

July 20, 2015

ECONOMIC DEVELOPMENT COMMITTEE

1. Update on Gulf Power Florida First Sites Program by Rick Byars and Jennifer Conoley.

No support documentation for this agenda item.

July 20, 2015

ADMINISTRATIVE COMMITTEE

1. Briefing on County Administrator recruitment by Florida Association of County Managers (FACM).
2. Discussion of Resolution adopting Interlocal Agreement creating the Florida-Alabama Transportation Planning Organization and authorize execution of relevant documents.
3. Discussion of renewal of lease with The Longleaf Alliance, Inc. for property located at 8831 Whiting Field Circle.
4. Discussion of the Navarre Pedestrian Bridge project funded by FDOT Transportation Alternatives Program.
5. Discussion of rescheduling Tuesday, August 25, 2015 MSBU rate hearing to Monday, August 24, 2015 at 6:00 p.m. due to conflict with Gulf Consortium meeting.
6. Discussion of status of conflict resolution process with City of Gulf Breeze pursuant to Resolution 2015-32.
7. Presentation on 2015 Annual Update to Local Mitigation Strategy and Flood Mitigation Plans - **Thursday Meeting**
8. Discussion of approval of the Plan for Public Information (PPI) and replacing the current Public Information Outreach Strategy in Appendix Q of the Flood Mitigation Plan with the PPI as recommended by the Flood Mitigation Plan Task Force.
9. **INFO ONLY:** Public Hearing items scheduled for 9:30 a.m. Thursday, July 23, 2015:

Amendment to Ordinances 2006-18 providing for the establishment of code enforcement system and procedures.



County Administrator Job Announcement

After a 20-year tenure with the current retiring administrator, Santa Rosa County is now accepting résumés for the position of county administrator. The ideal candidate will have strong managerial experience and show high levels of performance in areas that include finance and budget, human resources, economic development, planning/development, information technology, public safety, infrastructure management, customer service and maintaining positive lines of communication at all levels. The successful candidate will be equally committed to both developing employee performance and accountability, as well as ensuring a positive, supportive and respectful working environment for all employees.

Duties include assuring the commissioner's directives are conducted, drafting a recommended county annual operating budget, preparing policy, recommendations approval, preparing meeting agendas, assisting the commission in establishing long and short term goals and objectives, and coordinating efforts with other state, federal, county, municipal and non-profit agencies.

Minimum requirements for the position include graduation from an accredited college or university with a master's degree in public administration or related field; and seven years of responsible experience in local government administration at the level of department head or assistant county administrator or any equivalent combination of training and experience at least seven years of progressively responsible management experience as a county or deputy county administrator, town or city manager; or a bachelor's degree and 10 years related experience.

The salary range for the position is competitive and based on the candidate's qualifications and experience. An excellent benefits package includes participation in the Florida Retirement System, vacation, sick leave, group life insurance, medical insurance, monthly travel stipend, professional dues and conference expenses. Relocation allowance is negotiable.

About Santa Rosa County

Santa Rosa County is situated on the beautiful panhandle of Florida. From our expanding tourism, vibrant farming community, growing industrial presence, to our strong military ties, our 1,174 square miles is home to over 150,000 residents and offers an extraordinary level of quality of life. Our county outperforms many areas of the state with the fourth lowest unemployment, second lowest crime rate and continually top ranking school system. It is no surprise that Santa Rosa County is one of the fastest growing counties in the United States.

Santa Rosa County follows the council-manager form of government. The county administrator is appointed by a five member commission who are elected at large to serve and represent one district and the county as a whole. With an adopted budget of \$103.95 million ([Click here for complete 2014/2015 FY budget](#)), Santa Rosa is organized with six county directors who report to the county administrator and employs approximately 385. [Click here to review the county's 2013/2014 Annual Report](#) or [here to review our community profile](#).

How to Apply

Resumes are due by July 31, 2015. To be considered, please submit a cover letter, résumé with salary history and five professional references to HR@santarosa.fl.gov. Following the filing date, résumés will be screened by a committee and the top applicants presented to the commission for review. Finalists will be interviewed in Santa Rosa County, tentatively slated for late September. For more information, please contact DeVann Cook at devannc@santarosa.fl.gov.

*Equal Opportunity Employer (EOE). Under Florida Open Records Act,
all resumes subject to disclosure.*

Note: Under Florida law, resumes and applications are consider as public documents and must be provided to the media and/or the public on request at any time during the application review or hiring process.

Santa Rosa County Human Resources
6495 Caroline Street, Suite H • Milton, Florida • 32570 • hr@santarosa.fl.gov

Attributes of an Ideal Candidate for County Administrator
Walton County

- **Florida Experience**
- **Knowledge of Florida Issues to Include Panhandle and Coastal Specific Issues**
- **Tourism Experience**
- **Strong Communication Skills – Good Listener**
- **Economic Development Skills**
- **Management Skills**
- **Facilitator – Community Consensus Builder**
- **Get the Job Done Fairly**
- **Team Builder**
- **Create Stability in the Organization**
- **Morale Builder**
- **Commitment**

Florida-Alabama



Transportation Planning Organization

Jayer Williamson
Chairman

Grover C. Robinson, IV
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

July 14, 2015

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

RE: Updated Florida-Alabama Transportation Planning Organization (TPO) Agreement

Dear Mr. Walker:

At the July 8, 2015 regular meeting of the Florida-Alabama TPO, the TPO unanimously authorized TPO Chairman Jaye Williamson to sign the enclosed updated Interlocal Agreement for Creation of the TPO and requested the parties to the agreement to sign the agreement for execution.

The agreement outlines the responsibilities of the parties that make up the TPO membership in carrying out a continuing, cooperative and comprehensive transportation planning process. For an existing metropolitan planning organization, like the Florida-Alabama TPO, the Interlocal Agreement is required to be reviewed and updated if necessary every five years or sooner if needed. The only significant change from the TPO's existing agreement is the addition of a City of Orange Beach councilperson and the Escambia County Area Transit General Manager as voting members of the TPO. The parties to this agreement are the TPO, Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), Escambia County, Santa Rosa County, Baldwin County, Pensacola, Milton, Gulf Breeze, Orange Beach, and Escambia County Area Transit.

The TPO requests that this agreement be placed on the next available County Commission Agenda for approval and authorization for the Commission Chairman to sign and seal six (6) original copies of page 13. Jill Lavender, TPO staff, will be available to attend County Commission meetings if requested. Thank you for your assistance and please contact Jill Lavender at 850-332-7976 Ext. 212 or jill.lavender@wfrpc.org if additional information is needed.

Sincerely,

Mary Robinson
Transportation Director

ENCLOSURES: Interlocal Agreement for Creation of the TPO and Sample Resolution Template



"...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area..."

RESOLUTION #

A RESOLUTION OF THE CITY/COUNTY AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governor of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to this interlocal agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola Urbanized Area;

NOW, THEREFORE, BE IT RESOLVED BY CITY/COUNTY THAT:

The City/County authorizes the Mayor/Commission Chairman or his/her designee to execute the interlocal agreement for creation of the Florida-Alabama TPO.

Passed and duly adopted by the City/County on this XXth day of Month 2015.

CITY/COUNTY

BY: _____
Mayor/Commission Chairman

ATTEST: _____

INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 8th day of July 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT); FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; THE CITIES OF PENSACOLA, GULF BREEZE, MILTON IN FLORIDA and ORANGE BEACH IN ALABAMA; AND ESCAMBIA COUNTY AREA TRANSIT, collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, Title 23 USC §134 and 135, Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21, Sections 1201 and 1202), and regulatory authority in Title 23 CFR 450 et al and Section 339.175, Florida Statutes (F.S.) for Florida parties and Alabama law for Alabama parties, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, and 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL urbanized area, herein after referred to as *the Transportation Planning Organization* or *the TPO*. Further, the parties approved by unanimous votes an apportionment plan and a boundary plan for presentation to the Governors on the 12th day of June 2013 and on the 11th day of December 2013, respectively; and

WHEREAS, pursuant to Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties, the USC and CFR authorities cited above, the Governors of the States of Alabama and Florida, by letter dated on or about the 3rd day of April 2014, jointly approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175, Florida Statute (F.S.), for Florida parties, and Alabama law for Alabama parties, an agreement must be entered into by FDOT, ALDOT,

the TPO, and the governmental entities and public transportation operators, to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process; and

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO; and

WHEREAS, the undersigned FDOT and the local Florida parties have determined that this Interlocal Agreement is consistent with Section 339.175, Florida Statutes (F.S.) for parties in Florida, and Alabama law for parties in Alabama; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with all Federal and State (Florida, and Alabama) statutory requirements set forth in Section 163.01, Florida Statutes (F.S.), relating to Florida parties, and Alabama law relating to Alabama parties, for Interlocal Agreements; now

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

ALDOT means and refers to the Alabama Department of Transportation, agency of the State of Alabama.

FDOT means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23., F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plans (SIPs) of Florida and Alabama, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and 40 CFR Parts 51 and 93 (Final Rules), and Section 339.175, Florida Statute (F.S.) for Florida parties and Alabama law for Alabama parties.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governors of Florida and Alabama for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and all applicable

regulatory provisions of 23 CFR 450 and Section 339.175 of Florida Statutes (F.S.), for Florida parties, and Alabama law for Alabama parties, and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2) and 49 USC §5303, and Section 339.175, Florida Statutes (F.S.) for Florida parties and Alabama law for Alabama parties.

TPO means and refers to the Transportation Planning Organization (TPO) formed pursuant to this Interlocal Agreement as the MPO for the Pensacola FL-AL Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, and 23 CFR §450.324, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governors of Florida and Alabama. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with FDOT and ALDOT, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with both FDOT and ALDOT;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and 135, Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting FDOT and ALDOT in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with FDOT and ALDOT and Consistency with Comprehensive Plans. Title 23 USC 135 and Section 339.175 Florida Statute (F.S.), require that FDOT and ALDOT develop statewide transportation plans, which consider, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statute (F.S.) for Florida parties, Alabama law for Alabama parties, and Title 23 USC 134, specify the authority and responsibility of the TPO and both DOTs, to manage a continuing, cooperative, and comprehensive transportation (3 C) planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by US Code and Codes of Federal Regulations cited herein, the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Florida and Alabama DOTs. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governors of Florida and Alabama is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be Florida-Alabama Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this

Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes (F.S.), in the case of parties within Florida, and the Alabama Open Records Act, Alabama Code §36-12-40 (1975), in the case of parties within Alabama, the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S. for parties within Florida, and Alabama §36-12-40 (1975) for parties within Alabama.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of twenty (20) voting members and two (2) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members –Twenty (20) apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Alabama County Commission whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council,
- 1 member City of Orange Beach City Council,
- 1 member Escambia County Area Transit.

Non-Voting Advisors – The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Southwest Region Engineer. The TPO may appoint other non-voting advisors as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governors of Florida and Alabama, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in US Code and Codes of Federal Regulations and applicable portions of Florida and Alabama law.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) The TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) The TPO may enter into contracts for the performance of service functions of public agencies;
- (c) The TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) The TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) The TPO shall create and appoint a technical advisory committee;
- (b) The TPO shall create and appoint a citizens' advisory committee;

- (c) The TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) The TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with FDOT and ALDOT, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339. 175, Florida Statutes (F.S.) for Florida parties, and other applicable state, federal, and local laws;
- (f) The TPO shall enter into agreements with FDOT and ALDOT, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. ALDOT and FDOT shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. ALDOT and FDOT and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and 49 CFR §18.42. FDOT and the TPO shall also comply with Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, in the case of FDOT and parties within Florida, and the Alabama Open Records Act, in the case of ALDOT and parties within Alabama, made or received by the parties in conjunction with this Agreement.

- (a) Keep and maintain public records that ordinarily and necessarily would be required by FDOT, for parties within Florida, and ALDOT, for parties within Alabama, in order to perform the services being performed by the party.

- (b) Provide the public with access to the public records on the same terms and conditions that FDOT, in the case of parties within Florida, and ALDOT, in the case of parties within Alabama, would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, for parties within Florida, and the law of Alabama for parties within Alabama.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to FDOT and ALDOT all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FDOT and ALDOT in a format that is compatible with the information technology systems of FDOT and ALDOT.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Pensacola (the United States Bureau of the Census designated largest incorporated city), may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The TPO shall contact The Office of the Governor in the states of Florida and Alabama, and the Governors, with the agreement of the remaining members of the TPO, shall determine

whether any reapportionment of the membership is appropriate. The Governors and the TPO shall review the previous TPO designation, applicable federal, state, and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Florida-Alabama Transportation Planning Organization
Post Office Box 9759
Pensacola, FL 32513-9759

- Escambia Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32597-1591

- Santa Rosa Board of County Commissioners
6495 Caroline Street Ste M
Milton, FL 32570

- Baldwin County Board of County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507

- City of Pensacola
180 Government Center
Pensacola, FL 32501

- City of Milton
Post Office Box 909
Milton, FL 32572-0909

- City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562-0640

- Escambia County Area Transit
1515 West Fairfield Drive
Pensacola FL, 32501

- Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-9990

- Alabama Department of Transportation
Post Office Box 303050

Montgomery, AL 36130-3050

- City of Orange Beach
Post Office Box 458
Orange Beach, AL 36561

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement ALDOT and FDOT and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The Florida-Alabama TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a

party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)



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
ROB WILLIAMSON, 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

FROM: ROY V. ANDREWS

DATE: JULY 16, 2015

RE: 8831 WHITING FIELD – 07-20-2015 AGENDA ITEM

Attached hereto are Mr. Couey's public records requests and the documents produced in response, along with excerpt of minutes pertaining to the property.

The lease, which provides for renewals upon agreement of the parties, is also attached.

The records indicate that the County was reimbursed \$292,610.50 from Enterprise Florida, Inc., grant which was intended to minimize encroachments upon the mission at Whiting Field. Copies of the grant documents are also attached.

* * * * *

LEASE AGREEMENT

THIS LEASE AGREEMENT, Entered into this 6th day of July, 2012, A.D., between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, party of the first part, and **The Longleaf Alliance, Inc.**, a non-profit organization, party of the second part, hereinafter referred to as the Lessees, whose Federal Identification Number (F.E.I.D.) is 75-326345.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Milton, Florida, Santa Rosa County, described as follows:

The house and grounds located at 8831 Whiting Field Circle.

