sign	R1-1	24"x24"	\$ <u>12.44</u> ea.	\$ <u>17.92</u> ea.
8.	Stop Sign	R1-1	48"x48"	\$ <u>53.76</u> ea.	\$ <u>71.68</u> ea.
9.	All Way Stop	R1-4	12"x6"	\$ <u>1.88</u> ea.	\$ <u>2.34</u> ea.
10.	Yield Sign	R1-2	36"x36"x36"	\$ <u>16.40</u> ea.	\$ <u>20.60</u> ea.
11.	15 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
12.	20 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
13.	25 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
14.	30 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
15.	35 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
16.	40 MPH Speed Sign	R2-1	34"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
17.	45 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
18.	55 MPH Speed Sign	R2-1	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/13/2014

Name & Address of Bidder

Osborn Associates, Inc.  
PO Box 912 Logan, OH 43138

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
19.	Speed Zone Ahead	R2-5c	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
20.	Reduced Speed Ahead	R2-5a	24"x30"	\$ <u>17.80</u> ea.	\$ <u>22.40</u> ea.
21.	No Parking Anytime	R7-1	12"x18"	\$ <u>5.34</u> ea.	\$ <u>6.72</u> ea.
22.	Handicap Parking		12"x18"	\$ <u>5.34</u> ea.	\$ <u>6.72</u> ea.
23.	No Diving		18"x18"	\$ <u>8.01</u> ea.	\$ <u>10.08</u> ea.
24.	No Parking	R8-3	18"x24"	\$ <u>10.68</u> ea.	\$ <u>13.44</u> ea.
25.	Road Closed	R11-2	48"x30"	\$ <u>35.60</u> ea.	\$ <u>44.80</u> ea.
26.	Curve Right	W1-R2	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
27.	Right Reverse Turn	W1-3R	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
28.	Right Reverse Curve	W1-R4	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
29.	Curve Left	W1-R2	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
30.	Left Reverse Turn	W1-3L	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
31.	Left Reverse Curve	W1-4L	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
32.	Winding Road	W1-R5	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
		W1-L5			
33.	Large Arrow Sign	W1-6	48"x24"	\$ <u>28.48</u> ea.	\$ <u>35.84</u> ea.
34.	Double Head Arrow	W1-7	48"x24"	\$ <u>28.48</u> ea.	\$ <u>35.84</u> ea.
35.	"T" Symbol Sign (Right or Left)	W2-2	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
36.	Stop Ahead Sign	W3-1a	30"x30"	\$ <u>25.50</u> ea.	\$ <u>31.13</u> ea.
37.	Stop Ahead Sign	W3-1a	36"x36"	\$ <u>36.50</u> ea.	\$ <u>31.13</u> ea.
38.	Pavement Ends	W8-3	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
39.	Soft Shoulder	W8-4	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
40.	Playground Sign	W15-1	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
41.	Railroad Advance Warning Sign	W10-1	36" Diameter	\$ <u>32.09</u> ea.	\$ <u>40.32</u> ea.
42.	Dead End Sign	W14-1	30"x30"	\$ <u>22.25</u> ea.	\$ <u>28.00</u> ea.
43.	Delineators	Yellow	6"x12"	\$ <u>1.88</u> ea.	\$ <u>2.34</u> ea.
		No	4"x8"	\$ <u>.75</u> ea.	\$ <u>.99</u> ea.
		Button			

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/13/2014

Name & Address of Bidder

Osburn Associates, Inc.  
Po Box 912 Logan, OH 43138

<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>Size</u>	<u>High Intensity Prismatic</u>	<u>Diamond Grade</u>
44.	Delineator Post	6'	1.12#/ft."	\$ <u>5.85</u> ea.	\$ _____ ea.
		Galvanized			
45.	U Channel Traffic Post	10'	2#/ft.	\$ <u>16.60</u> ea.	\$ _____ ea.
		Galvanized			
46.	U Channel Traffic Post	12'	3#/ft.	\$ <u>27.75</u> ea.	\$ _____ ea.
		Galvanized			
47.	Idle Speed No Wake And Resume Normal Safe Operation (shall be IAW Florida Fish & Wildlife Conservation Commission waterway marker guidelines, www.myfwc.com)		36"x36"	\$ <u>45.40</u> ea.	\$ <u>55.48</u> ea.
48.	Red Reflectors	No button	Diamond 24"x24"	\$ <u>13.44</u> ea.	\$ <u>17.92</u> ea.
49.	Typical Type 3 Object Markers	OM-3L OM-3R	12"x36"	\$ <u>11.31</u> ea.	\$ <u>14.67</u> ea.

**STREET MARKER POST**

Street marker posts shall be hot dipped galvanized, 12 gauge, with 3/8 inch holes on one foot centers.

**12 GAUGE POST DIMENSIONS**

2 1/4" x 2 1/4" x 10 ft.	\$ <u>29.60</u> each
--------------------------	----------------------

**12 GAUGE BASE POST DIMENSIONS**

2 1/2" x 2 1/2" x 3 ft.	\$ <u>9.76</u> each
-------------------------	---------------------

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/13/2014

Name & Address of Bidder

Osborn Associates, Inc.  
PO Box 912, Logan, OH 43138

**STREET MARKER BLADES**

Street marker blades shall have high intensity prismatic reflective sheeting on one side.

**BLANKS SIZE AND COLOR**

**Yellow blank with black trim:**

24"x 30"	\$ <u>16.65</u>	each
9"x 30"	\$ <u>6.30</u>	each
24"x 24"	\$ <u>13.44</u>	each
18"x 24"	\$ <u>10.08</u>	each
30"x30"	\$ <u>21.00</u>	each

**White blank with black trim:**

36"x48"	\$ <u>40.32</u>	each
12"x18"	\$ <u>5.04</u>	each
18"x24"	\$ <u>10.08</u>	each
24"x30"	\$ <u>16.80</u>	each

**Green blank with white trim:**

48"x18"	\$ <u>20.16</u>	each
60"x18"	\$ <u>25.20</u>	each
24"x30"	\$ <u>16.80</u>	each
9"x48"	\$ <u>10.08</u>	each
9"x42"	\$ <u>8.82</u>	each
9"x36"	\$ <u>7.56</u>	each
9"x30"	\$ <u>6.30</u>	each
30"x30"	\$ <u>21.00</u>	each
36"x36"	\$ <u>30.24</u>	each
12"x18"	\$ <u>5.04</u>	each
18"x24"	\$ <u>10.08</u>	each
60"x30"	\$ <u>42.00</u>	each

