



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

TONY GOMILLION, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: January 11, 2014

SUBJECT: Coastal Concession

DISCUSSION

Coastal Concessions will discuss their current status and present recommendations for future amendments to the lease to operate the Navarre Beach Pier and Store. This item is a continuation of the discussions from the December 10, 2015 meeting.

BACKGROUND

The current lease was entered into on January 1, 2014, and is scheduled to expire on December 31, 2016. The County attorney sent a letter to the lessee in November which outlined the outstanding balances owed and set forth the terms of default. During the Board's discussion in December, the Board allowed for certain exceptions to that default until the January 11, 2016 meeting. Included in the backup, is a copy of the information supplied by the lessee, a copy of the County Attorney's letter dated November 17, 2015, a copy of the lease agreement, and the report from the Clerk's office as of January 6th.

ACTIONS TO BE CONSIDERED

- 1) A decision concerning default status and/or lease amendments. Also, considerations for forgiveness of some portion of outstanding fees due.
- 2) If the lessee is declared in default? Conduct a Board discussion of the ongoing operations.
 - a. Possibly have a "Visit the Pier month in January" for free in order to allow time for well thought out operational plan on gate collections.
 - b. Staff has done some research on the possibility of a card reader automated gate but have not found a fisherman friendly version for consideration at this point.



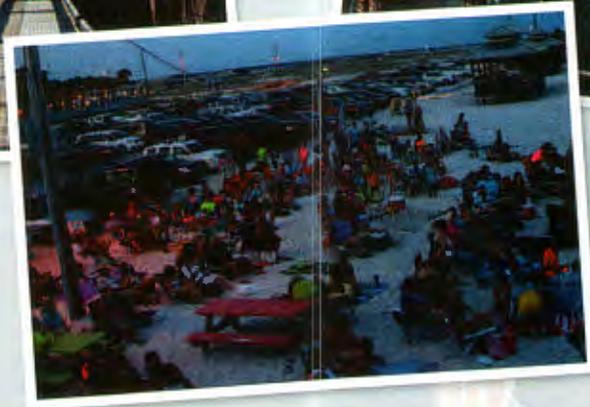
COASTAL CONCESSIONS

Proposal to Amend Pier Agreement 2016



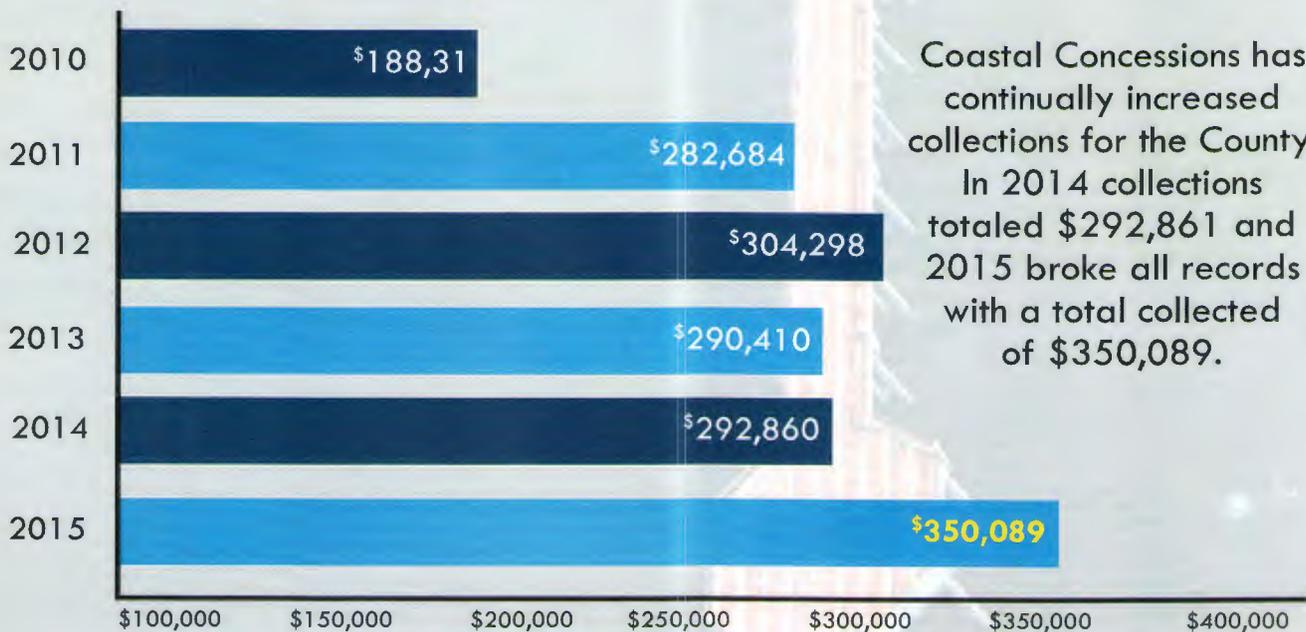


COASTAL CONCESSIONS



THE PIER BY THE NUMBERS

PIER COLLECTIONS 2010 - 2015



Coastal Concessions has continually increased collections for the County. In 2014 collections totaled \$292,861 and 2015 broke all records with a total collected of \$350,089.



COASTAL CONCESSIONS



As everyone knows, Coastal did not inherit the promised turn-key operation.

You made a deal with the county for a turnkey operation and then you had to outlay \$180,000 to get this to a functional business...It doesn't look like we met our end of the bargain.

—Rob Williamson — Dec. 7

The main objective for year one was to re-build and focus on operations. The idea is not to dwell on the past, but to remind the County the hardships we have had to overcome.