1. **TERM:** The term hereof shall be one year, commencing on the 1st day of July, 2012 to and including the 30th day of June, 2013. This agreement may be extended for additional one (1) year periods upon the agreement of both parties. This agreement can be terminated by either party upon written ninety (90) day notice.
2. **RENT:** The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the sum of \$10.00 per year. The rent shall be paid to the Lessor at:

**Santa Rosa County
6495 Caroline St.
Milton, FL 32570**
3. **MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are to be leased in good condition, and will be in good order and repair. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and cooling/heating installations and any other system or equipment upon the premises and Lessee shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excluding the roof, exterior walls, and structural foundations, which will be Lessor's responsibility. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which could otherwise be required to be maintained by Lessor. No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens. Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **UTILITIES:** The Lessee shall pay all water, sewage, trash disposal, power, and electric light rates or charges which may become payable during the term of this lease for the water and electricity used by the Lessee on the premises.
5. **LESSEE'S INSURANCE:** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$500,000 minimum coverage. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require ten (10) days written notice to Lessor prior to cancellation or material change of coverage. Lessee shall also be responsible for insuring its own contents, equipment and furniture.
6. **EXPIRATION OF TERM:** At the expiration of the term, the Lessee will peaceably yield up to the Lessors the demised premises. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, providing the Lessee restores the premises to as good a state of repair as they were prior to the removal.
7. **SUBLETTING AND ASSIGNMENT:** The Lessee may not assign its interest in this lease.
8. **WAIVER OF DEFAULTS:** The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.
9. **RIGHT OF LESSOR TO INSPECT:** The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as it is required to make under the terms of this lease.

- 10. BREACH OF COVENANT:** These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, repossess the same as of its former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed guilty of any manner of trespass and thereupon this lease shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.
- 11. ACKNOWLEDGMENT OF ASSIGNMENT:** That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provide that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages, executed by the Lessor.
- 12. USE OF PREMISES:** The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.
- 13. QUIET ENJOYMENT:** Lessor agrees that upon the payment of the rent and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee may peaceably hold and enjoy the demised premises and the appurtenant facilities, rights, licenses and privileges granted hereunder without let or hindrance by any person or party whatsoever. Lessor further agrees that it will procure and deliver to Lessee the written acknowledgment or any mortgagee or Lessor agreeing that so long as Lessee shall not be in default in the performance of the provisions of this lease, Lessee shall peaceably hold and enjoy the leased premises irrespective of whether or not the mortgagee may foreclose upon its mortgage or may take possession of the leased premises as a mortgagee in possession.
- 14. NOTICES AND INVOICES:** Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid to Lessee at the premises, or Lessor at the address shown below.

Santa Rosa County
6495 Caroline Street
Milton, FL 32570

15. DEFINITION OF TERMS:

- (a) The terms "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns of the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, Sealed and delivered in the presence of: LESSOR: SANTA ROSA COUNTY

AS TO LESSOR

Attest: Mary Johnson
Mary Johnson, Clerk



By: Jim Williamson
Jim Williamson, Chairman

BCC Approved 6-28-12

LESSOR: THE LONGLEAF ALLIANCE, INC.
By: Rhett Johnson
Name: Rhett Johnson
Title: President

AS TO LESSEE:

Verna Compton
Name: Verna Compton

Steen Bennett
Name: Steen Bennett



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: Shawn Ward, Transportation Planner
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Navarre Pedestrian Overpass Discussion
DATE: July 15, 2015

BACKGROUND

In March 2012, the BOCC submitted a Transportation Alternatives Program (TAP) application to the Florida – Alabama Transportation Planning Organization (FL-AL TPO) for consideration of the Navarre Pedestrian Bridge.

The pedestrian bridge as proposed by Commissioner Melvin was approximately 220 ft span over US Hwy 98 utilizing a pre-fab box truss type pedestrian bridge with stair towers and elevators on each end. Property on the north end will have to be purchased with the south end landing on County property. County staff estimated \$15,000 for a warrant study and the total estimated cost was approximately \$2.4 million.

Each year, the Florida – Alabama Transportation Planning Organization (FL-AL TPO) and Florida Department of Transportation requests an application and resolution of support from local governments for projects to be funded through the TAP Program. Once they are received, the TPO ranks the projects based on adopted criteria. The TPO submits the priority list to the Florida Department of Transportation (FDOT) for consideration in the FDOT Five Year Work Program.

The Tentative FY15-19 FDOT Five Year Work Program released in November 2013 funded 2.8 million for the proposed project beginning in 2015 with construction in 2018; however, the Tentative FY16-20 FDOT Five Year Work Program released in November 2014 completely removed the project funding from the FDOT Work Program. The following explanation was provided: "Since FDOT anticipated some major impacts to adjacent properties and utilities in the location identified for the crossing, funding in the FDOT Work Program was moved to

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
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"One Team, One Goal, One Mission"

other projects in the region until further details are developed during the development of the plans. It is FDOT's intent to introduce the funds back into the Work Program the next cycle and present to the TPO. At that point, design of the project will have progressed to a point where details associated with the cost, R/W needs, and utility impacts can be further defined". A warrant study was not completed.

The Transportation Alternatives Program (TAP) authorized under Section 1122 of MAP-21 provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

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

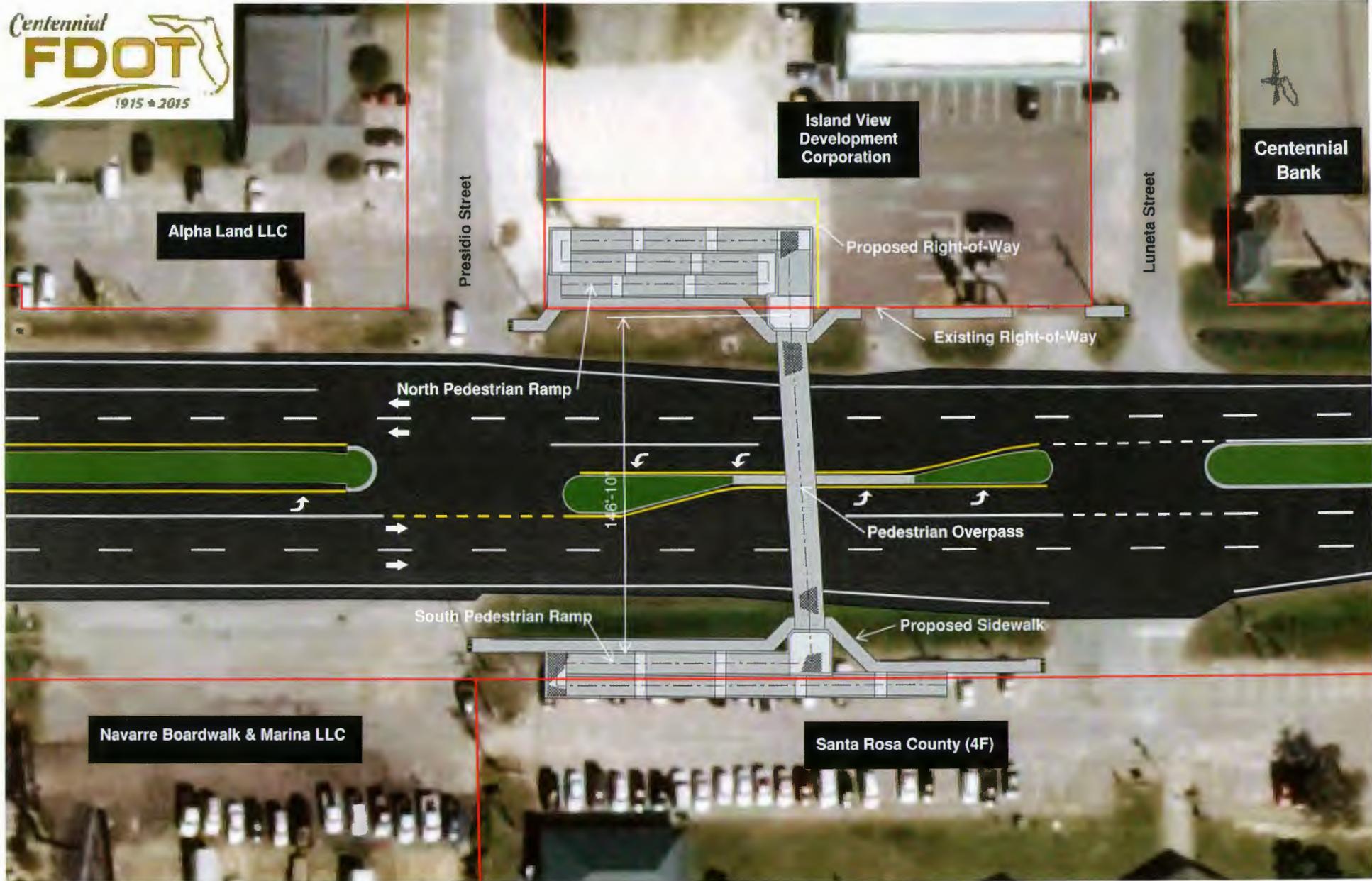
**Community Planning,
Zoning & Development**
Rebecca Cato
Director

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

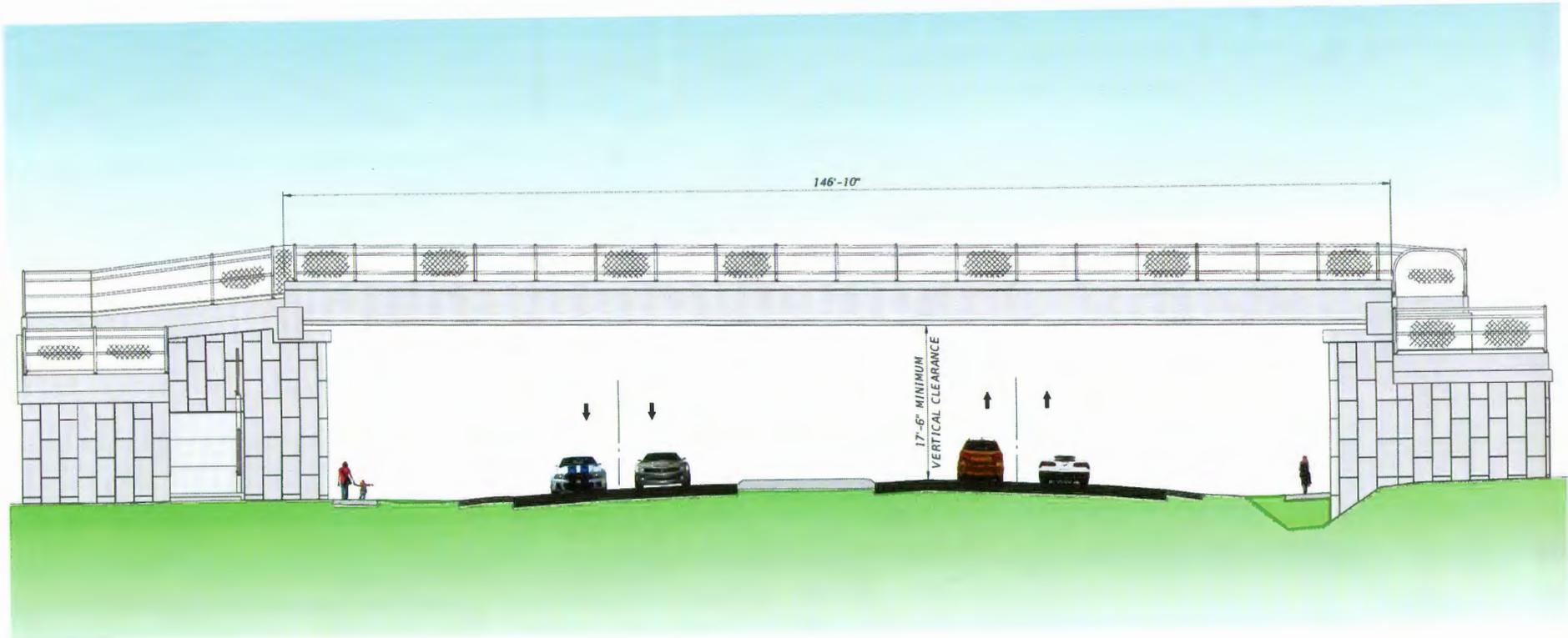
Veterans Services
Karen Haworth
Director

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

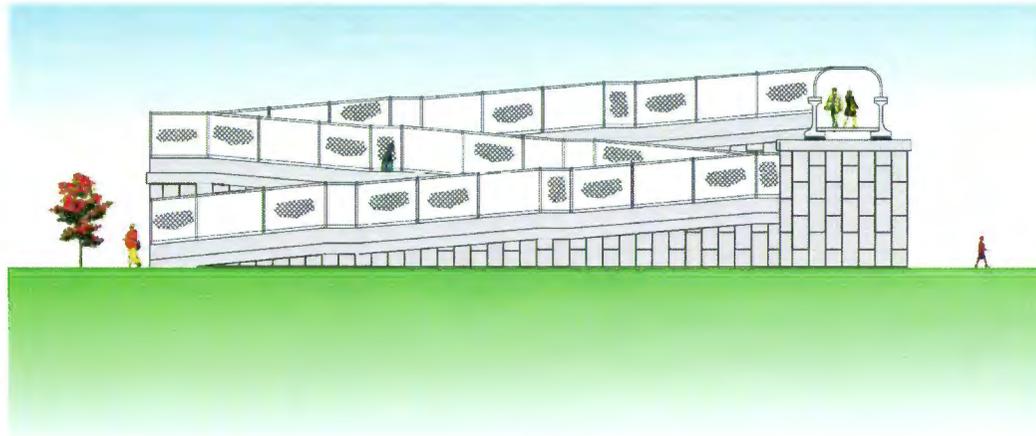
"One Team, One Goal, One Mission"



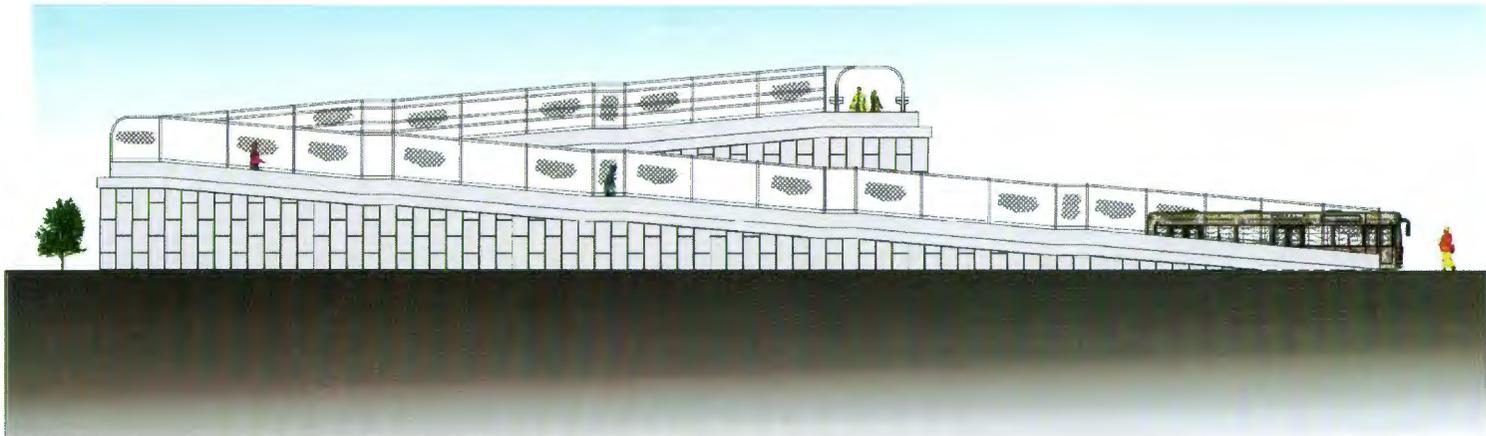
**S.R. 30 (U.S. 98 / Navarre Parkway)
Pedestrian Overpass**



**S.R. 30 (U.S. 98 / Navarre Parkway)
Pedestrian Overpass**



North Ramp



South Ramp

**S.R. 30 (U.S. 98 / Navarre Parkway)
Pedestrian Overpass**

No support documentation for this agenda item.