**SPECIFICATIONS AND BID FORM  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date: 10/13/2014

Name & Address of Bidder

Osborn Associates, Inc.  
PO Box 912 Logan, OH 43138

**White blank with green trim:**

18"x24" \$ 10.08 each  
12"x18" \$ 5.04 each  
30"x9" \$ 6.30 each  
36"x9" \$ 7.56 each  
24"x30" \$ 16.80 each  
36"x36" \$ 30.24 each

**Brown blank with white trim:**

9"x48" \$ 10.08 each  
9"x42" \$ 8.82 each  
9"x36" \$ 7.56 each  
9"x30" \$ 6.30 each  
24"x30" \$ 16.80 each  
24"x30" \$ 16.80 each  
18"x24" \$ 10.08 each  
30"x30" \$ 21.00 each

**White blank with red border:**

18"x24" \$ 10.08 each  
12"x18" \$ 5.04 each  
24"x30" \$ 16.80 each

**Red Blank with white border:**

6"x 18" \$ 3.56 each

Route marker, blue with yellow trim 24" \$ 15.04 each

**NOTE:**

All prices quoted are to be CASH BID PRICE F.O.B. Public Works Department, 6075 Old Bagdad Highway, Milton, Florida 32570.

**NOTE:**

Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

Osborn Associates, Inc.  
Company

PO Box 912, Logan, OH 43138  
Address

740-385-6869  
Telephone Number

  
Representative Signature

Comments: \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO  
ADMINISTER OATHS.

1. This sworn statement is submitted to County Commissioners of Santa Rosa County  
by Steven C. Gastin, Sales Manager  
(print individual's name and title)  
for Osburn Associates, Inc  
(print name of entity submitting sworn statement)

whose business address is 9383 Vanatta Rd, Lynn, OH 43338  
and (if applicable) its Federal Employer Identification Number (FEIN) is 31-1041388. If the entity has no  
FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
- I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Steve C. Gastin  
(Signature)

Sworn to and subscribed before me this 13<sup>th</sup> day of October, 2014.

Personally known  Melinda Thompson

Produced identification \_\_\_\_\_  
Notary Public - State of Ohio  
My commission expires 2-12-2018



**MELINDA THOMPSON**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
**Comm. Expires** \_\_\_\_\_  
**February 12, 2018**  
**Recorded in**  
**Hocking County**  
(Printed, typed, or stamped commissioned name of notary public.)

**NOTICE TO BIDDERS  
SIGNS AND REFLECTIVE SHEETING MATERIAL**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for signs and reflective sheeting material.

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 AM, October 14, 2014, at which time bids will be opened and read aloud. Bids are to be sealed and clearly labeled "**BID – SIGNS**". Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Questions concerning this request should be directed to Tom Collins at (850) 981-7151.

Specifications and bid form may be secured from Santa Rosa County website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

All prices are firm for a period of one year. After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

**LEGAL NOTICE**

One issue – September 13, 2014 - Press Gazette, September 18, 2014 – Navarre Press,  
and September 18, 2014 – Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street,  
Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

# 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: October 7, 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>
FROM:	106 – 3990006	Balance Forward – Economic Development	\$ 1,408,642
	106 – 3990007	Balance Forward – Roads & Drainage	\$ 964,316
TO:	9106 – 5990015	Reserves – Economic Development	\$ 1,408,642
	9106 – 5990016	Reserves – Roads & Drainage	\$ 964,316

**State reason for this request:**

Carries forward prior year Electric Franchise Fee balances \$1,408,642 to Economic Development Reserve; and, \$964,316 to the Road & Drainage Reserve.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-025

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October 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: October 7, 2014

FROM: **District IV Recreation Funds**  
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:	314 - 3990001	Cash Carried Forward	\$ 64,278
To:	2324 - 599001	Reserve for Contingencies	\$ 64,278

**State reason for this request:**

Carries forward authorized but unspent funds set aside for the Navarre Beach Sea Turtle Conservation Center (NBSTCC) as approved at the August 28, 2014 BOCC Regular Meeting.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-026**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 7, 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>(\$ 142,066)</b>
	<b>9106 – 59100401</b>	<b>To Navarre Beach Utility Fund</b>	<b>\$ 142,066</b>
<b>Fund 401:</b>	<b>401 – 3810001</b>	<b>From Electric Franchise Fee Fund</b>	<b>\$ 142,066</b>
	<b>0660 – 599001</b>	<b>Reserve for Contingency</b>	<b>\$ 142,066</b>

**State reason for this request:**

To use Electric Franchise fees set aside for Economic Development to reinstate the needed taps for Holi Corp and make Navarre Beach Utility whole as approved at the October 24, 2014 BOCC Regular Meeting. The total to be paid is \$355,166 in five (5) year increments of \$71,033 beginning in FY2014. This is for FY 2014 and FY 2015.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-027**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_

CHAIRMAN

\_\_\_\_\_

CLERK OF THE COURTS

**MEMO**

**TO:** Board of Commissioners

**FROM:** Shannon Ogletree, Economic Development Director  
Hunter Walker, County Administrator

**DATE:** 10/16/13

**SUBJECT:** Navarre Beach Hotel Incentive

As stated by a recent tourism study completed for the Santa Rosa Tourism Development Council by the UWF Haas Center, tourism is vital to Santa Rosa County in order to maintain a healthy economy. The tourism sector represents our fourth largest sector within the economy, generating over 1,400 jobs with a labor income exceeding \$39 million and over \$113 million in total sales for 2011/2012.

From the conclusion of the "Impact of Tourism on the Santa Rosa Economy", the author states, "it is clear that if Santa Rosa County grows the tourism market it will need to develop additional hotels along the coast. In this regard, the county is not as competitive as others along the Emerald Coast. Although there are a substantial number of condos in the market, the availability of Gulf-front hotels in Santa Rosa is somewhat limited."

The development company Holi Corp is proposing to construct a \$20-\$30 Million 160 room hotel facility with a national affiliation which includes 2,000 square feet of meeting space and a full service restaurant on site. The hotel will create 75 new jobs with an annual payroll of \$1.6 to \$1.8 million. Based upon estimates the one time construction impact will create an additional 400 jobs with a payroll of over \$10 million. And the on-going employment of personnel at the hotel will create an additional 20 jobs in the community, for a total of 95 new jobs with a \$2.9 Million annual new payroll to Santa Rosa County.