The immediate needs that we had to address included getting rid of a huge rodent problem, trouble shooting the electrical, plumbing, sewer and communication lines.

The condition was much worse than we could have anticipated.

Coastal Concessions set aside \$50,000 - \$65,000 for a turn-key operation.

Instead we spent a total of **\$179,170** for a complete rebuild. The costs are as follows:

Kitchen:

Hood system \$12,500

Equipment \$14,219

Walls/flooring \$4,500

Contractor \$38,406

Total: \$69,625

Store:

Shelving \$800

Flooring \$450

Countertop \$395

Equipment \$3,400

Total: \$5,045

Bar:

Build out \$55,200

Walk in \$9,400

Equipment \$9,300

Total: \$73,900

Misc:

Seating \$9,200

Trash cans \$800

Internet \$3,600

Electrical \$4,200

Total: \$30,600

Coastal Concessions made tremendous strides in a very short time. We built a new kitchen, remodeled and upgraded the store, build a new bar, installed a new walk-in refrigerator, built a new down stairs bar, upgraded power, water and communications lines. We rid the pier of drugs, underage drinking, fights and loud music and have turned it into a family environment.



COASTAL CONCESSIONS



Coastal Concessions appreciates the opportunity to manage Navarre's beloved pier. To ensure successful operations of Navarre Beach Fishing Pier, in the past two years the company has made strides in bringing families back to the pier. We remain on the front lines for the County every day.

Now that we have become fully operational we would like to focus our energy on improving the aesthetics, marketing, and fine tune operations. Now that we have managed the contract for two years we have been able to find out where the majority of our expenses are being used for.

We are asking for reimbursement of our initial expenses of \$179,170 and one of the options below.

OPTION 1:

Coastal Concessions will continue to maintain pier operations absorbing expenses and labor in exchange for a \$10,000.00/month credit or a direct payment from the County.

County pays pier lights and water and bathroom lights and water.

OPTION 2:

County takes responsibility for all pier and public restroom expenses including trash bags, garbage cans, benches, trash pick-up, cleaning, pressure washing, water, and power with the addition of labor. Preferably, all accounts would then be in the county's name as reimbursements will only add to the chaos. Coastal will assist whenever needed. It is in our best interest to keep the pier open for business. In the event of a county scheduling conflict Coastal will ensure it stays open. County will have a separate POS system.

County pays pier lights and water and bathroom lights and water.

OPTION 3:

Same as option 2 but with split labor costs. Coastal Concessions will provide pier labor for the months of March 1st - September 30th. County will provide pier labor for the months of October - February. Annually, this will help both party's labor cost. County will maintain a separate POS system and deposit.

County pays pier lights and water and bathroom lights and water.





COASTAL CONCESSIONS

In regards to the pier itself, excluding the restaurant, store and bar), the County receives 100% of pier admissions. However, Coastal Concessions is responsible for 100% of the pier expenses. More than \$250,000 has been spent to maintain the pier itself. Below is a breakdown of our costs per month to operate the pier and collect admissions:

Expense	Monthly	Annually
Labor (minus store hours)	\$3,308.50	\$39,702
Cleaning Labor	\$ 540.00	\$ 6,480
Internet/Phone/Alarm	\$ 336.00	\$ 4,032
Paper/cleaning products	\$1,400.00	\$16,800
Trash	\$ 582.50	\$ 6,990
Pressure Washing	\$ 490.00	\$ 5,880
POS Service Charge	\$ 50.00	\$ 600

Total Investment:

Initial Investment	\$179,170
23 month Expense	\$154,261
Initial POS Investment	\$ 12,800
Total	\$346,231





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

November 17, 2015

CERTIFIED MAIL, RETURN
RECEIPT REQUESTED

Mr. Scott Rayner, Managing Member
COASTAL CONCESSIONS, LLC
2270 Highway 87
Navarre, Florida 32566

RE: Navarre Beach Gulf Pier

Dear Mr. Rayner:

Pursuant to the Agreement for Operation and Management of Navarre Beach Gulf Pier and Concessions dated January 1, 2014, entered into between your company and Santa Rosa County, Florida, you are hereby notified that you are in breach of the said Agreement by your failure to pay the following sums:

\$ 6,996.60	}	2014 Audit under reported admission fees
\$ 186.43		2014 Audit 3.1% under reported sales
\$ 8,124.77		2014 Audit Late Fees
\$ 28,762.61		September Collections
\$ 1,438.13		Late fee on September Collections
\$ 1,438.13		Returned check fee on September Collections
\$ 28,908.02		Utilities paid by the County on behalf of Coastal Concessions
(Unknown)		October Collections – due 11-16-2015
(Unknown)		Late Fee on October Collections – due 11-16-2015

You are required to remove and cure this breach within thirty (30) days of the date of this notice. Failure to do so will result in Santa Rosa County declaring the agreement rescinded and the County will, without further notice, re-enter and retake possession of the premises.

Mr. Scott Rayner, Managing Member
November 17, 2015
Page 2

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy V. Andrews", with a long horizontal flourish extending to the right.