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
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District 5

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

June 30, 2015

CERTIFIED MAIL

The Honorable Matt Dannheisser
Mayor, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Re: Conflict Resolution Regarding Conditional Use for Expansion of
Wastewater Treatment Plant 2012-CU-017

Dear Mayor Dannheisser:

The Board of County Commissioners of Santa Rosa County on June 25, 2015, passed a Resolution, a certified copy of which is attached hereto, to initiate Conflict Resolution Procedures pursuant to Chapter 164 of the Florida Statutes.

The conflict consists of the City's announced intention to not perform the conditions required for issuance of the above described conditional use.

In accordance with F.S. §164.1052, Santa Rosa County proposes a meeting on July 14, 2015, 9:00 a.m. to 12:00 p.m., at the Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida. Santa Rosa County suggests that Hunter Walker, Santa Rosa County Administrator, Roy Andrews, Santa Rosa County Attorney, and Lane Lynchard, Vice Chairman of the Santa Rosa County Commission, meet with Mayor Matt Dannheisser, Buzz Eddy, City Manager, and Mike Stebbins, Gulf Breeze City Attorney.

Please contact my office at (850) 983-1877 with any questions.

Sincerely,

Lane Lynchard
Vice Chairman

LL/mba
Attachment

RESOLUTION NO. 2015- 32

A RESOLUTION OF SANTA ROSA COUNTY TO INITIATE CONFLICT RESOLUTION PROCEDURES WITH THE CITY OF GULF BREEZE, FLORIDA, REGARDING THE PERFORMANCE OF CONDITIONS REQUIRED FOR CONDITIONAL USE 2012-CU-017 ALLOWING EXPANSION OF A WASTEWATER TREATMENT FACILITY (PUBLIC UTILITY) WITHIN A RESIDENTIAL (R-1) ZONING DISTRICT

WHEREAS, Conditional Use 2012-CU-017 was granted by the Santa Rosa County Board of County Commissioners on December 3, 2012 allowing the expansion of a wastewater treatment facility by the City of Gulf Breeze on parcel numbers 31-2S-28-0000-02900-0000 & 32-2S-28-0000-00400-0000; and

WHEREAS, the Conditional Use was granted with the requirement that the City of Gulf Breeze perform certain conditions set forth in the letter dated January 2, 2013, which is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, Representatives of the City of Gulf Breeze have informed the Board of Commissioners of Santa Rosa County that certain of the conditions will not be performed; and

WHEREAS, Santa Rosa County requires that all conditions of the Conditional Use be performed; and

WHEREAS, there is thus a conflict between Santa Rosa County and the City of Gulf Breeze.

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

1. Santa Rosa County intends to and by this resolution does initiate the conflict resolution procedures as set forth in §164.1052 Florida Statutes.

PASSED AND ADOPTED by the Santa Rosa County Board of County Commissioners on a vote of 4 yeas, 0 nays, and 1 absent, in regular session, this 25th day of June, 2015.

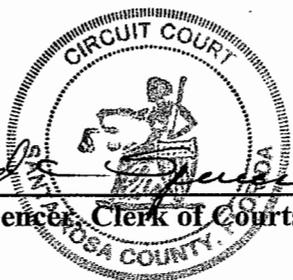
**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: _____

[Signature]
Lane Lynchard, Vice-Chairman

ATTEST:

[Signature]
Donald C. Spencer, Clerk of Courts





Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

January 2, 2013

City of Gulf Breeze
Buzz Eddy or Thomas Lambert, P.E.
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: Conditional Use Application 2012-CU-017

Dear Sirs,

The Santa Rosa County Board of County Commissioners (BOCC) made the following determinations at their meeting held on December 13, 2012, for the property located at 1170 Circle Lane, Gulf Breeze, Florida, and identified as parcel numbers 31-25-28-0000-02900-0000 & 32-25-28-0000-00400-0000:

The Conditional Use, as presented at the meeting, to allow the expansion of a wastewater treatment facility (public utilities) to be located within an R1 zoning district has been approved with conditions to include the following:

- 1) The conditional use is reduced from 46 to less than 15 acres.
- 2) The new west course will be designed without a road from College Parkway to Maplewood.
- 3) The City of Gulf Breeze will not ask for approval to place a tower of any kind on this property. They have no plans for a tower of any kind on the Tiger Point property.
- 4) The City of Gulf Breeze can commit to no commercial (i.e. private commercial operation like a gas station) on this property.
- 5) The out of play areas will be heavily landscaped with native trees like pines and live oaks. (They (the City of Gulf Breeze) will work with a representative or representative committee from SRSB on plans for landscaping improvements.)
- 6) The City of Gulf Breeze is absolutely committed to restoring the back 9 on the west course and to rebuilding the front 9 holes on the west as well. (They will need to design these improvements and make a significant commitment of funds to make this happen. Unless they experience another catastrophe like Ivan or an oil spill resulting in a crash of the golf market, we will have this project completed in 2-3 years. They will be happy to discuss plans and take input on the course layout from a representative or representative committee from SRSB.)
- 7) The reconstruction of the west course will probably result in all new or resurfaced cart paths.
- 8) The City of Gulf Breeze will evaluate the installation of lights on the driving range.
- 9) The City of Gulf Breeze will repair / replace existing fencing. (They will work with the HOA relative to plans for new fencing.)
- 10) The City of Gulf Breeze will do a better job maintaining the fence line from College Parkway around the front 9 holes.
- 11) The management group that operates the golf course will be directed to continue their "roundtable" meeting with the various owner groups and to include Santa Rosa Shores in this process.
- 12) The City of Gulf Breeze commits to landscaping projects that shield the treatment facilities from the neighborhood, odor scrubbers and other upgrades as the new facilities are planned. They will consider a pedestrian path if one is desired as we indicated on the draft plans.

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

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



- 13) The City of Gulf Breeze commits to addressing ANY odor issues immediately. They were cleaning, repairing, and upgrading a portion of the treatment facility this past year which took about 8 -10 months. They said that we shouldn't smell any odors at this point. If any residents do smell odors, we need to report it IMMEDIATELY so they can diagnose the issue.
- 14) The City of Gulf Breeze does not have any plans to sell off the driving range but they cannot legally commit to not selling it at some point if they have to from a financial stand point. However, they did commit to giving Paul Stagner first right of refusal on the property and would be interested in a potential lease back if they are forced to sell.
- 15) The City of Gulf Breeze has committed \$200,000.00 in funding for SRSB to use for neighborhood improvements. The funds are approved and available.

Determinations made by the Santa Rosa County Board of Commissioners (BOCC) shall be valid for a period not to exceed thirty-six (36) months and must, therefore, be used by the applicant within the said thirty-six (36) month period per Santa Rosa County Land Development Code Ordinance No. 91-24, Article 2.04.03.

The next stage of the planning process is the site plan review. A site plan application is enclosed for your convenience. For more information regarding the site plan process, please contact me at 850-981-7086. Also, please remove the public hearing sign from the property.

Regards,

Leslie Statler
Planner III

LS/lm

File

Tony Gomillion, Public Service Director



748

Santa Rosa County Board of County Commissioners

Sheila Fitzgerald, Special Projects/Grants Director

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

MEMORANDUM

TO: Hunter Walker
DATE: July 15, 2015
FROM: Sheila Fitzgerald
RE: 2015 Annual Update – Local Mitigation Strategy and Flood Mitigation Plans

At the Thursday July 23, 2015 BOCC meeting, I would like to make a brief presentation on the progress of the Local Mitigation Strategy efforts over the last year to include an evaluation report of the Flood Mitigation Plan. This Annual update is required as part of the Community Rating System (CRS) recertification process and also meets the requirements of the LMS annual update and Flood Mitigation Plan Maintenance.

In addition to providing the annual update, the Board will also be asked to approve the Plan for Public Information (PPI) that was approved by the Flood Mitigation Plan Task Force earlier this year. The CRS Manual was updated in 2013 and one of the changes was to phase out the "Public Information Outreach Strategy", replacing this with the "Plan for Public Information" (PPI). The points available for the different activities within the CRS program have been altered. The PPI is worth a maximum of 350 points making this document and the implementation of the projects within valuable to the citizens of the County.

We are requesting that the Board approve and adopt the PPI and the replacement of the existing Outreach strategy currently located in Appendix Q of the Flood Mitigation Plan with the new PPI.

All relevant documents including copies of both the LMS and Flood Mitigation Plans, the Plan for Public Information (PPI), a copy of the presentation and a copy of the annual Flood Mitigation Plan Evaluation Report are available on the county's LMS page (www.santarosa.fl.gov/lms) and the public was notified of the annual update through a press release on July 15, 2015.

Please let me know if you have any questions.



Local Mitigation Strategy Annual Update to Commissioners

Sheila Fitzgerald
Special Projects/Grants

What is Mitigation?

- Mitigation works to reduce or eliminate long-term risk to human life and property from disasters.
- Also refers to activity which reduces or eliminates the chance of the occurrence or effects of a disaster.

Why is mitigation important?

- Effective Mitigation efforts can break the cycle of disaster damage, reconstruction, and repeated damage.
 - Decreased Property Damage
 - Lives Saved
 - Losses Reduced
 - Societal Disruptions Minimized
 - Legal Liability Reduced
 - Protect Critical Facilities
 - Positive Political Ramifications
- Studies show that every \$1 spent on mitigation initiatives saves \$4 in future loss
 - 2005 Multi-hazard Mitigation Council report (National Institute of Building Science.)

Local Mitigation Strategy

- Florida requires each county, its communities and other potential applicants for mitigation related funding to work together to develop and implement a Countywide Mitigation Plan.
- Local Mitigation planning forms the foundation for short-term and long-term post-disaster recovery and mitigation activities (funding).
 - The plan is necessary to be eligible for hazard mitigation funding.

Local Mitigation Strategy Task Force



Primary Purposes:

- Maintain & update LMS (plan)
- Identify risks
- Develop mitigation priorities to minimize risks
- Prioritize mitigation projects
- Work to fund & complete projects

- Cross-jurisdictional representation & coordination
- Community input
- Next meeting is scheduled for July 23, 2015

Santa Rosa County LMS Plan

- LMS received approval from FEMA and the state of Florida for its 2011-2016 plan in June, 2011.
- The plan will expire on June 9, 2016 and an updated plan draft is due to the state on December 9, 2015. The LMS is currently working on the plan update.
- The plan is reviewed on an annual basis and an update is provided to the Florida Division of Emergency Management no later than January 31 of each year.

Project Progress - Completed

- The following mitigation activities were completed during Fiscal Year 2014/2015
 - Multiple Residential Retrofits in Santa Rosa County through Rebuild Northwest Florida (approximately 2,200 to date)
 - HMGP Phase II Stormwater/Drainage Improvement Construction Project – Ramblewood Drive
 - HMGP Phase I Stormwater/Drainage Improvement *Design* Project – Settler’s Colony (TS Debby funded)

Project Progress – Ongoing efforts

- Public Works incorporation of mitigation efforts into projects include, but are not limited to:
 - Utilizing non-moisture sensitive construction materials to repair roadways in areas subject to frequent inundation
 - Installing larger or additional stormwater conveyance pipes in areas subject to flooding
 - Elevating segments of roads that are in low lying areas
 - Diverting of stormwater runoff away from flood prone areas to safe discharge points
 - Modifying bridge construction techniques to provide wider spans between pilings to reduce the buildup of debris
 - Enlarging existing county owned retention ponds
 - Increased monitoring and cleaning of vital stormwater conveyance ditches

Project Progress – Nearing Completion

- The following mitigation activities are expected to be complete by the end of 2015.
 - Elevation of property located at 3135 Harrison St, Milton
 - Master stormwater/drainage plan for Holley by the Sea (study and listing of projects)

Project Progress – Pending

- The following activities are expected to be started or completed during FY 15/16
 - HMGP Phase II Stormwater/Drainage Improvement Construction – Settler’s Colony (TS Debby funded)
 - Elevation of three SRL properties located in Milton, Gulf Breeze and Pace
 - Additional residential retrofits in Santa Rosa County through Rebuild Northwest Florida
 - Master stormwater/drainage plan for Holley by the Sea (design phase)

Project Progress – Pending

- The following activities are expected to be started or completed during FY 15/16
 - HMGP Phase I Stormwater Drainage Improvement Design Phase (DR 4177 – April 2014 Flood Allocation)
 - Pace/Patterson Lane
 - FEMA Award Letter issued, pending grant agreement issuance
 - Ranchettes/Northridge Whisper Bay
 - FEMA Award Letter issued, pending grant agreement issuance
 - Maranatha / Chipper Lane
 - Under FEMA Review
 - Venetian Way
 - Under State Review

CRS and Flood Insurance

- CRS or Community Rating System is a voluntary program
- The Community earns discounts on Flood Insurance for it’s citizens by completing activities and maintaining documentation
- Discounts range from 5% to 45%
- Santa Rosa County Unincorporated (including Town of Jay) is currently a Class 5 (25% discount)
- City of Milton is a Class 6 (20% discount)
- City of Gulf Breeze is a Class 6 (20% discount)

CRS Goals Reached

- Participated in SAFER Expo for the 5th consecutive year.
- Created a Plan for Public Information to replace the Outreach Plan Strategy.
- Participated in National Flood Safety Awareness Week by resolution.
- Participated in FEMA's High Water Mark Initiative for 2014-2015

CRS Goals

- Benchmarks within 1 (one) mile of a Special Flood Hazard Area
- Updating our Floodplain Ordinance to match the State Model Ordinance and the Florida Building Code. Work in progress
- Maintain our current rating of Class 5
- Updating our Flood Mitigation Plan – 5 year cycle
- Participation in National Flood Safety Week in March 2016
 - Resolution bringing attention to Flood Safety
 - Special education/outreach events

Repetitive Loss Properties

- There are currently 705 properties in Santa Rosa County that are classified as Repetitive Loss Properties
 - 58 of these are Severe Repetitive Loss Properties
 - 200 of these are code compliant
- 19 properties have been submitted for grant funding during the last six Flood Mitigation grant cycles
 - 13 awards have been made
 - 9 projects complete, 1 withdrew
- 2014 Flood Mitigation Grant Cycle
 - Submitted six properties, only three SRL properties were moved forward for final FEMA approval
- 2015 Flood Mitigation Grant Cycle
 - Preparing application for six properties, three SRL and three RL

Flood Mitigation Plan

- The Flood Mitigation Plan Task Force completed development of the Plan in March 2010.
- The county received approval of its Multi-jurisdictional Flood Mitigation Plan in June 2011.
- The Flood Mitigation Plan Task Force met in March and June 2015 to review the plan progress and to develop the Plan for Public Information.
- The Evaluation Report was made available on the county's LMS page and the public was notified of its availability through a press release.
- Plan will require a five year update in conjunction with the LMS plan update with draft due December, 2015.