In addition to the scope of the project, an estimated \$1.3 million in new bed tax revenue will be generated over a 5-year period for Santa Rosa County. The visitor impact has not been measured at this time, however it is estimated by Visit Florida that tourist will stay an average of 2.8 nights and spend \$110 per day in the local economy.

In the October 3, 2013 letter Holi Corp requested the County waive any utility fees associated with the proposed hotel which includes 160 rooms, 2 pools, and a restaurant totaling 163 taps. The former

Navarre Beach Holiday Inn was destroyed by Hurricanes Ivan and Dennis and owned 252 taps which Holi Corp continued to pay the minimum charges for water and sewer to retain ownership of those taps until February 2011. Holi Corp discontinued payment of minimum charges and according to the tap fee agreement forfeited the utility taps.

The fees associated with restoring the 163 utility tap for the proposed hotel are the monthly minimum fees for water and sewer of \$9,784 and to bring taps current through December 31, 2013 would total \$353,154. The waiver of these minimum payments is problematic in that it sets a precedent regarding payment of minimums and probably more importantly conflicts with the Bond Resolution which funded the construction of the system.

An alternative is to use the Electric Franchise fees set aside for Economic Development to pay this \$353,154 to the Navarre Beach Utility in five (5) year increments (\$70,630/yr). The Navarre Beach Utility is made whole and Holi Corp receives a benefit by not having to bring the fees current to reinstate the needed taps and Economic Development revenue is used over time to support the aforementioned positive economic impacts of the redevelopment of this property.

The number of jobs; the amount of capital investment; the impact of this project on the Navarre economy all point to some type of inducement/concession and the option outlined above seems appropriate. This matter will be discussed at the October 21, 2013 Committee meeting.

## 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: October 7, 2014

FROM: **Enhanced 911 Program 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>From:</b>	<b>105 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 124,969</b>
<b>To:</b>	<b>3420 – 564001</b>	<b>Machinery/Equipment</b>	<b>\$ 28,522</b>
	<b>3420 – 568001</b>	<b>Intangible Assets</b>	<b>\$ 76,297</b>
	<b>3420 – 531001</b>	<b>Professional Services</b>	<b>\$ 20,150</b>

**State reason for this request:**

Carries forward E911 fund balances for previously authorized but uncompleted purchase of Intrado (Positron) Viper system upgrade in the E911 Program Fund.

**Requested by Deb Grinde/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-028**

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

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

\_\_\_\_\_

**BUDGET DIRECTOR**

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Deb Grinde  
**Sent:** Monday, October 13, 2014 3:55 PM  
**To:** Jayne Bell  
**Subject:** RE: Viper

105-3420-568001  
Intangible Assets: \$ 100,297

105-3420-564001  
Machinery & Equip: \$ 24,672

TOTAL: \$124,969

Thanks for your help, Deb!

---

**From:** Jayne Bell  
**Sent:** Monday, October 13, 2014 11:12 AM  
**To:** Deb Grinde  
**Subject:** Viper

Hey Deb,  
Do you know the break out between intangible assets and machinery and equipment? just whenever you can get it to me. I have your budget amendment on standby. ☺ Jayne

---

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: October 8, 2014

FROM: **District 2 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 312:</b>	<b>2322 – 599001</b>	<b>Dist. 2 – Recreation Reserves</b>	<b>(\$ 4,548)</b>
	<b>2322 – 59100001</b>	<b>To General Fund</b>	<b>\$ 4,548</b>
<b>Fund 001:</b>	<b>001 – 3810024</b>	<b>From Dist. 2 Rec Projects</b>	<b>\$ 3,048</b>
	<b>2600 – 552001</b>	<b>Operating Supplies</b>	<b>\$ 3,048</b>
	<b>2600 – 546001</b>	<b>Repairs &amp; Maintenance</b>	<b>\$ 1,500</b>

**State reason for this request:**

Funds purchase to install 4 – 100 watt dusk-to-dawn lights, one 30’ pole, wiring, conduit, and labor expense (\$3,048) and to place a Gulf Power night light at McCallister Park (\$1,500) from District 2 recreational funds approved by Commissioner Cole.

**Requested by Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-029**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Monday, October 06, 2014 10:54 AM  
**To:** Jayne Bell  
**Cc:** Henry Brewton  
**Attachments:** Scan0002.pdf

I need a budget amendment in the amount of \$3,048 to install 4 – 100 watt dusk-to-dawn lights, one 30' pole, wiring, conduit, and labor, expense has been approved from District 2 recreational funds by Commissioner Cole.

Thanks,

Tammy C. Simmons  
Administrative Services Manager  
6075 Old Bagdad Highway  
Milton, FL 32583  
850-983-1858 Phone  
850-623-1331 Fax

---

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.

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Wednesday, October 08, 2014 9:57 AM  
**To:** Jayne Bell  
**Subject:** RE: Gulf Power Light at McCallister Park

You may want to add this to 2015-029. Operating supplies is 552001, Finance will probably change to 546001.

Thank you so much.

**From:** Tammy Simmons  
**Sent:** Thursday, October 02, 2014 11:42 AM  
**To:** Jayne Bell  
**Cc:** Commissioner Cole; Henry Brewton; Avis Whitfield  
**Subject:** Gulf Power Light at McCallister Park

Need budget amendment in the amount of \$1,500 to place a Gulf Power night light at McCallister Park. Commissioner Cole has approved this from his recreation funds.

Tammy C. Simmons  
Administrative Services Manager  
6075 Old Bagdad Highway  
Milton, FL 32583  
850-983-1858 Phone  
850-623-1331 Fax

---

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: October 8, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>Fund 001:</b>	<b>001 – 399001</b>	<b>Cash Carried Forward</b>	<b>\$ 182,175</b>
	<b>9000 – 5910031x</b>	<b>Various – See Attached</b>	<b>\$ 182,175</b>
<b>Fund :31x</b>	<b>31x – 3810011</b>	<b>From General Fund</b>	<b>\$ 182,175</b>
	<b>232x – 599001</b>	<b>Reserve for Contingencies – See Attached</b>	<b>\$ 182,175</b>

**State reason for this request:**

To equally distribute excess revenues from Electric Franchise Fees to each of the five (5) District Projects Funds as approved at the September 11, 2014 BOCC Regular Meeting.