Roy V. Andrews
County Attorney

RVA/wcp

cc: Mr. Scott Rayner, Managing Member (U. S. Regular Mail)
Santa Rosa County Board of County Commissioners
Hunter Walker, County Administrator

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

**AGREEMENT FOR OPERATION AND MANAGEMENT
OF NAVARRE BEACH GULF PIER AND CONCESSION**

THIS AGREEMENT FOR OPERATION AND MANAGEMENT OF NAVARRE BEACH GULF PIER AND CONCESSION, hereinafter called the "contract", is effective as of January 1, 2014, ("Effective Date"), between SANTA ROSA COUNTY, whose address is 6495 Caroline Street, Milton, Florida 32570, (hereinafter the "County") and TC'S COASTAL PIER, LLC, a Florida limited liability company, whose address is 33 Hoffman Drive, Gulf Breeze, Florida 32561, (hereinafter the "Contractor").

SECTION I - PREMISES

County hereby contracts with Contractor for management of the Navarre Beach Gulf Pier and other amenities on the following property located on Santa Rosa Island, Santa Rosa County, Florida, to-wit the "Premises".

See attached Exhibit "A"

SECTION II - TERM OF CONTRACT

This contract shall extend for a period of three (3) years beginning with the Effective Date. This contract may be extended upon the agreement of both parties for up to two (2) additional one (1) year terms. All terms, provisions and conditions of any renewed contract, other than the term of years shall be subject to negotiation and change.

SECTION III - USE OF PROPERTY

A. The above described property is made available to Contractor through this contract solely for Contractor to provide management of the Navarre Beach Gulf Pier and Premises, as follows:

1. Management of the Navarre Beach Gulf Pier. Contractor shall ensure that the Navarre Beach Gulf Pier (hereinafter "the Pier") is available for walking, fishing and similar recreation. Therefore, Contractor agrees:
 - a. To provide onsite management and maintenance of the Navarre Beach Gulf Pier and to insure that all services are provided in a professional and courteous manner;
 - b. To insure that all possible measures are taken to safeguard the health and well being of patrons of the pier and concession;
 - c. To insure adherence to all applicable regulatory requirements.
2. Operation of Pier Store/Concessions. The area depicted in Exhibit "B" shall be operated as a pier store and concession area in which Contractor shall engage in the

sale of food, snacks, bait, beverages, souvenirs and gifts, sundries, T-shirts, and appropriate fishing equipment. In so providing, Contractor agrees:

- a. To provide a quality bait, tackle, and rental fishing equipment concession available to the public during all pier operating hours;
 - b. To provide and maintain a quality food concession; and
 - c. To provide and maintain clean, quality public restrooms.
 - d. In addition to the above, Contractor may, but shall not be obligated to, provide rental of kayaks, surfboards, paddleboards, snorkel equipment, bicycles and similar items. With each such rental, patrons shall receive proper safety equipment and information regarding areas of the beach on which any of them items is not permitted.
3. Operation of Pier Restaurant. Contractor is desirous of operating a restaurant on the premises. Contractor shall establish a restaurant in the area depicted as Exhibit "C," provided that in no way shall public access to the pier, pier store, or restrooms be inhibited by the restaurant. In so establishing the restaurant, the parties agree:
- a. Contractor shall obtain approval from County in advance of the plans and specifications of the restaurant;
 - b. Restaurant shall serve lunch and dinner, seven-days per week. Serving breakfast shall be optional.
 - c. Contractor's restaurant hours may not be more expansive than the hours established by the County for the pier, though the restaurant is not required to be open for the entirety of the hours of pier operation (provided 3.b., above is complied with).
 - d. The restaurant shall be closed when the pier is closed, unless otherwise approved by the County.
4. For all portions of the Premises, Contractor shall:
- a. Provide a high level of supervision, safety and maintenance of the pier which will ensure that the pier can be enjoyed equally and safely by all members of the public;
 - b. Provide for quality family-oriented use of the pier as a multi-recreational facility.
 - c. Contractor will pay all utility costs associated with all parts of the premises.
 - d. Contractor will provide daily trash collection around and from the premises, including regular removal of refuse from the adjacent parking lot. Contractor shall pay for and maintain a dumpster in the adjacent parking lot for the disposal of refuse.
 - e. Contractor will be responsible for the cleanliness and safety on the premises and shall not permit refuse to accumulate on any portion thereof. Contractor shall maintain the premise is a neat and attractive manner.
 - f. Contractor will be responsible for the patrons to adhere to all pier rules established by Santa Rosa County.

- g. Contractor will be responsible for hosing the pier daily or as needed and shall provide all paper products, trash bags and cleaning supplies necessary for the performance of the duties outlined herein.

B. The Contractor further agrees to comply with the State of Florida Sovereignty Submerged Land Lease (No. 570001181) covering the Premises (attached hereto as Exhibit "D") and any amendments thereto.

SECTION IV - CONTRACT FEES

A. Pier admission fees. Contractor hereby agrees to collect pier admission fees and to pay to the County all sale receipts for entry to the Navarre Beach Gulf Pier. Admission fees, including the price and availability of annual, weekly or other special passes, shall be as set by County. Contractor shall not waive, reduce or deviate from the County's set fee schedule. A copy of the fee schedule is attached hereby as Exhibit "E," which schedule may be amended by the County from time to time. These fees are not deemed rental but are revenue of the County collected for County by Contractor.

Contractor shall remit the previous month's admission fees to County on or before the fifteenth (15th) of each month. If not received by the County, at the address designated herein, by the sixteenth (16th) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit fees by the thirtieth (30th) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for admissions fees. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County. Contractor's system shall permit County remote access to review pier admissions in "real time."

B. Percentage of revenue: In addition to pier admissions, Contractor hereby agrees to remit to County three and one-tenth percent (3.1%) of gross revenues received by the pier store and the pier restaurant.