Flood Mitigation Plan Annual Review

- Review indicates that the plan is effective, current and that minor revisions are necessary during our 5 year update to meet the new CRS requirements.
 - Requesting The Public Outreach Plan to be replaced by the new “Plan for Public Information (PPI)” per CRS requirements.
- The action plan was successfully addressed and many items were pursued or effectively completed.

The Future

- Continue working with Northwest Florida Water Management and AECOM on new Flood Insurance Rate Maps for the entire county. Approximate date of Preliminary Maps – April/May 2016
- Continue to encourage community and organizational representatives to attend and actively participate
- Encourage homeowners to retrofit homes if they are in a risk area
- Continue to work with other partners in an effort to identify and secure potential funding sources for mitigation projects
- Continue to educate the public regarding mitigation including purchasing Flood Insurance for all areas

Ending Comments/Questions?

- www.santarosa.fl.gov/lms
- “Report Property Damage” online form
 - Emergency Management, Flood Management, LMS & Road & Bridge pages



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C
Milton, Florida 32570-4592

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

Hunter Walker, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ROY V. ANDREWS

RVA

DATE: JUNE 11, 2015

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance establishing the Code Enforcement System and procedures, repealing and replacing Ordinance 2006-18 which is to be heard at the public hearing beginning at 9:30 a.m., July 23, 2015 at the Regular Meeting of the Board of County Commissioners.

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; PROVIDING FOR THE ESTABLISHMENT OF THE CODE ENFORCEMENT SYSTEM AND PROCEDURES; PROVIDING FOR THE REPEAL AND REPLACEMENT OF ORDINANCE 96-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2015 - ____

**AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA;
PROVIDING FOR THE ESTABLISHMENT OF THE CODE
ENFORCEMENT SYSTEM AND PROCEDURES; PROVIDING FOR
THE REPEAL AND REPLACEMENT OF ORDINANCE 96-18;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1: This Article shall be known and cited as the “Santa Rosa County Code Enforcement Ordinance.”

DIVISION 1. - CODE ENFORCEMENT SYSTEM AND PROCEDURES

The Santa Rosa County Administration is hereby directed to enforce this ordinance. Enforcement may be compelled by the County Administrator, the County Planner (Director, Department of Community Planning, Zoning and Development), County Engineer (CE), Building Official or any other official of Santa Rosa County designated by the County Administrator or the Board of County Commissioners. In addition, enforcement of this ordinance in the Navarre Beach Administrative Area shall be accomplished by the Navarre Beach Executive Director through designation of the County Administrator.

Section 1 – Code Enforcement procedure.

(A) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Code Enforcement officer means any agent or employee of the county whose duty it is to ensure code compliance.

Violators means those persons or entities legally responsible for the violation of the codes or ordinances listed in Division 2 Section 9.

(B) *Authority to initiate proceedings.* Code Enforcement officers shall have the authority to initiate enforcement proceedings as provided below. No special magistrate shall have the power to initiate such proceedings.

(C) *Remedial period required.* A code enforcement officer who finds a violation of the sections of this Ordinance listed in Division 2 Section 9 shall determine a reasonable time period within which the violator must correct the violation. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period presented. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(D) *Notice; service.* A code enforcement officer who finds such a violation is authorized to issue a civil violation notice to the violator. Service shall be effected by delivering the civil violation notice to the violator or his agent, or by leaving the civil violation notice at the violator's usual place of abode with any person residing therein who is 15 years of age or older and informing that person of its contents. If such service cannot be effected, the civil violation notice may be sent by certified mail, return receipt requested, or by posting of the civil violation notice in a conspicuous place on the premises or real property upon which the violation has been observed. Such posting of the civil violation shall be deemed proper service, and the time for compliance, stated in the notice shall commence with the date such notice is posted.

(E) *Contents of notice.* The civil violation notice shall include, but not be limited to, the following:

- (1) Date of issuance;
- (2) Name of the code enforcement officer and the division or department issuing the notice;
- (3) Name and address of the violator;
- (4) Number of the ordinance section that has been violated;
- (5) Brief description of the nature of the violation, including location, date, and time of violation;
- (6) Amount of the civil penalty for which the violator may be liable;
- (7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a special magistrate to appeal the civil fine;
- (8) Time within which the violation must be corrected, if applicable;
- (9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation;
- (10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties;
- (11) Notice that the failure to request an administrative hearing within ten days, or within the specified time period listed for a violation of a specific section of the Ordinance, after service of the civil violation notice, shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate, and that such waiver shall constitute an admission of violation; and
- (12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should the violator be found guilty of the violation.

Section 2- Qualifications, appointment and removal of magistrates; organization.

(A) *Qualifications; appointments.* Special magistrates shall be attorneys in good standing with the Florida Bar. Appointments shall be made by the county administrator, or his designee, on the basis of experience or interest in code enforcement. Such appointments shall be submitted for ratification by the Board of County Commissioners.

(B) *Number; term; reappointments; removal.* The county administrator, or his designee, shall appoint as many special magistrates as are deemed necessary. Appointments shall be made for a term of one year. Any special magistrate may be reappointed at the county administrator's discretion, subject to ratification by the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual special magistrate; provided, however, that a determination as to removal or reappointment must be made for each special magistrate at the end of each of his one-year terms. The county administrator shall have the authority to remove special magistrates with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.

(C) *Compensation.* Special magistrates shall not be county employees, but shall be compensated at a rate to be determined by administrative order.

(D) *County attorney's role.* The county attorney may serve as general counsel to the special magistrates. If an appeal to circuit court is requested pursuant to Division 2 Section 6 the county attorney shall represent the county at such proceedings.

DIVISION 2. - HEARINGS; PENALTIES; APPEALS

Section 1 - Civil penalties and related terms construed.

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

Continuing violations means those violations which remain uncorrected beyond the reasonable time period for correction contained in either the civil violation notice or the final order of the special magistrate, whichever is applicable. For each day of continued violation after the time for correction has run, an additional penalty in the same amount as that prescribed for the original violation shall be added. The maximum total fine for any one continuing violation shall not exceed ten times the original penalty amount.

Repeat violation means a recurring violation of an Ordinance by a violator who has previously been guilty of the same violation. In the case of correctable violations, a repeat violation can occur only after correction of the previous violation has been made. For the first repeat violation, the amount of the civil penalty shall be double the amount of the penalty prescribed for the original violation by Division 2 Section 9. The amount of civil penalty due for each subsequent repeat violation shall be double the amount of the penalty due for the first day of the immediately preceding violation; provided that the maximum penalty payable for the first day of any one repeat violation shall be \$500.00.

Subsequent violation: A violation by an individual or entity which evidences a continued pattern or practice of intentional violation of the Codes constitutes a subsequent violation.

Uncorrectable violation means a violation which cannot be remedied after the violation has been committed because the violation constitutes a single prohibited act rather than an ongoing condition or circumstance. Each reoccurrence of an uncorrectable violation shall constitute a separate violation and shall subject the violator to an additional penalty in the same amount as that prescribed for the original violation. If, however, a violator has been once found guilty of an uncorrectable violation, and causes the same uncorrectable violation to occur a second time, each reoccurrence of the uncorrectable violation by such violator shall constitute a repeat violation as provided in subsection (c) of this section.

(B) Penalties for violations of the Ordinances to be enforced by this article shall be in the amount prescribed in the schedule of civil penalties in Division 2 Section 9.

(C) A repeat violation which remains uncorrected beyond the time prescribed for correction in the civil violation notice shall be treated as a continuing violation, and the additional penalty for each day of continued violation shall be equal to the doubled amount due for the first day of the repeat violation.

(D) Continuing violation penalties shall accrue from the date of correction given in the civil violation notice until the correction is made if a request for an administrative hearing is not timely filed. If the named violator requests an administrative hearing on a correctable violation and loses his appeal, the special magistrate shall determine a reasonable time period within which correction of the violation must be made, based on the considerations set forth in Division 1 Section 1(c). If the correction is not made within the period set by the special magistrate, the continuing violation penalties shall begin after the time for correction has run. No continuing violation penalties shall accrue during the time period from the date of the civil violation notice until the date of the administrative hearing, if the named violator timely requests an administrative hearing to appeal the decision of the code enforcement officer. Continuing violation penalties cannot be imposed by the special magistrate for uncorrectable violations.

(E) Civil penalties assessed pursuant to this article are due and payable to the county clerk on the last day of the period allowed for the filing of an appeal from the special magistrate's decision, or, if a proper appeal is made, when the appeal has been finally decided adversely to the named violator.

Section 2 - Violator's rights; appeal; failure to comply.

(A) *Violator's options.* A violator who has been served with a civil violation notice shall elect either to:

- (1) Pay the civil penalty in the manner indicated on the notice, and correct the violation within the time specified on the notice, if applicable; or
- (2) Request an administrative hearing before a special magistrate to appeal the decision of the code enforcement officer which resulted in the issuance of the civil violation notice.

(B) *Appeal.* Appeal by administrative hearing of the notice of violation before a special magistrate shall be accomplished by filing a request in writing to the address indicated on the notice, within the time limit stipulated in the specified Ordinance section which is enforced pursuant to the provisions of this article, or no later than ten calendar days after the service of the notice, whichever is earlier.

(C) *Failure to comply.* If the named violator, after notice, fails to pay the civil penalty and correct the violation within the time specified, if applicable, or fails to timely request an administrative hearing before a special magistrate, the special magistrate shall be informed of such failure by report from the code enforcement officer. If the named violator pays the civil penalty for a correctable violation, but does not correct that violation within the time specified, each day that the violation continues beyond such specified time shall constitute a continuing violation. The failure of the named violator to appeal the decision of the code enforcement officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.

Section 3 - Hearing procedure.

(A) *Request for hearing.* Upon the receipt of a named violator's timely request for an administrative hearing, the special magistrate shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as possible or as mandated in the specified Ordinance section which is enforced pursuant to this article.

(B) *Notice; contents.* The special magistrate shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:

- (1) Name of the code enforcement officer who issued the notice;
- (2) Factual description of the alleged violation;
- (3) Date of the alleged violation;
- (4) Section of the code allegedly violated;
- (5) Place, date, and time of the hearing;
- (6) Right of the violator to be represented by a lawyer;
- (7) Right of the violator to present witnesses and evidence;
- (8) Notice that failure of the violator to attend the hearing may result in a civil penalty being assessed against him; and
- (9) Notice that requests for continuances will not be considered if not received by the special magistrate at least ten calendar days prior to the date set for the hearing.

(C) *Scheduling hearing.* The special magistrates shall call hearings on a monthly basis or upon the request of the code enforcement officer. No hearing shall be set sooner than 20 calendar days from the date of the service of the notice of violation.

(D) *Continuance.* A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is received in writing by the special magistrate at least ten calendar days prior to the date set for the hearing.

(E) *Open to public.* All hearings of the special magistrate shall be open to the public. All testimony shall be under oath. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(F) *Transcription.* The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.

(G) *Administrative support.* The county shall provide clerical and administrative personnel as may be reasonably required by each special magistrate for the proper performance of his duties.

(H) *County attorney or his designee to present case.* Each case before a special magistrate shall be presented by the county attorney or the county attorney's designee.

(I) *No formal rules of evidence.* The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses. Any relevant evidence shall be admitted if the special magistrate finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(J) *Rights of parties.* Each party shall have the right to:

- (1) Call and examine witnesses;
- (2) Introduce exhibits;

- (3) Cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered on direct examination;
- (4) Impeach any witness regardless of which party first called him to testify; and
- (5) Rebut the evidence against him.

(K) *Findings of facts; preponderance of the evidence standard.* The special magistrate shall make findings of fact based on the evidence of record. In order to make a finding upholding the code enforcement officer's decision, the special magistrate must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the code as charged.

(L) *Costs; violator's responsibility if found guilty.* If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing, at the discretion of the special magistrate.

(M) *Special magistrate's discretion; contents of decision.* The fact-finding determination of the special magistrate shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice can be held responsible for that violation. Based upon this fact-finding determination, the special magistrate shall either affirm or reverse the decision of the code enforcement officer as to the responsibility of the named violator for the code violation. If the special magistrate affirms the decision of the code enforcement officer, the special magistrate, pursuant to Division 1 Section 2(c), shall determine a reasonable time period within which correction of the violation must be made. If the special magistrate reverses the decision of the code enforcement officer and finds the named violator not responsible for the code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special magistrate's findings pursuant to Division 2 Section 6. If the special magistrate decides to affirm the code enforcement officer's ruling he shall include the following elements in his written decision:

- (1) Amount of the civil penalty;
- (2) Administrative costs of the hearing;
- (3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable);

(N) *Special magistrate's authority.* The special magistrate shall have the power to:

- (1) Adopt procedures for the conduct of hearings;
- (2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by law enforcement officers or by the staff of the special magistrate;
- (3) Subpoena evidence;
- (4) Take testimony under oath;
- (5) Assess and order the payment of civil penalties as provided herein;
- (6) A special magistrate shall postpone and shall not conduct a hearing if the named violator, prior to the scheduled hearing date, files with the county board of adjustments an administrative appeal concerning the interpretation or application of any technical provisions of the code section allegedly violated. However, once an issue has been determined by a special magistrate in a specific case, that issue may not be further reviewed by a county board in that specific case. A named violator waives his right to an administrative appeal to other county boards if the violator does not apply for such an appeal prior to the violator's code enforcement hearing before the special magistrate;
- (7) Upon the exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the special magistrate may exercise all the powers given to him by this article. The special magistrate shall not, however, exercise any jurisdiction over such alleged code violations until the time allowed for the court appeal of the ruling has lapsed or until such further appeal has been exhausted;
- (8) The special magistrate shall be bound by the interpretations and decisions of duly authorized county boards concerning the provisions of the Ordinances within their respective county jurisdictions. In the event such a board decides that an alleged violation of the Ordinance is not in accordance with such board's interpretation of the Ordinance provision on which the violation is based, the special magistrate shall not be empowered to proceed with the enforcement of the violation.