**Requested by Jayne Bell /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-030**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of October, 2014.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

**BA2015-030 (cont)****District Recreation Funds**

Fund 001	<b>District I Capital Projects Fund</b>		
	3990001	Cash Carried Forward	\$ 182,175
	9000-59100311	To District 1 Rec Projects	\$ 36,435
	9000-59100312	To District 2 Rec Projects	\$ 36,435
	9000-59100313	To District 3 Rec Projects	\$ 36,435
	9000-59100314	To District 4 Rec Projects	\$ 36,435
	9000-59100315	To District 5 Rec Projects	\$ 36,435
Fund 311	<b>District II Capital Projects Fund</b>		
	3810011	From General Fund	\$ 36,435
	2321-599001	Reserve for Contingencies	\$ 36,435
Fund 312	<b>District II Capital Projects Fund</b>		
	3810011	From General Fund	\$ 36,435
	2322-599001	Reserve for Contingencies	\$ 36,435
Fund 313	<b>District III Capital Projects Fund</b>		
	3810011	From General Fund	\$ 36,435
	2323-599001	Reserve for Contingencies	\$ 36,435
Fund 314	<b>District IV Capital Projects Fund</b>		
	3810011	From General Fund	\$ 36,435
	2324-599001	Reserve for Contingencies	\$ 36,435
Fund 315	<b>District V Capital Projects Fund</b>		
	3810011	From General Fund	\$ 36,435
	2325-599001	Reserve for Contingencies	\$ 36,435

# 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: October 8, 2014

FROM: **District 4 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 314:</b>	<b>2324 – 599001</b>	<b>Dist. 4 – Recreation Reserves</b>	<b>(\$ 6,853)</b>
	<b>2324 – 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 6,853</b>

**State reason for this request:**

For two (2) individual pieces of playground equipment for the Navarre Sports Complex approved by Commissioner Melvin.

**Requested by Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-031**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Tammy Simmons  
**Sent:** Wednesday, October 08, 2014 10:17 AM  
**To:** Jayne Bell  
**Subject:** FW: Gametime equipment  
**Attachments:** Navarre Sports Complex; 01676-A1 Quote.pdf; 01676-A1 Model (1).pdf; Scan0001.pdf

Project number 410 564001

**From:** Tammy Simmons  
**Sent:** Monday, October 06, 2014 5:28 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton  
**Subject:** FW: Gametime equipment

Can I get a budget amendment on the attached quote from District 4 recreation funds for playground equipment for Navarre Sports Complex? Commissioner Melvin has already approved.

**From:** Tammy Simmons  
**Sent:** Monday, October 06, 2014 7:57 AM  
**To:** Commissioner Jim Melvin  
**Subject:** RE: Gametime equipment

Attached please find a quote for two individual pieces of playground equipment I would recommend to replace the slide that had to be taking down at Navarre Sports Complex. Would you like to approve this purchase from District 4 Recreation Funds?

**From:** Commissioner Jim Melvin  
**Sent:** Thursday, August 14, 2014 4:22 PM  
**To:** Tammy Simmons  
**Subject:** Re: Gametime equipment

About 6,500 to 7,000 would be my preferred range.  
Jim

Sent from my iPad

On Aug 14, 2014, at 4:11 PM, "Tammy Simmons" <[TammyS@santarosa.fl.gov](mailto:TammyS@santarosa.fl.gov)> wrote:

Just to replace the one piece of equipment, we could do something between \$5,000 and \$9,000, we don't have to replace at all if that is your wish. I am looking at a few small items as we have swings and slides already there, something to climb on would give the children a little more variety. If you want me to proceed with replacing I will get you some items to review. How much are you comfortable with dedicating to the replacement of this piece of equipment, this will give me a guide in options to offer you.

**From:** Commissioner Jim Melvin  
**Sent:** Thursday, August 14, 2014 4:07 PM  
**To:** Tammy Simmons  
**Subject:** Re: Gametime equipment

Thanks for the info Tammy. How much money are we talking about?

Sent from my iPad

On Aug 14, 2014, at 10:44 AM, "Tammy Simmons" <[TammyS@santarosa.fl.gov](mailto:TammyS@santarosa.fl.gov)> wrote:

Commissioner Melvin, the photos attached is a piece of playground equipment located at Navarre Sports Complex, we are going to remove and scrap as it is no longer safe. Below is correspondence between John Kilpatrick, certified playground inspector and myself. Would you like me to look for a replacement piece comparable to the piece we are removing, the expense would come from the District 4 recreation funds.

**From:** John Kilpatrick [<mailto:jkilpatrick@jadawsonco.com>]

**Sent:** Thursday, August 14, 2014 9:54 AM

**To:** Tammy Simmons

**Subject:** RE: Gametime equipment

Tammy,

That equipment is pretty old, and would be expensive to repair considering its age. It also would probably not meet current safety guidelines. I would scrap it.

Thanks,  
John

**From:** Tammy Simmons [<mailto:TammyS@santarosa.fl.gov>]

**Sent:** Monday, August 11, 2014 1:15 PM

**To:** John Kilpatrick <[JKilpatrick@jadawsonco.com](mailto:JKilpatrick@jadawsonco.com)> ([JKilpatrick@jadawsonco.com](mailto:JKilpatrick@jadawsonco.com))

**Subject:** Gametime equipment

Please see attached photos on GameTime equipment located at Navarre Sports Complex on Navarre High School Road, what are your thoughts, replace necessary parts or scrap?

Tammy C. Simmons  
Administrative Services Manager  
6495 Caroline Street, Suite J  
Milton, FL 32570  
850-983-1858 (office)  
850-983-1861 (fax)

---

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.

---

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.

<0811141.JPG>

<0811143.JPG>



A PLAYCORE Company

c/o J.A. Dawson & Company  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

QUOTE  
#58918

10/03/2014

### Navarre Sports Complex

Santa Rosa County Parks and Recreation  
Attn: Tammy Simmons  
6075 Old Bagdad Highway  
Milton, FL 32570  
Phone: 850-983-1858  
Fax: 850-983-1861  
tammys@santarosa.fl.gov

Ship To Zip: 32570

Quantity	Part #	Description	Unit Price	Amount
1	6201	Game Time - Tilted Sky Runner (F/S)	\$3,397.00	\$3,397.00
1	6070	Game Time - GT Xcelerator, F/S	\$2,037.00	\$2,037.00
1	INSTALL	Game Time - Installation of Playground Equipment	\$1,950.00	\$1,950.00

US Communities Contract #110179-14  
Contract: USC

SubTotal:	\$7,384.00
Discount:	(\$869.44)
Freight:	\$338.04
<b>Total Amount:</b>	<b>\$6,852.60</b>

**UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

**COLOR SELECTION**

Plastic: \_\_\_\_\_ Upright: \_\_\_\_\_  
 Metal: \_\_\_\_\_ Deck: \_\_\_\_\_  
 Rock: \_\_\_\_\_ Fabric: \_\_\_\_\_

Xtreme Play® Events bounce, spin, rock, or move in a way that children find irresistible, providing extended fitness benefits!