Contractor shall remit the previous month's revenue percentage to County on or before the fifteenth (15th) of each month. If not received by the County, at the address designated herein, by the sixteenth (16th) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit revenue percentage by the thirtieth (30th) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for sales/revenue. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs

related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County.

SECTION V - INSURANCE AND INDEMNITY

All personal property which may be on the Premises during the term of this contract shall be there at the sole risk of Contractor, or those claiming under Contractor, and County shall not be liable to Contractor, or any other persons for property in or upon the Premises. Furthermore, County shall not be liable to Contractor or to Contractor's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of the facilities. Contractor accepts the Premises as wholly suitable for the purpose for which it is contracted and agrees to hold County harmless from any claims based on the condition or suitability of the Premises.

Additionally, Contractor hereby agrees to defend, indemnify and save harmless County from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the Premises, or on any adjoining public property utilized by Contractor for any special event or activity approved by the County, unless the claim is for injuries or damages caused by the negligence of the County.

Contractor shall purchase and maintain commercial general liability insurance endorsed to provide contractual liability with limits in the amount of not less than \$1,000,000 combined single limits. Santa Rosa County, its agents, and employees shall be listed as an additional insured under the commercial general liability. Contractor shall also maintain separate liquor liability insurance with minimum coverage of \$1,000,000, naming Santa Rosa County as additional insured.

Contractor shall purchase and maintain statutory worker's compensation coverage, including employer's liability, unless not required by law because contractor employs no employees. All such coverages shall be written with insurance companies admitted to do business in Florida. Any policies written with non-admitted insurance companies shall be subject to specific approval by the County. Insurance certificates shall be provided to the County, and these certificates shall contain a thirty (30) day cancellation clause.

SECTION VI - COMPLIANCE WITH LAWS

Contractor agrees to comply with all laws, ordinances, rules and regulations now in effect or, subject to Contractor's contractual rights set forth in this contract, hereafter enacted by any governmental body having jurisdiction over the Premises, and Contractor shall not make or allow to be made any unlawful, improper or offensive use of the Premises and shall keep the Premises in a clean, attractive and safe condition. Contractor further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

SECTION VII - MAINTENANCE OF REQUIRED LICENSES

Contractor shall obtain all licenses required by all governmental authorities having jurisdiction over the Premises for the type of business operated by Contractor and shall maintain all required licenses during the term of this contract.

SECTION VIII - TAXES AND ASSESSMENTS

Contractor shall pay and discharge all future taxes, sales taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the Premises. In addition, upon notice from County, Contractor agrees to assume County's defense and indemnify County for any claim related to all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged or imposed upon the Premises, which relate to Contractor's tenure as pier manager.

SECTION IX - COUNTY'S ACCESS

The County and its designated agents, shall at all reasonable times have access to the Premises for the purpose of inspecting and determining whether Contractor has complied with its obligations pursuant to this contract.

SECTION X - PROHIBITED USES

Contractor covenants and agrees not to use or occupy the Premises for any purpose other than herein specified, or permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the County.

SECTION XI - OPERATION AND CONDUCT OF BUSINESS

Contractor covenants and agrees as follows:

- A. To comply with all laws and regulations relating to the operation of any business, and to any property used in connection therewith, on the Premises and to operate said business in a first class manner consistent with the public purpose to be served by the County and in the best interest of the public.
- B. Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct of any kind on the Premises.
- C. The County shall have the right to audit all records, documents, and books pertaining to pier admission fees at any time. Such audit will be conducted at locations and at a frequency determined by the County and/or the County and communicated to the Contractor. The Contractor agrees to provide any requested materials for the audit at the designated place within five (5) days after the County notice is received. Books of original entry and source documents shall be retained for a period of not less than three (3) years.

- D. The Contractor agrees to cooperate with the County in conducting surveys, providing reports of visitor contacts and responding to County inquiries about public usage of the concession or facility services.
- E. The Contractor agrees the premises shall be open and adequately staffed seven (7) days per week. Contractor may request changes to the hours, including holiday closures and hours, of the County. The County shall establish the hours during which the premises shall be open, which hours may be amended from time to time at the sole discretion of County. The operational hours in effect upon the effective date of this agreement are attached hereto as Exhibit "F." If Contractor develops a restaurant on the premises, it may establish the operational hours of the restaurant, provided those hours are not earlier in the day nor later in the evening than those hours established by County.
- F. Within forty-five (45) days of the execution of this agreement, Contractor shall submit to County an annual Business and Operations Plan, subject to the approval of County, which shall not be unreasonably withheld. Contractor shall upon each anniversary of this agreement submit for approval its Business and Operations Plan for the following year. County approval shall not be unreasonably withheld.
- G. Periodic cold weather or rain shall not be considered as sufficient cause to cease business operations at the Navarre Beach Gulf Pier; however Contractor reserves the right to request closure during conditions unsuitable for its use including extended periods of inclement weather and/or dangerous and unsafe conditions. The County's approval of closure in such cases shall not be unreasonably withheld. In addition, the County, through the actions of its County Administrator, reserves the right to close all or any portion of the premises in the event of tropical storm, hurricane or other condition in which the County Administrator, in his sole discretion, deems that closure is in the best interest of the public.
- G. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations referred to by this contract; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of the Premises.
- H. Contractor shall be permitted to store certain items beneath the pier in an enclosure acceptable to County.
- I. The premises include a sand area (Exhibit "G") on which Contractor may (but shall not be required to) establish no more than two volleyball courts. The area may also be used for activities typically associated with a public beach, such as picnicking, sunbathing, etc. but shall be put to no other uses. Should Contractor desire to light the area, it shall do so in a manner which is in compliance with local and state laws and which is acceptable to County.
- J. County reserves the right to regulate lighting on all portions of the leasehold premises, including requiring removal of lights which may be detrimental to sea- or wildlife or requiring that certain lights remain on for safety.