Section 4 - Established; penalty.

The violation of any county Ordinance or code listed in Division 2 Section 9 shall constitute a civil offense punishable by a civil penalty in an amount as prescribed in Division 2 Section 9.

Section 5 – Enforcement procedures; lien; foreclosure.

(A) The county may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties.

(B) A certified copy of an order imposing a civil penalty may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment, except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the county may foreclose or otherwise execute on the lien.

Section 6 - Appeal.

(A) The named violator or the county may appeal a final order of the special magistrate for all violations by filing a notice of appeal in the circuit court in and for the county, in accordance with the procedures and within the time provided by the state rules of appellate procedure for the review of an administrative action.

(B) Unless the findings of the special magistrate are overturned in a proceeding held pursuant to subsection (A) of this section, all findings of the special magistrate shall be admissible in any proceeding to collect the unpaid penalties.

Section 7 - Provisions contained herein are supplemental.

Nothing contained in this article shall prohibit the county from enforcing its Ordinance by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Ordinance.

Section 8 - Schedule of civil penalties.

(A) Division 2 Section 9 shows the sections of this Ordinance, as they may be amended from time to time, which may be enforced pursuant to the provisions of this article; and the dollar amount of the civil penalty for the violation of these sections as they may be amended.

(B) The "descriptions of violations" in Division 2 Section 9 are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Ordinance sections, except to the extent that different types of violations of the same Ordinance section may carry different civil penalties. For each Ordinance section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this article, regardless of whether all activities prescribed or required within that particular section are described in the "description of violation" column. To determine the exact nature of any activity prescribed or required by this Ordinance, the relevant section must be examined.

Section 9 - Citation fee schedule.

(A) *Generally.* The citation fee schedule is as follows:

(1) *Category One.* The following violations and those similar thereto will be punished by a civil penalty of \$120.00 for the first violation:

- a. Untagged/inoperable vehicles;
- b. Violation of the sign Ordinance, including the failure to remove political signs in accordance with Ord. No. 91-24 (Land Development Code);
- c. Violation of an attractive and/or public nuisance;
- d. Keeping of domestic animals as described in Ord. No. 2004-30 (Animal Control Ordinance);
- e. Graffiti;
- f. Kudzu; and
- g. Illegal use of rights-of-way.

(2) *Category Two.* The following violations and those similar thereto will be punished by a civil penalty of \$180.00 for the first violation:

- a. Failure to obtain any required permit; and
 - b. Violation of a peddlers, solicitors, and canvassers permit (each individual).
- (3) *Category Three*. The following violations and those similar thereto will be punished by a civil penalty of \$300.00:
- a. Illegal excavation and fill activities, violation of borrow, C & D or LCD pit violations; and
 - b. Stormwater/wastewater violations.

(B) *Penalty for subsequent violation*. The civil penalty for each subsequent violation by any entity or individual shall be double the previous penalty to a maximum of \$600.00 per day.

SECTION 2. Ordinance 96-18 is hereby repealed and replaced.

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

SECTION 4. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon filing of a certified copy of this Ordinance with the Department of State within ten (10) days after enactment.

PASSED AND ADOPTED by a vote of __ yeas and __ nays and __ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the __ day of _____, 2015.

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

By: _____
Don Salter, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and sent electronically to the Secretary of the State of Florida, on this _____ day of _____, 2015.

Donald C. Spencer, Clerk of Court

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
July 20, 2015

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 July 23, 2015 at 9:00 a.m. in Milton, Florida.

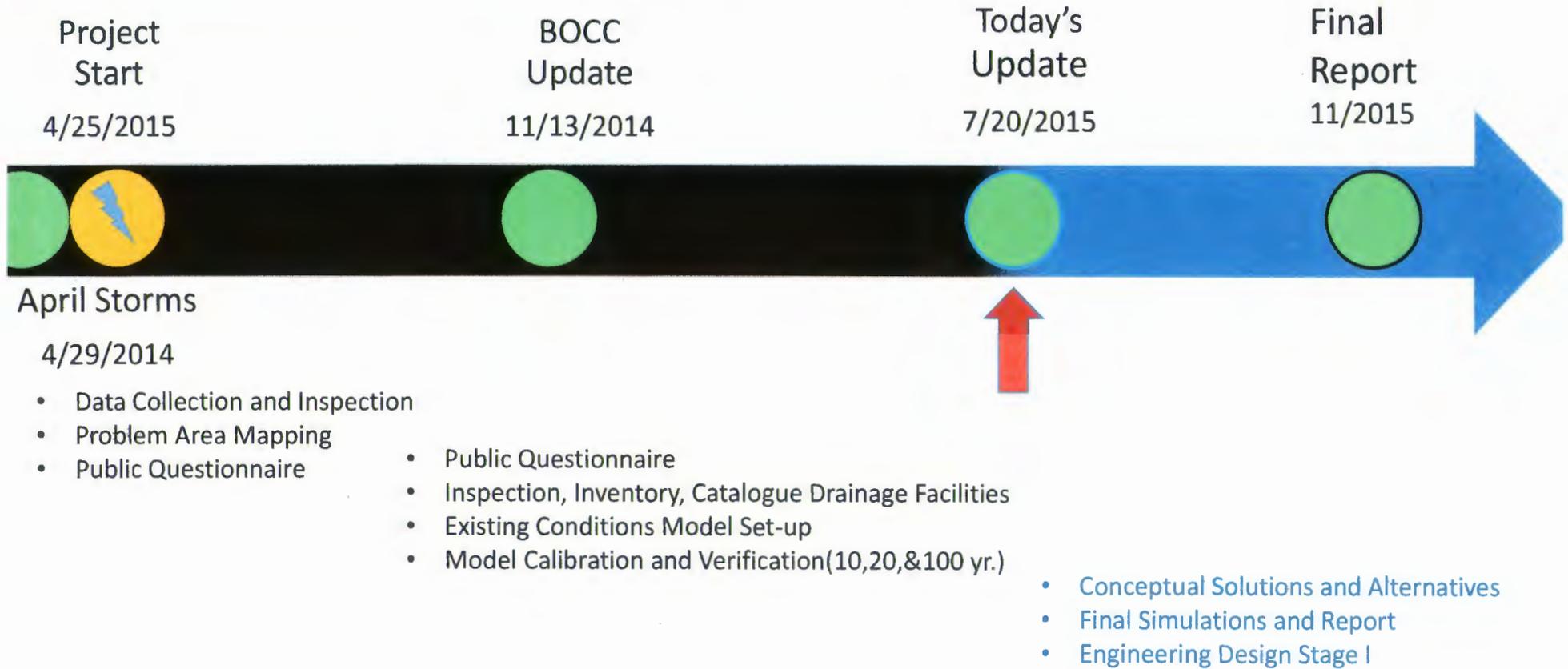
1. Holley by the Sea Master Drainage Study briefing by Baskerville Donovan, Inc.
(Attachment A)

2. Recommend approval of the annual mosquito surveillance contract with Florida State University.
(Attachment B)

3. Discussion of Final Plat for Reserve Pointe Phase II, an 84 lot private subdivision, a portion of Section 21, Township 2 South, Range 26 West, Santa Rosa County, Florida (District 4)
(Attachment C)

Location: 1-1/2 miles, more or less, East on U.S. 98 from S.R. 87, North and East on Elk's Way, North on Burjonik Drive, property at the end of Burjonik Drive.

BTS Project Timeline



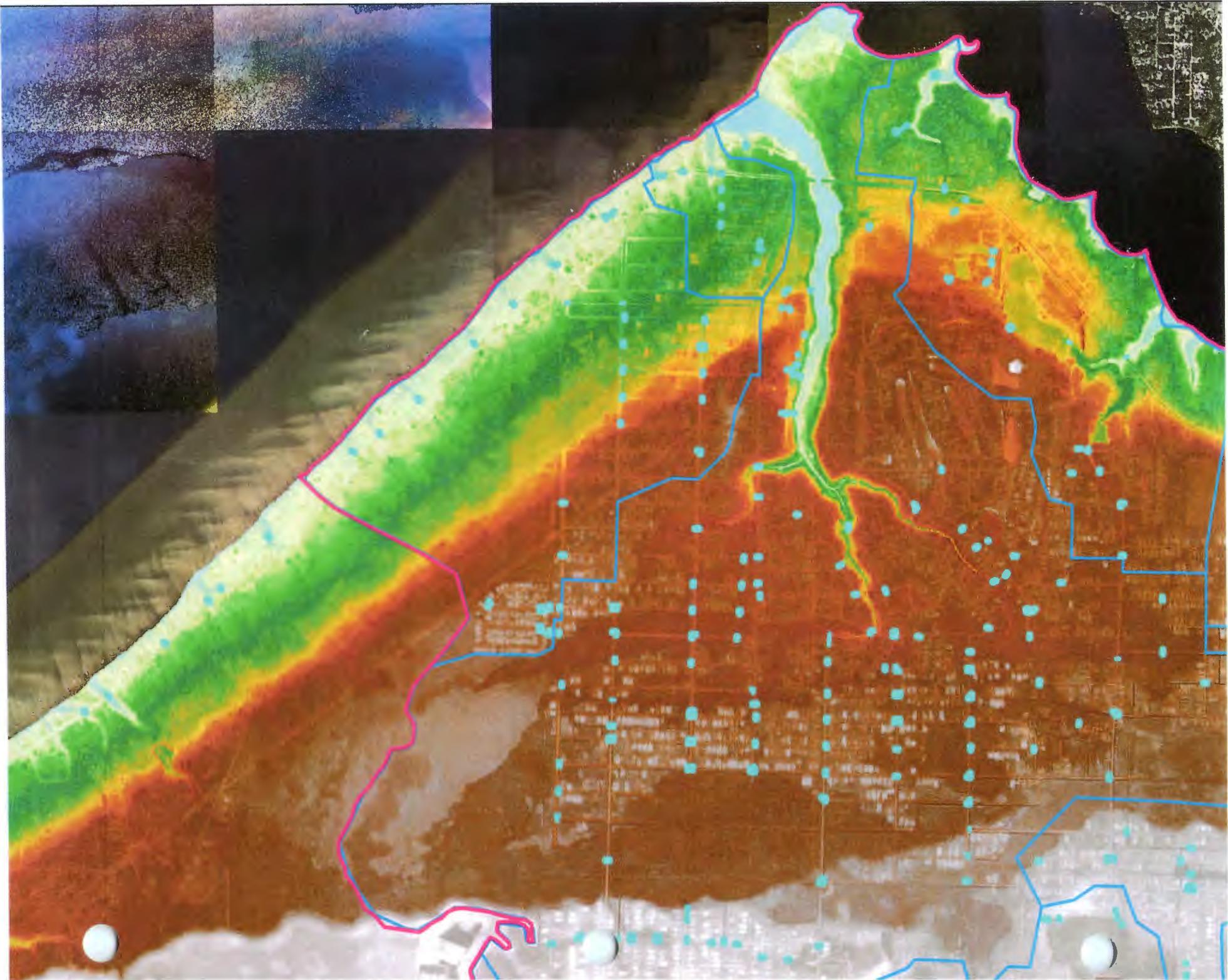
354 Streets

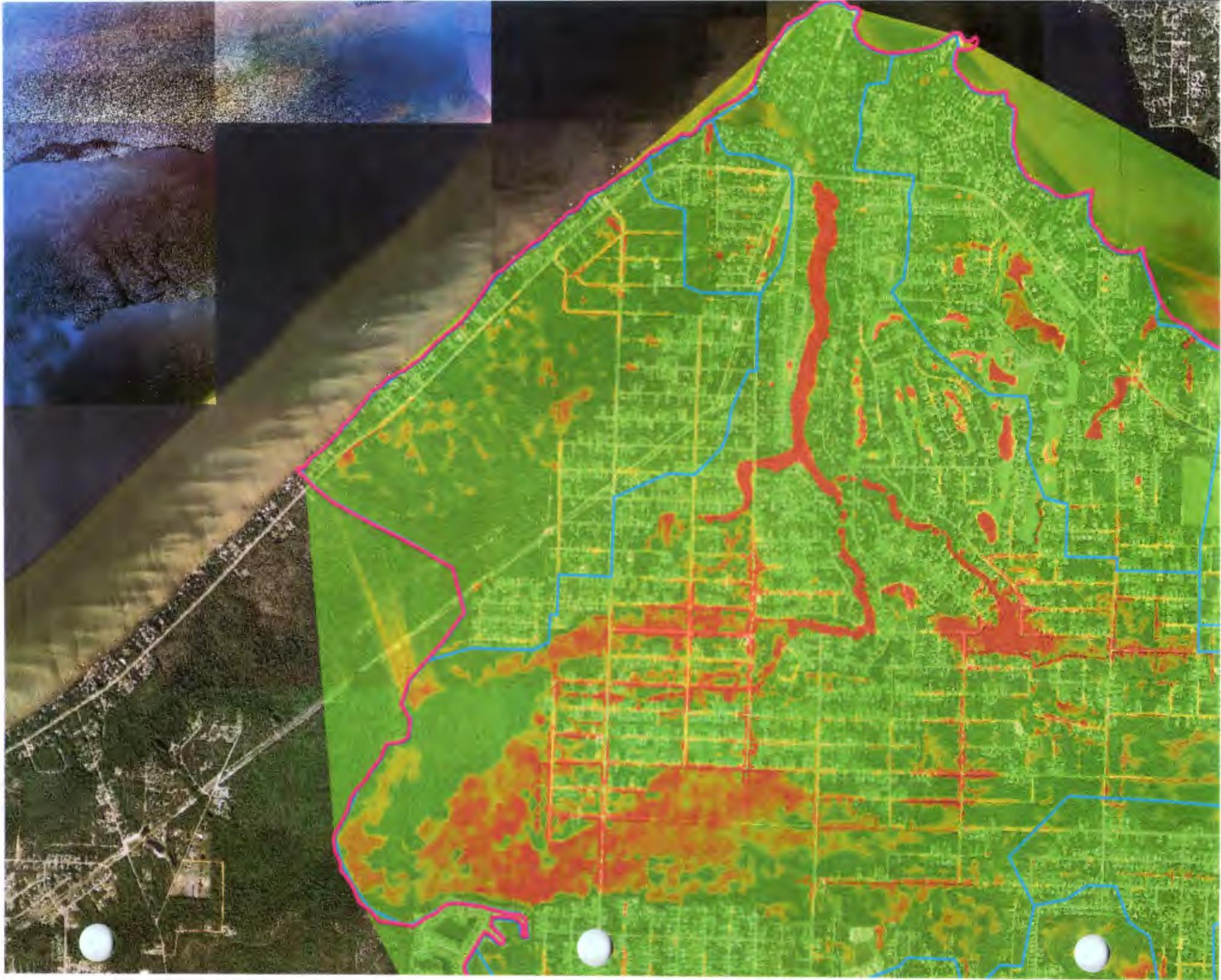
646 Intersections

8133 Acres

10,028 Homes and Businesses

10 Sub-Basins







SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT

6065 Old Bagdad Highway
Milton, FL 32583
www.santarosa.fl.gov

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

Memo

To: Hunter Walker, County Administrator
From: Ron Hixson, Environmental Supervisor
Thru: Roger Blaylock, P.E., County Engineer
Date: July 15, 2015
Re: Mosquito Surveillance Program

RCH

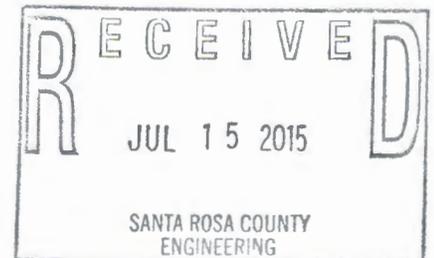
Background: This contract, which provides detailed information regarding the presence of various mosquito borne viruses within Santa Rosa County, is performed by a state lab located in Panama City. These services are provided by the lab in Panama City, with FSU providing administrative support.