## SkyRun ZipLine



SkyRun Ziplines give children a new way to fly! Features a molded soft-touch seat with an innovative, ramped launch pad at two different lengths. It's an XtremePlay activity that will be an instant playground favorite!

### SkyRun Zip Lines

#5120 75-feet	Coming Soon
#5112 100-feet	Coming Soon

#### ASTM Use Zone:

75-feet: 95' x 24' (29m x 7.3m)  
 100-feet: 120' x 24' (36.5m x 7.3m)

**Recommended Ages:** 5 to 12

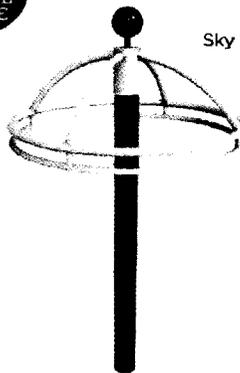
**Fall Height:** 2' (.6m)



## Sky Runner



Tilted Sky Runner



Sky Runner



Mini Sky Runner

### Sky Runners

#6200 Sky Runner	\$2,236
#6201 Tilted Sky Runner	\$3,397
#6202 Mini Sky Runner	\$1,227

**ASTM Use Zone:** Varies by design

**Recommended Ages:** 5 to 12

**Fall Height:** 6' (1.8m)

It's so innovative that we hold both a design and utility patent! Grab the ring, push off, and take a thrilling, spinning adventurous ride! Do not allow users to position themselves on top of SkyRunner.

## GT Xcelerator



### GT Xcelerator

#6070	\$2,037
-------	---------

**ASTM Use Zone:** 14'5" x 17'6" (4.4m x 5.4m)

**Recommended Ages:** 5 to 12

**Fall Height:** 4' (1.2m)

Xcelerator is a single user device. The player moves their body towards the center to create natural "gyro" spinning.

**Navarre Sports Complex**

**QUOTE  
#58918**

10/03/2014

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: **\$6,852.60**

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

Phone: \_\_\_\_\_ Facsimilie: \_\_\_\_\_

**Order Information:**

Bill To: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Ship To: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

FIN# (FEDERAL IDENTIFICATION NUMBER) \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Navarre Sports Complex

QUOTE #58918

10/03/2014

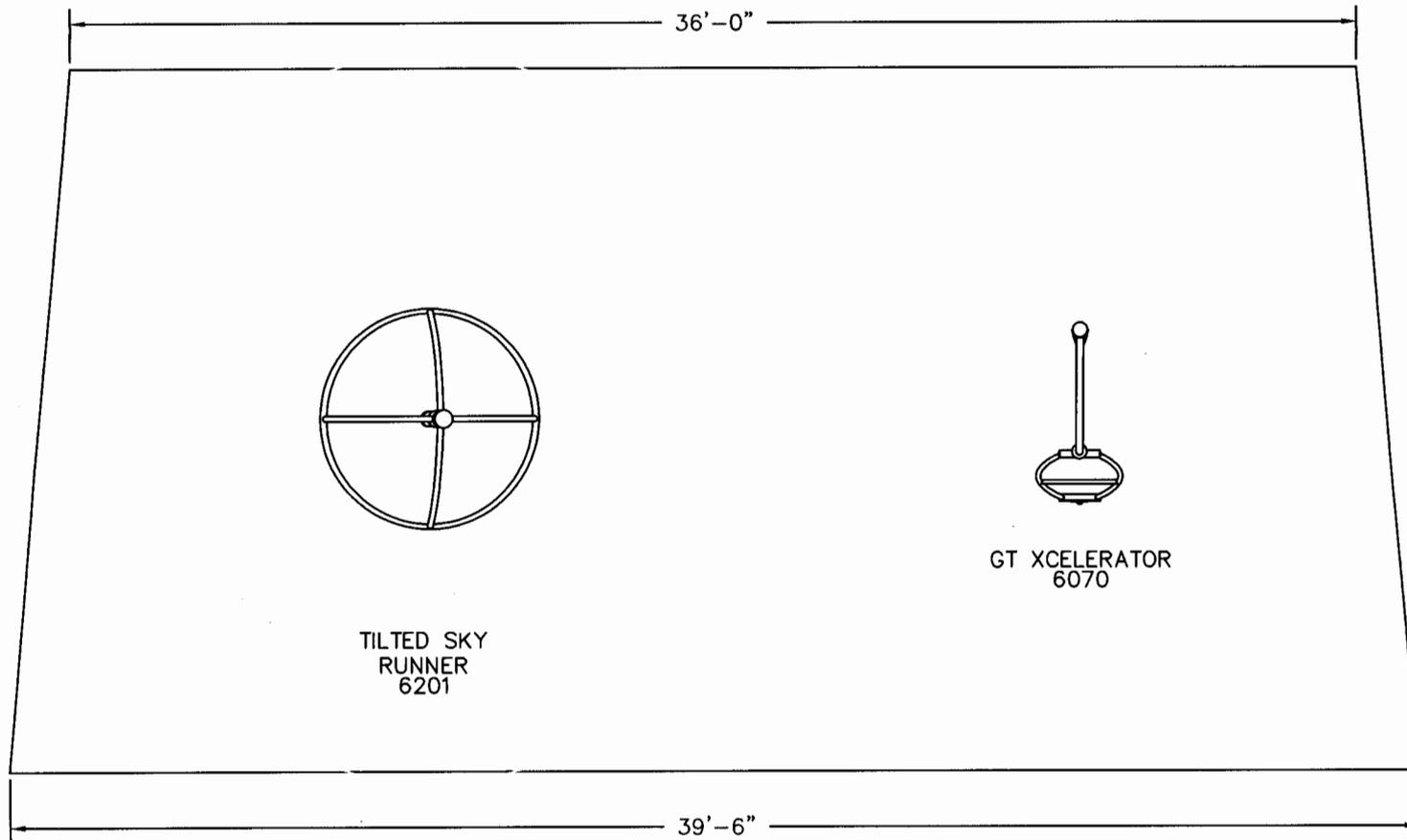
TERMS AND CONDITIONS OF SALE Required for Complete Order: Purchase Order or signed quote, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery. Returned Goods: Returned goods are subject for a restocking fee of 30% in addition to both the outbound and inbound freight charges. Goods must be packaged to protect against damage in transit in accordance with best commercial practices. Labor and material costs to make returned goods merchantable will be deducted from any credit. Returned goods will not be accepted without an authorization number (RGA) assigned by J.A. Dawson & Co., Inc. To be eligible for credit, returned good must be received at manufacturer within 45 days of issuance of a returned goods authorization number. Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage. Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence. TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. J.A. Dawson & Co., Inc. is not responsible for damages or repairs to any form of underground utility or sprinklers. Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges. Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 1/2" over 25'), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional \$1,500.00 will be charged for return trip. Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of \$65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. by others unless specifically contracted. Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. J.A. Dawson & Co., Inc. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed. Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. J.A. Dawson & Co., Inc. is not responsible for removing waste from the property unless specifically contracted. Security: J.A. Dawson & Co., Inc. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. J.A. Dawson & Co., Inc. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