- K. Contractor acknowledges that the premises exist for the use of the general public and not for private events. As such, no portion of the pier shall be closed for a private event. The restaurant may not be open for private parties or otherwise for hours in excess of those established by County.
- L. Contractor shall make every effort to insure that no fisherperson uses "chum" to attract any shark or other sea life.
- M. Contractor shall not permit amplified sound on the premises between the hours of 10:00 p.m. and 8:00 a.m. Contractor shall take whatever steps are required by County, in County's sole discretion, to insure that noise from the premises does not impact surrounding properties, including but not limited to the elimination of amplified sound or elimination of music.
- N. The use of the premises by private entities or individuals for commercial activities, i.e. exercise or dance classes, etc., shall be prohibited, except for private events in the restaurant as previously outlined herein.
- O. Contractor shall be permitted to use the name "Navarre Pier"/"Navarre Beach Pier" and variations thereof in advertising and social media. However, County reserves the right to approve all content. **At the expiration of this contract, all social media accounts, websites and advertising shall be transferred to County.**
- P. Registered sex offenders and registered sexual predators are not permitted on the premises. Contractor shall conduct pre-employment background screenings on its employees to ensure that they are not registered sex offenders or registered sexual predators.
- Q. Contractor shall annually provide college scholarships of at least \$1500 to deserving Santa Rosa County students and shall furnish proof of same to County.

**SECTION XII - ENFORCEMENT OF CONTRACT; FORFEITURE;
BREACH; REMEDIES; NONWAIVER; ATTORNEY'S FEE**

A. County may enforce the performance of this contract in any manner provided by law. The following actions or failures on the part of the Contractor shall constitute a breach under the terms of this contract ("Event of Breach"):

- 1. If Contractor shall desert or vacate the Premises;
- 2. If breach shall be made by the Contractor in the payment of fees as specified in this contract;
- 3. If breach shall be made by Contractor in the performance of any of the terms or conditions of this contract that Contractor is to perform;
- 4. If Contractor shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Contractor's business;

5. If Contractor shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

B. Upon the occurrence of an Event of Breach and if Contractor shall not have completely removed or cured the breach within thirty (30) days from the date of County's written notice to Contractor of breach and of County's intention to declare the contract rescinded, this contract shall come to an end as if the date established by notice of rescission were the date originally fixed herein for the expiration of the term of this contract without any further notice from County to Contractor. Additional time to cure any breaches in the contract may be granted by the County for good cause, and such approval will not be unreasonably withheld. County or County's agent or attorney shall thereafter have the right, without further notice or demand to reenter and remove all persons and Contractor's property from the Premises without being deemed guilty of any trespassing.

C. In the event any report or payment in full required under this contract is not submitted on or before the date specified, the Contractor will owe the County \$100 in late reporting fees. In the event full payment of all fees due shall not be made to the County within fifteen (15) days after the date on which such payment becomes due, there shall be a late charge payment of ten percent (10%) of the amount due.

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

E. If the County retains attorneys, auditors or others to assist it in the collection of any sums due hereunder, which are not paid on the due date, or to enforce any of the provisions of this contract or to seek its termination, Contractor shall pay reasonable enforcement, collection, attorney's fees, auditor costs, or other costs incurred, whether or not suit is necessary. If a legal action is filed to collect any sums falling due hereunder, to enforce any provisions hereof or to terminate this contract, Contractor shall pay all reasonable costs, expenses and charges incurred in said proceedings, including costs incurred for any appeals.

F. It is expressly agreed and understood that this Section is a material part of this contract and that the County entered into this contract and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this Section.

SECTION XIII - INDEPENDENT CONTRACTOR

It is acknowledged that at all times the Contractor is performing as an independent Contractor and not as an employee, representative or agent of the County and that neither the Contractor nor its employees are entitled to accrue any benefits of County employment, including retirement benefits and any other rights or privileges connected with employment in the Santa Rosa County Civil Service.

It is understood and agreed that no part, parcel, building, structure, equipment or space is leased to the Contractor, that it is a contractor and not a lessee; and that the Contractor's right to operate the pier and concession shall continue only so long as the pier and concession operations comply with and are in accordance with the terms and conditions of this contract.

SECTION XIV - END OF TERM

Upon the expiration or sooner termination of this contract, Contractor shall be allowed a period of fifteen (15) days in which to remove all personal property, and Contractor shall leave all improvements in as good a state and condition as reasonable use and wear will permit.

SECTION XV - PARAGRAPH HEADINGS

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

SECTION XVI - ENTIRE CONTRACT

Except as provided below, this instrument constitutes the entire contract between County and Contractor on the subject of this contract, and, except as provided for herein, all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this contract are canceled and superseded by the provisions of this contract.

SECTION XVII - WAIVER

Failure on the part of County to complain of any action or nonaction on the part of Contractor, no matter how long it may continue shall never be deemed to be a waiver by the County of any of its rights under this contract. Further, the County and the Contractor covenant and agree that should the County at any time waive any provisions of this contract as to any action by Contractor requiring County's consent or approval, the County shall not be deemed to have waived or render unnecessary County's consent or approval as to any subsequent similar act by Contractor.