Situation: In order to continue the surveillance program for FY 16, a new contract for the same services must be executed by the BOCC. We pay for this service with a grant received from Florida Department of Agriculture. This year the DOA grant is expected to be \$31,540. All terms and conditions of the previous FSU contract remain the same, including the amount of the FSU contract.

Request: Execution of the attached mosquito surveillance contract for FY 16. The attached originals are for the Clerk and the County Attorney's office. Please return one original to our office. We will send a copy to FSU.

JA/am

Attachments



Amendment-~~003~~ 004
FSU Project #035650 ^{6/29/15} ^{GKO}

**Between Florida State University and
Santa Rosa County Mosquito Control**

Per section IV.I. of the existing contract referenced above and entitled, "Santa Rosa County Mosquito Surveillance", it is the purpose of this amendment to renew the contract and extend the ending date to **September 30, 2016**. Additional budget for the extension will be **\$31,540** to be payable upon receipt of invoice provided upon execution of this Amendment (itemized on page 2). All terms and conditions of the original contract will remain in effect.

IN WITNESS THEREOF, the parties hereto have caused this 2-page amendment to be executed by the undersigned duly authorized officials.

FLORIDA STATE UNIVERSITY:

SPONSOR:

Gary Ostrander for
Gary Ostrander

Title: Vice President for Research

Title: _____

Date: 6/29/15
(Month, Day, Year)

Date: _____
(Month, Day, Year)

Fed. ID #: _____

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Santa Rosa County

Budget:

Category	Description	Costs (\$)
Salaries	Dr. John P. Smith, Principal Investigator, 0.17 FTE	14,207
	Mr. Richard Tennant, OPS Field Asst. 50% Time	12,602
Benefits	Smith: 8.95% Benefits Health Insurance*	1,272 0
	Tennant: 1.55% Benefits	195
Subcontracts	N/A	0
Capital Equipment	N/A	0
Expenses	Consumable field/lab supplies	397
Travel	None	0
Subtotal	Direct Costs	28,673
FSU Indirect Costs	10% MDC	2,867
Total		31,540

*Provided by another source.



**RESERVE POINTE
PHASE II**

MIDDLETON DR

WILSONS PLOVER CIR

WHITE IBIS WAY

BROWN PELICAN CIR

SANDERLING LN

RESERVE POINTE CIR

CAGLE DR

ORTEGA ST

AW SKIE WAY

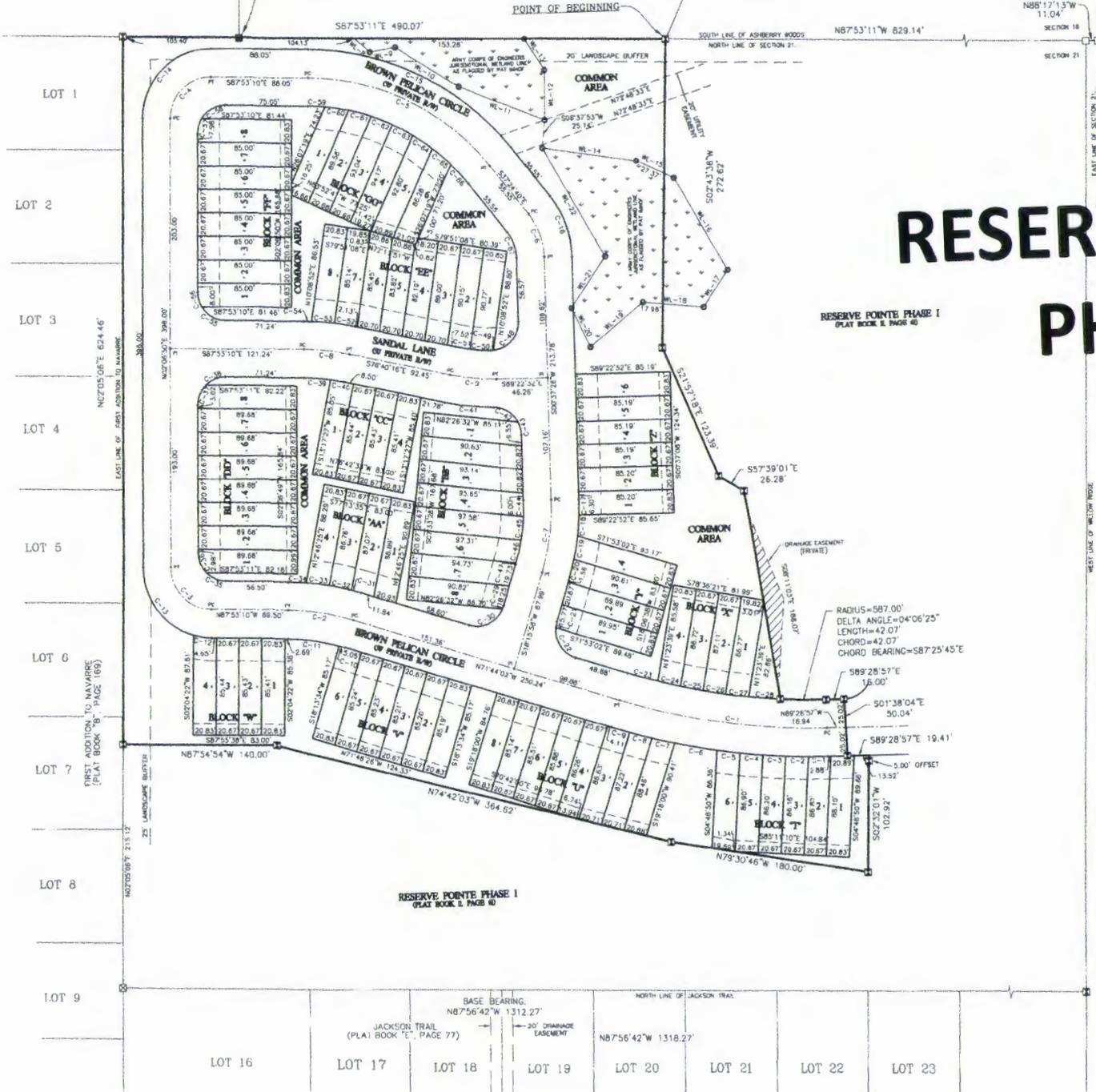
HAMPTON RIDGE ESTATES
(PLAT BOOK "H", PAGE 4)

BENCHMARK
TOP OF CONCRETE MONUMENT L.B. #5802 LOCATED
105.40' EAST OF THE NORTHEAST PROPERTY CORNER
ELEVATION = 29.54 FEET

ASHBERRY WOODS
(PLAT BOOK "H", PAGE 17)

POINT OF COM.
NORTHEAST CORNER OF
SECTION 21, TOWNSHIP 2
SANTA ROSA COUNTY, TX

RESERVE POINTE PHASE II



F-N02'08'56"E 838.11'



Public Services Committee

Chaired by:

J. Williamson and Lynchard

Meeting:

July 20, 2015, 9:00 A.M.

AGENDA

Development Services

1. Discussion of approval of the 2015 Escambia HOME Consortium Consolidated Annual Action Plan for Housing and Community Development and authorization for Chairman to sign all related documentation.

Emergency Management

2. Discussion of approval to participate in a Homeland Security grant agreement with the Florida DEM in the amount of thirty-two thousand dollars (\$32,000) and authorization for Chairman to sign all related documentation. There is no match requirement.
3. Discussion of the Intergovernmental Communication Committee recommendation.



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
DATE: July 14, 2015
SUBJECT: Escambia Consortium 2015-2020 Consolidated Plan
2015 Annual Action Plan Approval and Submission

RECOMMENDATION:

Approval of the following actions concerning Escambia Consortium Plans:

- A. Approve the Escambia Consortium 2015-2020 Consolidated Plan providing goals, objectives and strategies for housing, community development and fair housing activities during the period October 1, 2015 through September 30, 2020.
- B. Approve the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development detailing the use of 2015 HOME Investment Partnerships Act (HOME) funds for Santa Rosa County in the amount of \$165,520. Funds will be used to provide assistance for low income families under a deferred payment loan or grant for down payment and closing cost assistance per HUD HOME regulations. Funds will also be used to provide assistance for very low/low income families for the substantial rehabilitation/reconstruction of severely substandard homeowner occupied units.
- C. Authorize the Chairman to execute all Escambia Consortium 2015-2020 Consolidated Plan and 2015 Annual Action Plan forms, certifications and related documents, as required to submit the Plan to the U. S. Department of Housing and Urban Development (HUD), and to authorize the Chairman to execute documents required to receive and implement the 2015 HOME Program.

BACKGROUND:

As Santa Rosa County is not a HUD direct entitlement community, HOME funding has been obtained in cooperation with Escambia County, as the lead jurisdiction, through the Escambia Consortium for many years. With Congressional approval of the National Affordable Housing Act, local governments are required to prepare and submit, for HUD approval, a local housing specific planning document encompassing a five-year period, known as the Consolidated Plan for Housing and Community Development. The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton, has prepared a 2015-2020 Escambia Consortium Consolidated Plan which in part enables Santa Rosa County to receive HUD funds under the HOME Program.

Animal Services
Dale Hamilton
Director

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Milton, FL 32583
(850) 983-4680

**Building Inspections &
Code Compliance**
Rhonda C. Royals
Building Official

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Emergency Management
Brad Baker
Director

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**Community Planning,
Zoning & Development**
Rebecca Cato
Director

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Veterans Services
Karen Haworth
Director

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"One Team, One Goal, One Mission"

The Plan serves as the Consortium's five year strategic housing and community development plan with respect to HUD Programs covering the period October 1, 2015 through September 30, 2020.

Additionally, each year the Consortium must prepare and submit an Annual Action Plan, which incorporates the specific funding applications of all member jurisdictions for the CDBG, HOME, and ESG Programs for that fiscal year. This funding will encompass the HUD Program Year extending from October 1, 2015 through September 30, 2016. A detailed breakdown of the projects and activities to be financed with 2015 CDBG, HOME, and ESG resources is provided in attached Exhibit (NOTE: The attached Exhibit summarizes the Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office.)

A public notice regarding preparation of the Consolidated Plan and Annual Plan was published in the *Santa Rosa Press Gazette* on February 7, 2015 to initiate the public participation process in order to receive public input, comments and agency proposals or recommendations concerning housing and community development needs and priorities within the area. Two public hearings regarding the 2015 Annual Plan was held on February 12, 2015, one in Escambia County and one in Santa Rosa County. Following the input phase of the process, the Plans were drafted and made available for public review and comment.

The final step in the process is to obtain approval of the Plans by all governmental bodies within the Consortium. The City of Pensacola, Santa Rosa County, and the City of Milton will approve the Plans during their respective July Council (or Board) meetings, with Escambia County's approval on July 23, 2015 currently targeted as the final approval action. The Plan is due to HUD on or before August 15, 2015, and HUD approval is anticipated in late October 2015.

Attachment:

Public Notice, Escambia Consortium Consolidated Plan Summary
(October 1, 2015 – September 30, 2016)

Available for review in the County's Administrative Office:

Complete copy of the Annual Action Plan
Complete copy of the 2015-2020 Consolidated Plan

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PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING:
\$427,312*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$281,952

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$25,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

\$48,000

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$35,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$150,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$55,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

\$50,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

\$50,000

Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$250,000

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project

\$150,000

Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of health care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 3,839

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,644,103

=====

CITY OF PENSACOLA
FY2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$449,258*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$110,000).

CODE ENFORCEMENT:

Code Enforcement

\$30,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA)

\$70,000

Funds will provide approximately 15,800 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

Homebuyer and Foreclosure Prevention Education and Counseling

\$33,326

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance.

FY2015-2016 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management

\$137,768

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2015-2016 CDBG PROPOSED BUDGET

\$ 688,838

Projected FY2015-2016 CDBG Grant Allocation
Carryover from Completed Projects

\$ 688,838
\$ 31,514

TOTAL FUNDS AVAILABLE
TOTAL 2015 CITY CDBG PROPOSED BUDGET

\$ 720,352

ESCAMBIA CONSORTIUM
2015-2016 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

<u>RECOMMENDED PROGRAM ACTIVITIES</u>	<u>FUNDING</u>
ESCAMBIA COUNTY:	
<u>SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION</u>	\$384,005
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)	
CITY OF PENSACOLA:	
<u>SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION</u>	\$112,553
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2 severely substandard homeowner occupied housing units. (City of Pensacola)	
SANTA ROSA COUNTY:	
<u>SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION</u>	\$80,000
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (Santa Rosa County)	
<u>HOME BUYER ASSISTANCE</u>	\$85,520
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)	
JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):	
<u>HOUSING DEVELOPMENT (CHDO SET-ASIDE)</u>	\$132,416
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.	
<u>ADMINISTRATION/MANAGEMENT (JOINT)</u>	\$88,277
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.	
2015 HOME Funds Available to the Consortium	\$ 882,771
(Local match provided through limited SHIP funds and carry forward match balance)	
TOTAL 2015 HOME FUNDS PROJECTED	\$ 882,771 =====

2015-2016 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

EMERGENCY SHELTER/OPERATIONS

\$ 88,427

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

RAPID RE-HOUSING & HOMELESS PREVENTION

\$ 47,898

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

ADMINISTRATION

\$ 11,053

Administrative Cost (7.5%): \$3648 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7405 to Escambia County Indirect Cost.