\_\_\_\_\_  
J.A. DAWSON & CO., INC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE



**J.A. Dawson**  
 & Company  
 Your Total Recreation Resource

PO Box 1178  
 Pelham, AL. 35124  
 205.663.5058  
 800.221.8869  
 f. 205663.5012  
 www.jadawsonco.com

**Navarre Sports Complex**

Project Manager:  
**John Kilpatrick**

This play equipment is recommended for children ages  
**5-12**

Minimum Area Required:  
**40' x 20'**

Scale: **NTS**

This drawing can be scaled only when in an 8 1/2" x 11" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
**M. Isbell**

Date:  
**10.3.2014**

Drawing Name:  
**01676-A1**

## 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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>From:</b>	001 – 3990002	Bal. Forward Boating Improvements	\$ 188,052
<b>To:</b>	9001 – 5990012	Florida Boating Improvements – Reserves	\$ 188,052

**State reason for this request:**

Carries forward unspent SRC Boating Improvement Funds to Boating Improvement Fund Reserves.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-032

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 13, 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>
From:	104 – 3315008	Federal Home Program (HUD)	\$ 269,503
To:	0787 – 534004	Substantial Housing	\$ 42,471
	0787 – 5340043	First Time Homebuyer	\$ 227,032

**State reason for this request:**

Recognizes Federal Home Program (HUD) Grant and allocates to Substantial Housing account and First Time Homebuyer account.

**Requested by Erin Malbeck/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-033**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Request Submitted By:

Erin Malbeck

10/2/2014

Housing 2014/2015 Budget

**Carry Forward Balances**  
**Existing Programs**

FUND 104 Grants  
DEPT 787 FED HOME INVEST PART PROG

<b>5340043 First Time Homebuyer</b>	<b>227,032.00</b>
<b>534004 Substantial Rehabilitation</b>	<b>42,471.00</b>
Total	<u><b>269,503.00</b></u>

(Revenue not yet received.)

<b>104</b>
<b>3315008</b>

Per Escambia Consortium/HUD Annual Plans  
2009-2013

Budget Amendment

2015-033

FUND 113 SHIP  
DEPT 780 SHIP Program Fund

<b>5340043 First Time Homebuyer</b>	<b>218,203.00</b>
<b>534004 Substantial Rehabilitation</b>	<b>453,309.00</b>
<b>5340041 Emergency Repair</b>	<b>104,307.00</b>
Total	<u><b>775,819.00</b></u>

<b>Funds have been received.</b>
<b>Prior Year Revenue</b>

Remaining Program Funding  
2012, 2013, & 2014

2015-034

# 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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	113 – 3990001	Cash Carried Forward	\$ 775,819
To:	0780 – 5340043	First Time Homebuyer	\$ 218,203
	0780 – 534004	Substantial Housing	\$ 453,309
	0780 – 5340041	Emergency Repair	\$ 104,307

**State reason for this request:**

Carries forward funds from prior year and allocates to First Time Homebuyer account, Substantial Housing account, and Emergency Repair account in the Ship Program Fund.

**Requested by Erin Malbeck/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-034**

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

Comment: \_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of **October, 2014**.

ATTESTED:  
\_\_\_\_\_  
CLERK OF THE COURTS

\_\_\_\_\_  
CHAIRMAN

Request Submitted By:

Erin Malbeck

10/2/2014

Housing 2014/2015 Budget

Carry Forward Balances  
Existing Programs

FUND	104 Grants		
DEPT	787 FED HOME INVEST PART PROG		
	<b>5340043 First Time Homebuyer</b>		<b>227,032.00</b>
	<b>534004 Substantial Rehabilitation</b>		<b>42,471.00</b>
		Total	<u><u>269,503.00</u></u>
	(Revenue not yet received.)		
			<b>104</b>
			<b>3315008</b>
	Per Escambia Consortium/HUD Annual Plans 2009-2013		

Budget Amendment  
2015-033

FUND	113 SHIP		
DEPT	780 SHIP Program Fund		
	<b>5340043 First Time Homebuyer</b>		<b>218,203.00</b>
	<b>534004 Substantial Rehabilitation</b>		<b>453,309.00</b>
	<b>5340041 Emergency Repair</b>		<b>104,307.00</b>
		Total	<u><u>775,819.00</u></u>
	<b>Funds have been received.</b>		
	<b>Prior Year Revenue</b>		
	Remaining Program Funding 2012, 2013, & 2014		

2015-034

# 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: October 13, 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>
From:	104 – 33450085	Defense Reinvestment Grant (DRG)	\$ 32,349
To:	0793- 5340075	Defense Reinvestment Grant Project	\$ 32,349

**State reason for this request:**

Authorizes remainder of 2014 DRG 14-02 for October and November through contract end (11/12/14).

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-035**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of October, 2014.*

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 12:34 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; 'Dick Hohorst'  
**Subject:** Budget Rollover Request - 2014/2015 - DRG Grant (Oct/Nov)

Jayne,

Please process the following budget amendment:

104 - 33450085	Defense Reinvestment Grant (DRG)	\$32,349
0793 - 5340075	Defense Reinvestment Grant Project	\$32,349

Authorizes remainder of 2014 DRG Grant (14-02) for October and November through contract end (11/12/2014).