SECTION XVIII - NONASSIGNABILITY

No whole or partial assignment or subcontracting of this contract, or of any duty or obligation of performance arising hereunder, shall be made by Contractor without the prior written consent of the County.

Contractor shall not sell, assign or transfer any interest greater than five percent (5%) of the interest in its limited liability company without the prior written consent of County, nor shall Contractor sell, assign or transfer or permit the sale, assignment or transfer of any interest greater than five percent (5%) in any entity which is a member of the limited liability company without the prior written consent of County. This restriction on sale, transfer and assignment shall extend to any entity which is a member or stockholder of any entity holding an interest in the limited liability company's management entities.

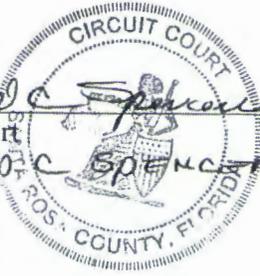
SECTION XIX- MODIFICATIONS IN WRITING

No modifications or amendments to this contract will be permitted without prior approval from the County and its legal counsel. Any and all modifications or amendments must be in writing and executed by both parties.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals this 12th day of December, 2013.

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

ATTEST:


Donald C. Spencer
Clerk of Court

By: Jim Melvin
Jim Melvin, Chairman

**LESSEE: TC's COASTAL PIER, LLC.
BY COASTAL CONCESSIONS, LLC,
ITS MANAGING MEMBER AND
INCITE SOLUTIONS, LLC,
ITS MANAGING MEMBER, AND
WISE CHOICE HOLDINGS, LLC,
ITS MANAGING MEMBER**

WITNESSES:

Merry Andrews
Sarah Duffalo
Merry Andrews
Sarah Duffalo

By: Scott Rayner
Scott Rayner Managing Member for
Incite Solutions, LLC

By: Joseph Bryant
Joseph Bryant, Managing Member for
Wise Choice Holdings, LLC

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

BEFORE ME, the undersigned authority, personally appeared Scott Rayner, as Managing Member for Incite Solutions, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 12th day of December, 2013.

**MERRY A. ANDREWS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017**

Merry A. Andrews
Notary Public
My Commission Expires: March 8, 2017
Commission No.: EE 860 697

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared Joseph Bryant, as Managing Member for Wise Choice Holdings, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 12th day of December, 2013.

MERRY A. ANDREWS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Merry Andrews
Notary Public