TOTAL 2015 ESG FUNDS PROJECTED

\$147,378

=====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2015/2016 Annual Plan. **The hearings will be held at 9:00 A.M. (CST) on Thursday, June 11, 2015, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 4:00 P.M. (CST) on Thursday, June 11, 2015, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida.** All interested citizens are urged to attend and participate. The hearings will also incorporate information about the Analysis of Impediments to Fair Housing and updates to the Consortium's Citizen Participation Plan.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **June 30, 2015**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via NED@myescambia.com. For further information, contact Meredith Nunnari at 595-0022 (Escambia County), Marcie Whitaker at 858-0350 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Steven Barry
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

W.D. "Don" Salter, Chairman
Santa Rosa County
Board of County Commissioners



Department of Public Services

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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: State Homeland Security Grant (Re-Issue)
Date: July 20, 2015

RECOMMENDATION

Recommend that the Board of County Commissioners approve participation in a Homeland Security grant agreement with the Florida DEM in the amount of thirty-two thousand dollars (\$32,000) and authorize signature of all related documentation. There is no match requirement.

BACKGROUND

The Board of County Commissioners approved this agreement on January 8, 2015 in the amount of \$16,000. Since that time Region I emergency managers have decided to support projects managed by Santa Rosa County to include incident management trainings and WebEOC start up. These decisions have made it necessary for the Florida DEM to reissue the same agreement in the amount of \$32,000. The purpose of this program is to enhance Region I's disaster response capabilities through increased federal funding for essential Homeland Security programs. The programs include critical facilities, training and exercises conducted under the Homeland Security Exercise and Evaluation Program (HSEEP) and other related activities. This grant will fund the costs for the planning, training, and conducting of exercises including overtime, equipment, supplies and training all related to disaster preparedness.

COMPLETION

The project will be managed by DEM. All related documents will be forwarded to the BOCC for signature.

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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: Intergovernmental Communication Program (ICP)
Date: July 20, 2015

RECOMMENDATION

Request authorization for the use of **Intergovernmental Communications Program (ICP)** funds in the amount of \$32,950.00 to complete modifications to the Central Tower.

Background

These recommendations meet the criteria for ICP funding:
The Communications Committee approved the quote submitted by TEP in the amount of \$32,950.00 as the lowest quote provided. This includes ultrasonic assessment of all tower legs, repair work and final report. This project will include making modifications to the Central Tower in order to bring the load requirements necessary for the new radio system to current standards (Rev G).

Items related to Central Tower that we anticipate may require future action:

- Removal of antennas/coax that are no longer needed with new system
- Relocation of partners due to tower loading
- Specialized combiners that would limit the number of agencies needing relocation

ICP FUNDS BALANCE: \$1,229,288.15

Completion

Upon approval project will be managed by DEM. Quotes attached.

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Scott Markel
Santa Rosa County ECC
4499 Pine Forest Road
Milton, FL 32583
scottm@santarosa.fl.gov
(850) 983-5249

Subject: Santa Rosa – Central Tower Modification Proposal – REV 1

Dear Scott Markel:

Thank you for giving Tower Engineering Professionals (TEP) the opportunity to work for you. TEP proposes the following construction services:

Item of Work	Fee (\$)	Notes
Tower Mod Materials	\$2,000	Includes all materials per TEP drawings dated 4/22/2015
Tower Mod Labor	\$12,950	Includes all labor per TEP drawings dated 4/22/2015
Tower Mod Labor PMI	\$9,500 \$1000	Includes engineering and labor to repair damaged tower leg Includes final inspection and report
Leg Scoping and UT Testing	\$7,500	Includes all labor and equipment to perform full leg scoping on tower
TOTAL FEE	\$32,950	Lump Sum

Estimated project lead times:

- Mod installation per original drawings by TEP dated 4/22/15 would be approximately 3 weeks from receipt of PO
- Leg repair and mod installation would be 4-5 weeks for materials and 2 weeks onsite therefore approximately 7 weeks from receipt of PO
- Leg scoping can be completed within 2-3 weeks from receipt of PO

If you are in agreement, please provide a purchase order.

Tower Engineering Professionals, Inc.
Nelson Dillow
Tower Engineering Construction Division
ndillow@tepgroup.net
919-661-6351 (Office)
919-376-6299 (Mobile)



P.O. Box 25 ♦ Henderson, KY. 42419 ♦ Tel. (270) 830-8512 ♦ Fax (270) 830-8475

www.allstatetower.com sales@allstatetower.com

Manufacturer of Guyed & Self-Supporting Towers with a complete line of Tower Accessories including Sector Mounts ♦ Side-Arm Mounts ♦ Waveguide Ladders ♦ Platforms ♦ Ice Bridges ♦ Etc.

Services include Tower Installation ♦ Tower Dismantle ♦ Site Civil / Foundation Work ♦ Maintenance ♦ Painting ♦ Inspections ♦ Plumb & Tension ♦ Re-Guy ♦ Lighting ♦ Feedline Repair / Installation

CONTRACT

Contract: 55809X
Date: July 16, 2015

Scott Markel
Director
Santa Rosa County EMC
4499 Pine Forest Rd.
Milton, FL 32583
Tel: (850) 983-5249 Fax: (850) 983-5374
Email: scottm@santarosa.fl.gov

We propose to furnish all labor, materials, equipment and insurance necessary to complete, (except as noted), the following work on:

(1) 475' Guyed Tower - Santa Rosa County, FL "Milton"

1. Mobilize to tower site.
2. Reguy tower elevation 94.5' with 1/2" EHS and guy line hardware including shackles, preforms, turnbuckles, ice clips and thimbles.
3. Plumb tower and tension guy wires as required.
4. Install grounding and figure 8 safeties at each anchor point.
5. Furnish and install "bolt on" sleeve to repair perforated tower leg at 400'.
6. AST to perform ultrasonic inspection of each tower leg.
7. Provide closeout documents as required.
8. Contact NOC when entering and leaving site.
9. Post modification by TEP.

TEP inspection fee is included in price.

Option 1 [] Price to relocate torque arm brackets to install sleeve if required ADD \$14,760.00 to contract price below.

All of the above to be completed in a substantial and workmanlike manner for the sum of \$23,650.00

(Subject to the terms and conditions contained herein and those printed on the reverse side of this contract)

Terms: Due Upon Receipt of Invoice; MasterCard, Visa and American Express are accepted subject to approval of Allstate Tower, Inc.

AGENDA
PUBLIC WORKS COMMITTEE

July 20, 2015

Chairman: Commissioner Cole

Vice Chairman: Commissioner Rob Williamson

1. Discussion of resurfacing the following roads in District Three at an estimated cost of \$148,470.00:

H Carr Road
Salter Road
North Murphy Road
Jim Fields Road
Letcher Black Road

2. Discussion of paving the following road in District Three at an estimated cost of \$11,665.00:

Cozart Lane

3. Discussion of a Lease Agreement and Resolution authorizing the chairman to execute all relevant documents associated with the lease of two wheeled excavators with BancorpSouth Equipment Finance, a division of BancorpSouth Bank as approved at the June 25th, 2015 BCC meeting.



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

Glenn Bailey
Asst. Director of Public Works
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

STEPHEN FURMAN
Director of Public Works
6075 Old Bagdad Hwy.
626-0191
Fax 623-1331

Thad Allen
Superintendent
Building Maintenance/Parks
P.O. Box 854
981-7071

July 15, 2015

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

Dear Mr. Salter:

Please find listed below the estimated cost for resurfacing the following roads in District Three at an estimated cost of \$148,470.00:

H Carr Road	\$38,178.00
Salter Lane	78,830.00
North Murphy Road	16,827.00
Jim Fields Road	6,363.00
Letcher Black Road	8,272.00

Sincerely,

Stephen Furman
Public Works Director

SF/tt



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

STEPHEN FURMAN
Director of Public Works
6075 Old Bagdad Hwy.
626-0191
Fax 623-1331

Glenn Bailey
Asst. Director of Public Works
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

Thad Allen
Superintendent
Building Maintenance/Parks
P.O. Box 864
981-7071

July 15, 2015

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

Dear Mr. Salter:

The estimated cost for paving Cozart Lane in District Three is \$11,665.00.

Sincerely,

Stephen Furman
Public Works Director

SF/tt

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Contract <i>On file</i>	Sign & Date Last Page of Contract
Special Stipulations <u>Exhibit A</u>	Sign & Date
Legal Counsel's Opinion <u>Exhibit B</u>	Should be typed on counsel's letterhead
Delivery Order <u>Exhibit C</u>	1st line - Date 2nd line - Date of Contract A. - Due Date will be set when the contract is closed C. - Fiscal period Page 2 - Sign & Date
Equipment Acceptance Notice <u>Exhibit D</u>	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign & Date
Resolution	Section 1. - Name of person authorized to sign contract Section 7. - The amount of tax-exempt obligations (including this contract) made during this calendar year (since January 1)
Tax Exempt Certificate	1st line - Name of person completing form 2nd line - Date of contract No. 7 - Date of Resolution No. 8 - (See Resolution Section 7 above) Page 2 - Sign & Date
IRS Form 8038-G (or 8038-GC)	No. 2 - Your Fed. I.D. No. Sign & Date
Uniform Commercial Code Form	
Essential Use Letter	Type on your letterhead. State the use and purpose of the equipment
Invoice	<input type="checkbox"/> Advance rental <input checked="" type="checkbox"/> Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail
Municipal Specialist
BancorpSouth Equipment Finance
PO Box 15097
Hattiesburg, MS 39404-0597

Overnight Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

SPECIAL STIPULATIONS

SELLER: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

BUYER: Santa Rosa County, Florida
6495 Caroline St, Suite M
Milton, FL 32570

By: _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE BUYER'S
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

Re: Equipment Contract dated January 8, 2015 and Delivery Order No. 002 thereto, dated _____, by and between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, as Seller, and Santa Rosa County, Florida, as Buyer.

Ladies and Gentlemen:

I am attorney for Santa Rosa County, Florida (the "Buyer") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Contract (the "Contract").

Based on the examination of the Contract and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the Buyer is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) or the Buyer is a constituted authority (as such term is defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the Buyer is authorized by the Constitution and laws of the State of Florida to enter into the transactions contemplated by the Contract and to carry out its obligations thereunder.
2. The Contract has been duly authorized, executed and delivered by the Buyer and constitutes a valid, legal and binding obligation of the Buyer enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Buyer of the Contract and the transactions contemplated thereby.

EXHIBIT B

4. The entering into and performance of the Contract and other related documents will not violate any judgment, order, law or regulation applicable to the Buyer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Buyer or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Buyer is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Buyer, threatened against or affecting the Buyer in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Buyer to perform its obligations under the Contract.

6. The equipment subject to the Contract is personal property and, when subjected to use by the Buyer, will not be or become fixtures under the laws of the State in which it is located.

7. All required public bidding procedures regarding the award of the Contract have been followed by the Buyer.

Sincerely,

DELIVERY ORDER NO: 002

Dated as of: _____

To Contract No: 10732

THIS DELIVERY ORDER is issued pursuant to an Equipment Contract dated as of January 8, 2015 (the "Contract"), between the parties to the Contract to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Contract.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Contract for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Buyer shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

Buyer's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Buyer shall have the option to purchase the Equipment described herein in accordance with Paragraph 14 of the Contract upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Contract includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not less than 5.00%.
2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE CONTRACT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Seller shall not be bound by this Agreement until it is executed by an authorized officer of Seller at Seller's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

SELLER:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

BUYER:

Santa Rosa County, Florida
6495 Caroline St, Suite M
Milton, FL 32570

By: _____

Title: _____

By: _____

Title: _____

Info Analysis

Payment Amortization Report

DRAFT

Dates may change at closing

Rate: **2.3900% (Monthly)**

Pr	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	8/26/15	0.00	0.00	0.00	419,960.00	0.00	0.00	419,960.00
1	9/26/15	5,612.52	4,776.10	836.42	415,183.90	836.42	0.00	415,183.90
	2015	5,612.52	4,776.10	836.42		836.42		
2	10/26/15	5,612.52	4,785.61	826.91	410,398.29	826.91	0.00	410,398.29
3	11/26/15	5,612.52	4,795.14	817.38	405,603.15	817.38	0.00	405,603.15
4	12/26/15	5,612.52	4,804.69	807.83	400,798.46	807.83	0.00	400,798.46
5	1/26/16	5,612.52	4,814.26	798.26	395,984.20	798.26	0.00	395,984.20
6	2/26/16	5,612.52	4,823.85	788.67	391,160.35	788.67	0.00	391,160.35
7	3/26/16	5,612.52	4,833.46	779.06	386,326.90	779.06	0.00	386,326.90
8	4/26/16	5,612.52	4,843.08	769.43	381,483.81	769.43	0.00	381,483.81
9	5/26/16	5,612.52	4,852.73	759.79	376,631.09	759.79	0.00	376,631.09
10	6/26/16	5,612.52	4,862.39	750.12	371,768.69	750.12	0.00	371,768.69
11	7/26/16	5,612.52	4,872.08	740.44	366,896.61	740.44	0.00	366,896.61
12	8/26/16	5,612.52	4,881.78	730.74	362,014.83	730.74	0.00	362,014.83
13	9/26/16	5,612.52	4,891.50	721.01	357,123.33	721.01	0.00	357,123.33
	2016	67,350.21	58,050.58	9,289.63		9,289.63		
14	10/26/16	5,612.52	4,901.25	711.27	352,222.08	711.27	0.00	352,222.08
15	11/26/16	5,612.52	4,911.01	701.51	347,311.07	701.51	0.00	347,311.07
16	12/26/16	5,612.52	4,920.79	691.73	342,390.28	691.73	0.00	342,390.28
17	1/26/17	5,612.52	4,930.59	681.93	337,459.69	681.93	0.00	337,459.69
18	2/26/17	5,612.52	4,940.41	672.11	332,519.28	672.11	0.00	332,519.28
19	3/26/17	5,612.52	4,950.25	662.27	327,569.03	662.27	0.00	327,569.03
20	4/26/17	5,612.52	4,960.11	652.41	322,608.92	652.41	0.00	322,608.92
21	5/26/17	5,612.52	4,969.99	642.53	317,638.94	642.53	0.00	317,638.94
22	6/26/17	5,612.52	4,979.89	632.63	312,659.05	632.63	0.00	312,659.05
23	7/26/17	5,612.52	4,989.80	622.71	307,669.25	622.71	0.00	307,669.25
24	8/26/17	5,612.52	4,999.74	612.77	302,669.50	612.77	0.00	302,669.50
25	9/26/17	5,612.52	5,009.70	602.82	297,659.80	602.82	0.00	297,659.80
	2017	67,350.21	59,463.53	7,886.68		7,886.68		
26	10/26/17	5,612.52	5,019.68	592.84	292,640.12	592.84	0.00	292,640.12
27	11/26/17	5,612.52	5,029.68	582.84	287,610.45	582.84	0.00	287,610.45
28	12/26/17	5,612.52	5,039.69	572.82	282,570.76	572.82	0.00	282,570.76
29	1/26/18	5,612.52	5,049.73	562.79	277,521.02	562.79	0.00	277,521.02
30	2/26/18	5,612.52	5,059.79	552.73	272,461.24	552.73	0.00	272,461.24
31	3/26/18	5,612.52	5,069.87	542.65	267,391.37	542.65	0.00	267,391.37
32	4/26/18	5,612.52	5,079.96	532.55	262,311.41	532.55	0.00	262,311.41
33	5/26/18	5,612.52	5,090.08	522.44	257,221.33	522.44	0.00	257,221.33