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990031	Tree Mitigation Carry Forward	\$ 21,150
To:	9001 – 5990029	Reserve Tree Mitigation	\$ 21,150

**State reason for this request:**

Carries forward unspent funds from Tree Mitigation revenues to be used for the purposes of purchasing, planting and maintaining trees on public property. Funds may also be used for the creation of landscape plans involving the planting of trees on public property, and for any other tree conservation or planting activity approved by the Santa Rosa Board of County Commissioners.

**Requested by Beckie Cato /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-036

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Beckie Cato  
**Sent:** Wednesday, October 01, 2014 9:21 AM  
**To:** Jayne Bell  
**Subject:** tree fund

Good morning, Jayne!

I see a reminder on my calendar that I need to ask you to carry forward what is in the tree fund.

Thanks,

*Beckie*

Beckie Cato, AICP  
Director  
Community Planning, Zoning, and Development  
(850) 981-7077

How is our customer service?

<http://www.santarosa.fl.gov/customerservice/survey.html>

---

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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2322 – 5990001	Reserve for Contingencies	(\$ 5,374)
To:	2322 – 5630034	Bagdad Mill Site Improvements	\$ 5,374

**State reason for this request:**

Authorized but unspent funds for miscellaneous (\$788) and permit expenses (\$4,586) for the Bagdad Mill Site Park in District II Projects Fund.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-037**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day Of **October, 2014**.

ATTESTED:

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

\_\_\_\_\_  
CHAIRMAN

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 1:06 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Tammy Simmons  
**Subject:** Budget Rollover Request - 2014/2015 - Bagdad Mill Site Permitting/Misc

Jayne,

Please process the following budget amendment:

312 – 3990001	Cash Carried Forward	\$5,374
2322 – 5630044	Bagdad Mill Site	\$5,374

Carries forward unspent prior year funds for miscellaneous (\$788) and permit expenses (\$4,586) for the Bagdad Mill Site Park.

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	312 – 3990001	Cash Carried Forward	\$ 5,600
To:	2322 – 5630044	Bagdad Mill Site Improvements	\$ 5,600

**State reason for this request:**

Carries forward donations received in FY 2013 from the Bagdad Waterfront Florida Partnership and the Blackwater Pyrates organizations and authorizes for expenditure for improvements to the Bagdad Mill Site Park.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-038**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 1:38 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Tammy Simmons  
**Subject:** Budget Rollover Request - 2014/2015 - Bagdad Mill Site Donations

Jayne,

Please process the following budget amendment:

312 – 3990001	Cash Carried Forward	\$5,600
2322 – 5630044	Bagdad Mill Site	\$5,600

Carries forward donations receipted in FY 2013 from the Bagdad Waterfront Florida Partnership and the Blackwater Pyrates organizations and authorizes for expenditure for improvements to the Bagdad Mill Site Park.

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	107 – 3990001	Cash Carried Forward	\$ 207,430
To:	4010 – 534001	Other Contracts	\$ 207,430

**State reason for this request:**

Carries forward unspent loan proceeds and TDC cash carry forward of \$350,000 less \$242,606.25 (\$228,150 for CSX crossing improvements expended in FY 2012 and \$14,456.25 for sidewalk paving in FY 2014) for completion of the Milton/Bagdad connector including Henry Street improvements. Also recognizes refund from CSX in the amount of \$100,036.64 which reflects actual cost of Henry Street rail ped crossing improvements.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-039**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: October 20, 2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

**Jayne Bell**

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 1:46 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Stephen Furman; Vernon Compton; Susan Poggione  
**Subject:** Budget Rollover Request - 2014/2015 - Milton/Bagdad Connector

Jayne,

Please process the following budget amendment:

From:	107 - 3990001	Cash Carried Forward	\$207,430
To:	4010 - 534001	Other Contracts	\$207,430

Carries forward unspent loan proceeds and TDC cash carry forward of \$350,000 less \$242,606.25 (\$228,150 for CSX crossing improvements expended in FY 2013 and \$14,456.25 for sidewalk paving in FY 2014) for completion of the Milton/Bagdad connector including Henry St improvements. Also recognizes refund from CSX in the amount of \$100,036.64 which reflects actual cost of Henry Street rail ped crossing improvements.

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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 the following budget amendments:

REQUESTER ACTION

DATE: October 13, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
<b>From:</b>	<b>312 – 33139014</b>	<b>CPI Grant</b>	<b>\$ 30,000</b>
	<b>312 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 30,000</b>
<b>To:</b>	<b>2322 – 5630044</b>	<b>Bagdad Mill Site</b>	<b>\$ 60,000</b>

**State reason for this request:**

Carries forward District II Recreation Funds match and recognizes CPI grant revenue for expenditure in FY 2015.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-040**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 1:14 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton; Tammy Simmons  
**Subject:** Budget Amendment Request - Coastal Partnership Initiative Grant - Bagdad Mill Site Phase I Construction

Jayne,

Please carry forward the budget for the Coastal Partnership Initiative Grant for Phase I Construction of the Bagdad Mill Site Facilities as follows:

312 – 33139014	CPI Grant	\$30,000
312 – 3990001	Cash Carried Forward	\$30,000
2322 – 5630044	Bagdad Mill Site	\$60,000

Carries forward District II Rec funds match and recognizes CPI grant revenue for expenditure in the 2015 fiscal year.

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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: October 13, 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>
From:	104 – 3342003	Defense Infrastructure Grant	\$ 433,628
To:	4011 - 5610011	DIG Land Acquisition	\$ 433,628

**State reason for this request:**

Recognizes remainder of 2011-2012 Defense Infrastructure Grant Award (DIG 12-02) in the amount of \$126,369.25 and 2012-2013 Defense Infrastructure Grant Award (DIG 13-05) in the amount of \$200,000 and 2013-2014 DIG Award (DIG 14-01) in the amount of \$200,000 to purchase land or obtain restrictive easements around Whiting Field as identified in the Joint Land Use Study (JLUS) agreement.

**Requested by Sheila Harris/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-041**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of **October, 2014**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

## Jayne Bell

---

**From:** Sheila Harris  
**Sent:** Monday, October 13, 2014 3:20 PM  
**To:** Jayne Bell  
**Cc:** Henry Brewton  
**Subject:** Budget Rollover Request - 2014/2015 - DIG Grants

Please carry forward unspent budget authorization as listed below associated with prior year's Defense Infrastructure Grant awards.