My Commission Expires: March 8, 2017

Commission No.: EE860697

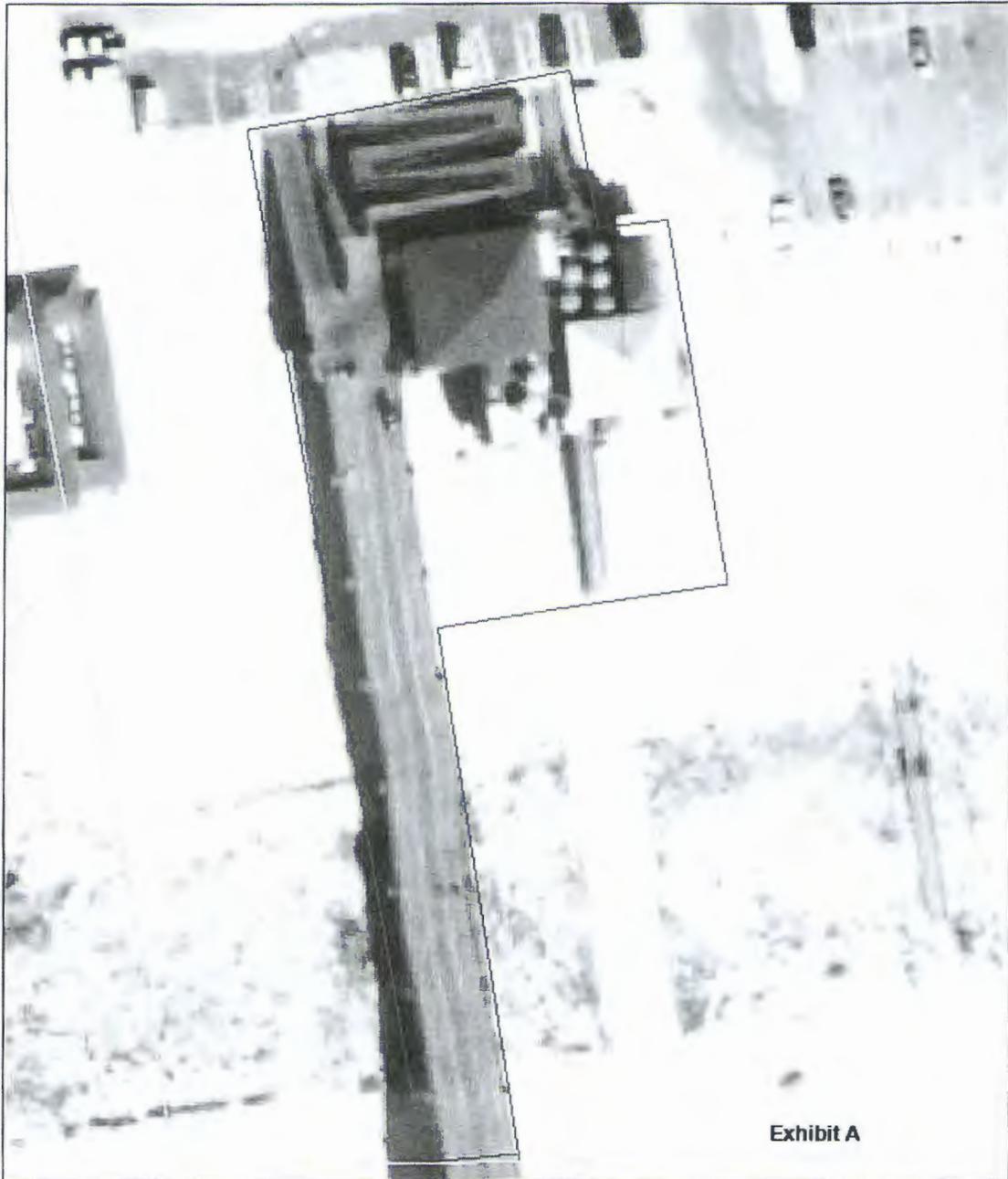


Exhibit A



Disclaimer:
 The GIS maps and data distributed by the Santa Rosa County BOCC departments are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. The Santa Rosa County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the Santa Rosa Commission or any agent, servant, or employee thereof neither is liable nor associated with the use of this data, and assumes no responsibility to maintain it in any manner or form. For further map assistance, call 904-963-1600 or email: gis@co.sr.fl.us. GIS mapping website: <http://www.srmap.com>



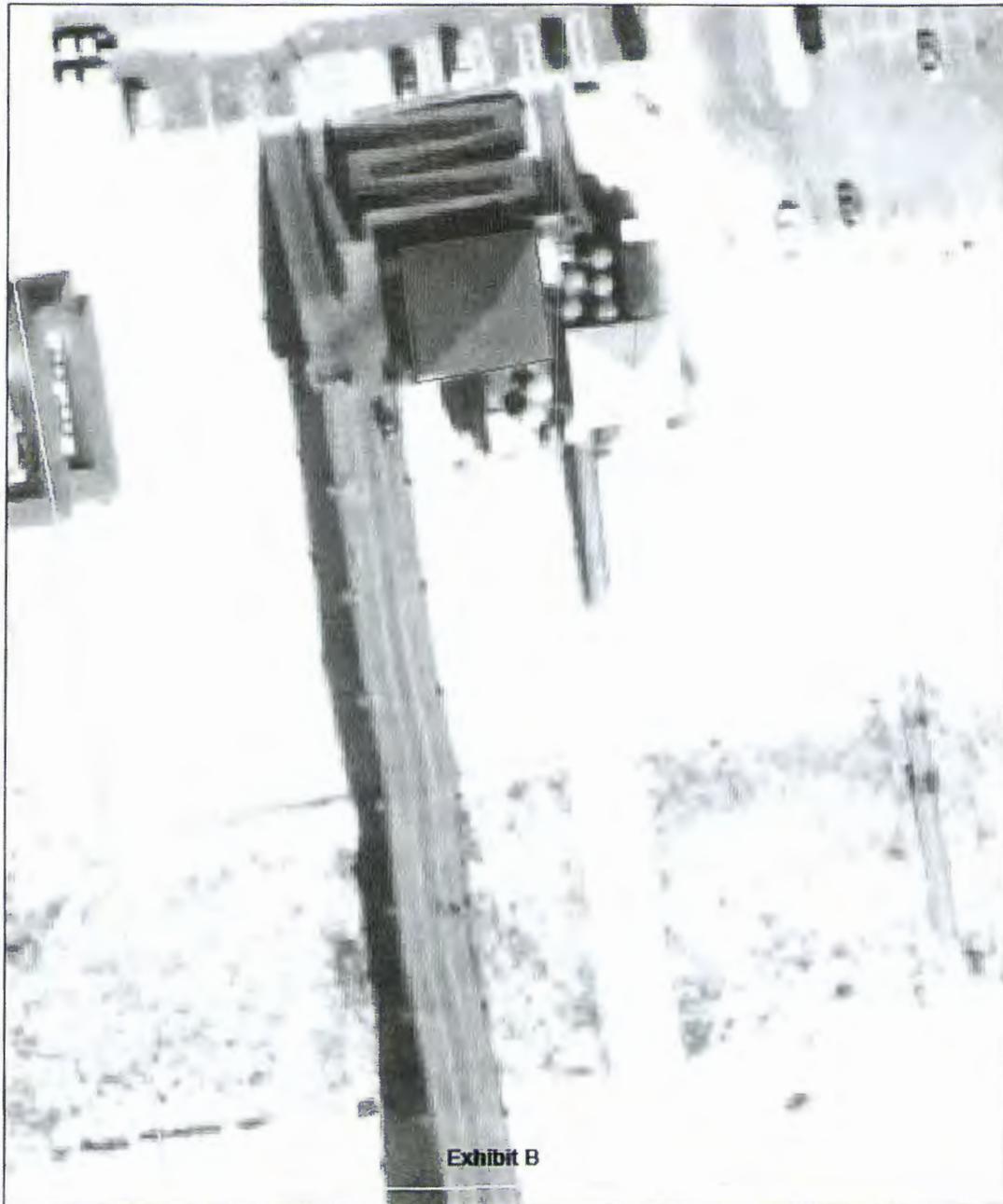


Exhibit B



Disclaimer:
 The GIS maps and data described by the South Broward County SOCC departments are derived from a variety of public and private sector sources considered to be dependable but the accuracy, completeness, and currency thereof are not guaranteed. The South Broward County Commission makes no warranty, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the South Broward Commission or any agent, officer, or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any manner or form. For further map assistance, call 206 643-1540 or email: gis@sbcc.com, SOCC mapping website: <http://gis.sbcc.com>





Exhibit C



Disclaimer:
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EXHIBIT D

**SOVEREIGNTY SUBMERGED LAND LEASE
WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA**

**RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA
IN O.R. BOOK 2980 PAGE 1612**

EXHIBIT E
FEE SCHEDULE

Navarre Beach Pier Admission

Admission for disabled veterans and mobility & visually impaired is free. The pier has an accessible entrance ramp and 16 handicapped accessible railing locations.