Info Analysis Payment Amortization Report

Interest Rate: **2.3900% (Monthly)**

Year	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
14	6/26/18	5,612.52	5,100.22	512.30	252,121.11	512.30	0.00	252,121.11
15	7/26/18	5,612.52	5,110.38	502.14	247,010.73	502.14	0.00	247,010.73
16	8/26/18	5,612.52	5,120.55	491.96	241,890.18	491.96	0.00	241,890.18
17	9/26/18	5,612.52	5,130.75	481.76	236,759.43	481.76	0.00	236,759.43
	2018	67,350.21	60,900.38	6,449.83		6,449.83		
18	10/26/18	5,612.52	5,140.97	471.55	231,618.46	471.55	0.00	231,618.46
19	11/26/18	5,612.52	5,151.21	461.31	226,467.25	461.31	0.00	226,467.25
20	12/26/18	5,612.52	5,161.47	451.05	221,305.78	451.05	0.00	221,305.78
21	1/26/19	5,612.52	5,171.75	440.77	216,134.03	440.77	0.00	216,134.03
22	2/26/19	5,612.52	5,182.05	430.47	210,951.97	430.47	0.00	210,951.97
23	3/26/19	5,612.52	5,192.37	420.15	205,759.60	420.15	0.00	205,759.60
24	4/26/19	5,612.52	5,202.71	409.80	200,556.89	409.80	0.00	200,556.89
25	5/26/19	5,612.52	5,213.07	399.44	195,343.82	399.44	0.00	195,343.82
26	6/26/19	5,612.52	5,223.46	389.06	190,120.36	389.06	0.00	190,120.36
27	7/26/19	5,612.52	5,233.86	378.66	184,886.50	378.66	0.00	184,886.50
28	8/26/19	5,612.52	5,244.29	368.23	179,642.21	368.23	0.00	179,642.21
	9/26/19	180,000.00	179,642.21	357.79	0.00	357.79	0.00	0.00
	2019	241,737.69	236,759.43	4,978.26		4,978.26		
	Totals:	449,400.83	419,960.00	29,440.83		29,440.83		

SCHEDULE A-1

Santa Rosa County, Florida

Master Lease Number: 10732

Delivery Order Number: 70823-002

Volvo EW180E Wheeled Excavator S/N: _____

Volvo EW180E Wheeled Excavator S/N: _____

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Contract No. 10732

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 002 dated as of _____ has been completed in accordance with the terms of the above-referenced Contract and that Buyer has duly delivered to and received in proper form from Seller all purchase orders, invoices or such forms or documents required by Buyer to assure commencement of Payments on _____, in accordance with Section 2 of the Contract.

The undersigned has inspected said Equipment. It satisfied provisions of Section 2 of the above-referenced Contract, and it is accepted according to the provisions contained therein.

BUYER:

Santa Rosa County, Florida

By: _____

Title: _____

Date: _____

EXHIBIT D

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN CONTRACT
WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF
BANCORPSOUTH BANK**

WHEREAS, Board of County Commissioners, the Governing Body (the "Governing Body") of Santa Rosa County, Florida (the "Buyer"), acting for and on the behalf of the Buyer hereby finds, determines and adjudicates as follows:

1. The Buyer desires to enter into an Contract with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Contract") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Seller") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the residents served by Buyer that Buyer acquire the Equipment pursuant to and in accordance with the terms of the Contract; and

3. It is necessary for Buyer to approve and authorize the contract.

4. The Buyer desires to designate the Contract as a qualified tax-exempt obligation of Buyer for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Buyer as follows:

Section 1. The Contract and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Seller and the Buyer is hereby approved, and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Contract on behalf of the Buyer.

Section 2. The Contract is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Buyer hereby designates the Contract as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Buyer has designated \$ _____ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, Buyer will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Buyer reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Buyer during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Buyer or by an entity subject to substantial control by Buyer as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Buyer to do all things necessary in furtherance of the obligations of the Buyer pursuant to the Contract, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____

The motion having received the affirmative vote of all members present, the _____ declared the motion carried and the resolution adopted this the _____ day of _____.

(Signature)

ATTEST:

(SEAL)

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the _____ of Santa Rosa County, Florida (the "Buyer"), am duly authorized to execute that certain Contract, dated as of January 8, 2015, (the "Contract") by and between Buyer and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Contract has been designated by Buyer as a qualified tax-exempt obligation of Buyer for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Buyer is a political subdivision of the State of Florida.

3. The Contract is being issued in calendar year _____.

4. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Buyer had designated the Contract as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Buyer on _____.

8. In calendar year _____, Buyer had designated \$ _____ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, Buyer will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

9. Buyer reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Buyer during calendar year _____ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Buyer or by an entity subject to substantial control by Buyer, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,

Santa Rosa County, Florida

By: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Santa Rosa County, Florida		2 Issuer's employer identification number (EIN) 59-6000842
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 6495 Caroline St, Suite M	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Milton, FL 32570		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a 850-983-1877

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ▶ 2 New Volvo EW190E Wheeled Excavators		419,960 00
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
	\$ 419,960.00	\$	2.93 years	2.39 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		
23 Issue price of entire issue (enter amount from line 21, column (b))		
24 Proceeds used for bond issuance costs (including underwriters' discount)		
25 Proceeds used for credit enhancement		
26 Proceeds allocated to reasonably required reserve or replacement fund		
27 Proceeds used to currently refund prior issues		
28 Proceeds used to advance refund prior issues		
29 Total (add lines 24 through 28)		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

*** THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED *
ON THE BUYER'S LETTERHEAD.**

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

RE: Contract No.10732, dated January 8, 2015

Ladies and Gentlemen:

The equipment purchased under the above-referenced contract, and associated peripheral equipment that we are buying under said contract, will be used by the _____ . The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____
_____ and are deemed to be essential to the efficient operation of the
_____.

Sincerely,



BancorpSouth
Equipment Finance

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

To whom it may concern:

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with a invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to the proof of insurance we also ask that BancorpSouth Equipment Finance be listed as "**Loss Payee on physical damage**" for the leased or financed equipment to be mailed back to us along with the invoice and the Executing Documents/Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at Post Office Box 15097 Hattiesburg, MS 39404-5097 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED
AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the check issued for payment of the equipment when you return these signed documents.

Check Here

If we are to fund the equipment vendor(s).

Please call 1-800-222-1610 with any questions.
BancorpSouth Equipment Finance

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Williamson
Vice Chairman: Commissioner Cole

July 20, 2015

Budget:

- 1) **Budget Amendment 2015 – 182** in the amount of \$ **19,500** to carry forward unspent funds for the software subscription for CAD system for the Enhanced 911 Program.
- 2) **Budget Amendment 2015 – 183** in the amount of \$ **78,000** to establish the budget for Florida Defense Support Task Force grant funding for the purpose of updating the 2003 Land Acquisition Study and the 2006 prioritized land acquisition property list as approved at the July 9, 2015 meeting.
- 3) **Budget Amendment 2015 – 184** in the amount of \$ **9,590** for the replacement of an identified bad section of fiber optic cable between the Santa Rosa County Administration Building and the Emergency Operations Center (EOC). Insurance will not cover the damaged fiber.
- 4) **Budget Amendment 2015 – 185** in the amount of \$ **25,000** carry forward grant funds received for the bike/pedestrian path in the south end and allocates for expenditure.
- 5) **Budget Amendment 2015 – 186** in the amount of \$ **32,950** to fund the modifications and repairs to the Central Tower from ICP reserves in order to bring the load requirements to current standards.

County Expenditure/Check Register:

- 6) Discussion of County Expenditures / Check Register

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: July 14, 2015

FROM: **Enhanced 911 Program**
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:	105-3990001	Cash Carried Forward	\$ 19,500
To:	3420 – 546001	Repair and Maintenance	\$ 19,500

State reason for this request:

Allocation of funds required to cover expense of software subscription for CAD system. These are funds previously unspent in FY2014 budget. Intrado failed to fully invoice for software support maintenance.

Requested by Brad Baker/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-182**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: July 20, 2015

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of July, 2015.

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: July 14, 2015

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	104 – 33420031	Florida Defense Support Task Force Grant	\$ 41,310
	104 – 3990001	Cash Carried Forward – REPI Funds	\$ 36,690
To:	4011 – 534001	Other Contractual Services	\$ 78,000

State reason for this request:

Establishes budget for Florida Defense Support Task Force grant funding for the purpose of updating the 2003 Land Acquisition Study and the 2006 prioritized land acquisition property list as approved at the July 9, 2015 meeting.

Requested by Sheila Fitzgerald/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-183**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: July 20, 2015

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of July, 2015.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Sheila Fitzgerald
Sent: Tuesday, July 14, 2015 9:53 AM
To: Jayne Bell
Cc: Henry Brewton; Erica Grancagnolo
Subject: Budget Amendment - 2015/2016 FDSTF Award

Jayne,

Please process the following budget amendment:

From:	104-33420031	Florida Defense Support Task Force Grant	\$41,310
	104-3990001	Cash Carried Forward – REPI Funds	\$36,690
To:	4011 – 534001	Other Contractual	\$78,000

Establishes budget for Florida Defense Support Task Force grant funding for the purpose of updating the 2003 Land Acquisition Study and the 2006 prioritized land acquisition property list as approved at the July 9, 2015 meeting.

***Please note, my email address is now sheilaf@santarosa.fl.gov.

Sheila A. Fitzgerald, 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
sheilaf@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: July 14, 2015

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>
Fund 001:	9001 – 599001	Reserve For Contingencies	(\$ 9,590)
	0120 – 546001	Repairs & Maintenance	\$ 9,590

State reason for this request:

To provide replacement of an identified bad section of fiber optic cable between the Santa Rosa County Administration Building and the Emergency Operations Center (EOC). Insurance will not cover the damaged fiber.

Requested by: Aleta Floyd/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-184**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: July 20, 2015

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of July, 2015.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Aleta Floyd
Sent: Tuesday, July 14, 2015 11:32 AM
To: Jayne Bell
Subject: RE: fiber issue
Attachments: Santa Rosa Fiber Repair and Splicing PROPOSAL 7-13-15.pdf

Jayne,
Attached is the quote to repair the damaged fiber.
Is there a contingency line that we can pull a po from?
Thanks!,
Aleta

From: Aleta Floyd
Sent: Wednesday, June 24, 2015 8:47 PM
To: DeVann Cook
Cc: Melissa Lloyd; Jayne Bell; Hunter Walker
Subject: Re: fiber issue

Thanks for checking and I will work with Jayne for a funding source

Thanks ~
Aleta Floyd

On Jun 24, 2015, at 8:16 PM, DeVann Cook <devannc@santarosa.fl.gov> wrote:

Aleta,

Rodent damage is not covered by our property coverage.

DeVann

Sent from my iPhone

On Jun 24, 2015, at 5:57 PM, Aleta Floyd <AletaF@santarosa.fl.gov> wrote:

Do I need to ask Stephen to arrange for that tree to be trimmed?

That is the first step that needs to be done.
The guys cannot do repair work the way it is now.

Thanks,
Aleta

From: Aleta Floyd
Sent: Tuesday, June 23, 2015 11:58 AM
To: DeVann Cook

Global Security International

8757 Rand Ave. Suite B
Daphne, AL 36526
(251) 621-0770
AL GC #46902
Florida License Number EF20000802



PROPOSAL

July 13, 2015

Re: Fiber Repair and Splicing

Global Security International (GSI) would like to offer this proposal to provide replacement of an identified bad section of fiber optic cable between the Santa Rosa County Administrative Building and the Emergency Operation Center (EOC). This price also includes fusion splicing the existing 24-strand single-mode fiber from the entrance Communications Rooms to final locations within each building. GSI will furnish items according to the following Scope of Work.

Scope of Work:

- Replace bad section of 24-strand aerial single-mode fiber between 2 poles located approximately 1,500 feet from the EOC.
- Furnish and install splice cases and perform fusion splicing to replace this bad section.
- Lash new fiber and splices to the existing steel strand between poles.
- Install new wall mount splice enclosures in the Communications Rooms of each building to house the splice of the existing fibers.
- Provide OTDR test results in PDF format at completion

Santa Rosa County to provide any additional tree trimming required.

Total price for this scope of work: **\$9,590.00**

Best Regards,

Bill Quinn

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: July 15, 2015

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 – 3990001	Cash Carried Forward	\$ 25,000
To:	3300 – 534001	Other Contractual Services	\$ 25,000

State reason for this request:

Carries forward grant funds received for the bike/pedestrian path in the south end and allocates for expenditure.

Requested by Beckie Cato/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2015-185

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: July 20, 2015

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of July, 2015.

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: July 16, 2015

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	(\$ 32,950)
To:	3410 -- 5460029	R & M – Tower – ICP Funding	\$ 32,950

State reason for this request:

Funds the modifications and repairs to the Central Tower in order to bring load requirements to current standards.

Requested by: Brad Baker /s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2015-186**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: July 20, 2015

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of July, 2015.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.