From: 104-3342003      Defense Infrastructure Grant      \$433,628

To: 4011 - 5810061      DIG Land Acquisition      \$433,628

Recognizes remainder of 2011-2012 DIG Award (DIG 12-02) in the amount of \$126,369.25, 2012-2013 DIG Award (DIG 13-05) in the amount of \$200,000, and 2013-2014 DIG Award (DIG 14-01) in the amount of \$200,000 to purchase land or obtain restrictive easements around Whiting Field as identified in the Joint Land Use Study (JLUS) agreement.

Thank you,

Sheila A. Harris, Special Projects/Grants  
Santa Rosa County BOCC  
6495 Caroline Street, Suite H  
Milton, Florida 32570  
(850) 983-1848 (850) 393-5239 (Cell)  
(850) 983-1944 Fax  
[sheilah@santarosa.fl.gov](mailto:sheilah@santarosa.fl.gov)

---

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: October 13, 2014

FROM: **General Fund/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>From: 312</b>	2322 – 599001	Reserve for Contingencies	(\$ 46,991)
	2322 – 59100302	To General Fund	\$ 46,991
<b>To: 001</b>	001 -3810024	From District II Funds	\$ 46,991
	9001 – 599001	Reserve for Contingencies	\$ 46,991

**State reason for this request:**

To pay back the General Fund from District II Project Funds borrowed in FY 2014 for the purchase of arena panels and bleachers for the June Ates arena as approved at the October 24, 2013 BOCC Regular Meeting.

**Requested by Jayne Bell /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-042**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23<sup>rd</sup> day of October, 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: October 14, 2014

FROM: **District Recreation Funds**  
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:	Various	See Attached - Cash Carried Forward	\$ (50,000)
To:	Various	See Attached - Reserves	\$ (50,000)

**State reason for this request:**

To correct mathematical error on Budget Amendment 2015-023.

**Requested by Jayne Bell/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-043**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.***

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

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

**BA2015-043 (cont)****District Recreation Funds**

Fund 311	<b>District I Capital Projects Fund</b>			
	3990001	Cash Carried Forward	\$	(10,000)
	2321-599001	Reserve for Contingencies	\$	(10,000)
Fund 312	<b>District II Capital Projects Fund</b>			
	3990001	Cash Carried Forward	\$	(10,000)
	2322-599001	Reserve for Contingencies	\$	(10,000)
Fund 313	<b>District III Capital Projects Fund</b>			
	3990001	Cash Carried Forward	\$	(10,000)
	2323-599001	Reserve for Contingencies	\$	(10,000)
Fund 314	<b>District IV Capital Projects Fund</b>			
	3990001	Cash Carried Forward	\$	(10,000)
	2324-599001	Reserve for Contingencies	\$	(10,000)
Fund 315	<b>District V Capital Projects Fund</b>			
	3990001	Cash Carried Forward	\$	(10,000)
	2325-599001	Reserve for Contingencies	\$	(10,000)

# 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: October 15, 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	(\$ 5,922)
To:	3410 -- 5460029	R & M – Tower – ICP Funding	\$ 5,922

**State reason for this request:**

Reallocate ICP funds authorized but incomplete for improvements to the south tower site in order to bring R56 grounding compliance.

**Requested by: Brad Baker /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-044**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 15, 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>
<b>From:</b>	<b>001 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 64,171</b>
	<b>105 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 231</b>
<b>To:</b>	<b>3410 – 568001</b>	<b>Intangible Assets</b>	<b>\$ 1,690</b>
	<b>3410 – 546001</b>	<b>Repair &amp; Maintenance</b>	<b>\$ 15,438</b>
	<b>3410 – 531001</b>	<b>Professional Services</b>	<b>\$ 47,043</b>
	<b>3420 – 546001</b>	<b>Repair &amp; Maintenance</b>	<b>\$ 231</b>

**State reason for this request:**

Carry forward and reallocate unspent funds previously authorized but not completed for the 911 Emergency Communication CAD System.

**Requested by: Brad Baker /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-045**

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

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

**BUDGET DIRECTOR**

BUDGET COMMITTEE ACTION

DATE: 10/20/14

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 16, 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>From:</b>	<b>104 – 3314901</b>	<b>Community Transportation Grant</b>	<b>\$ 188,086</b>
	<b>104 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 18,000</b>
<b>To:</b>	<b>2310 – 5340018</b>	<b>Community Transportation</b>	<b>\$ 206,086</b>

**State reason for this request:**

Recognizes Community Transportation Grants FY2011/2012 (\$29,412) and remaining FY2012/2013(\$158,674) and local match (\$18,000) from the General Fund.

**Requested by Shawn Ward /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-046**

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 16, 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: 104</b>	<b>104 – 3990001</b>	<b>Cash Carried Forward</b>	<b>\$ 54,033</b>
	<b>2310 – 564001</b>	<b>Machinery &amp; Equipment</b>	<b>\$ 54,033</b>

**State reason for this request:**

To carry forward local match as required by Section 5310 Notification of Funding for the purchase of public transportation replacement vehicles and allocate for expenditure as approved at the July 24, 2014 BOCC Regular Meeting.

**Requested by Shawn Ward /s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-047**

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

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

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

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

***PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 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: October 15, 2014

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

ADDITION:  
MODIFICATION: X  
DELETION:  
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	111 – 3990001	Cash Carried Forward	\$ 2,576,403
To:	2104 – 5630041	Multi-Purpose Paths	\$ 229,876
	2104 – 5630037	Five Points Project	\$ 49,876
	2104 – 5990024	Area 1 Reserves	\$ 333,937
	2104 – 5990025	Area 2 Reserves	\$ 65,689
	2104 – 5990026	Area 3 Reserves	\$ 1,893,426
	2104 – 5990027	Impact Fee Admin Reserves	\$ 3,599

**State reason for this request:**

Carries forward Impact Fee Fund balance of \$2,576,403 and distributes \$229,876 into Multi-Purpose Paths, \$49,876 into Five Points Project, \$333,937 into Area 1 Reserves, \$65,689 into Area 2 Reserves, \$1,893,426 into Area 3 Reserves, and \$3,599 into the Admin Reserves.

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

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-177

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

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

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 10/20/2014

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

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of October, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.