Fishing:

Fishing license included in admission

- \$7 adults
- \$6 seniors & active duty military
- \$4 youth (15 & under)
- 5 & under free

Rod rental and bait available at the pier store.

Walkers:

- \$1
- 5 & under free

Weekly Passes:

- Weekly Adult Fishing Pass \$45
- Weekly Youth Fishing Pass \$25
- Weekly Walking Pass \$5

Annual Passes:

- Annual Adult Fishing Pass \$150
- Annual Senior Fishing Pass \$100 (65 years and older)
- Annual Youth Fishing Pass \$75 (Under 16 years old)
- Annual Active Duty Military Fishing Pass \$100
- Annual Family Fishing Pass \$300 (Immediate family defined as spouse and children)
- Annual Walking Pass \$60

Passes can be purchased at the pier store.

EXHIBIT F

HOURS OF OPERATION

5:00 am to 11:00 pm, Sunday, Monday, Tuesday, Wednesday, Thursday

5:00 am to midnight Friday and Saturday

In the event of a federally-recognized Monday holiday, the Pier may be open until midnight on the preceding Sunday.

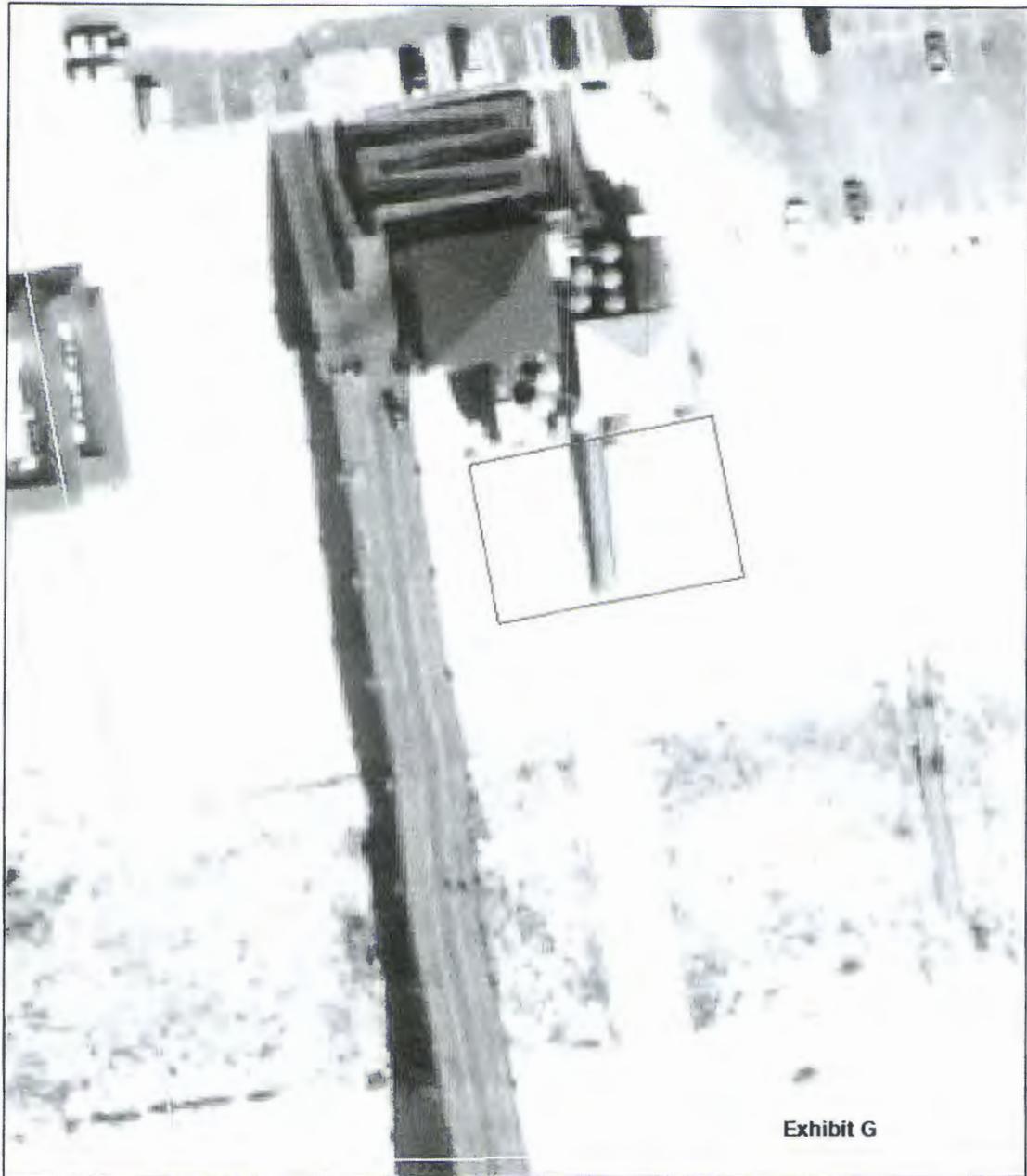


Exhibit G



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Emily Spencer

From: Wade Burroughs <burroughsw@flcjin.net>
Sent: Wednesday, January 06, 2016 4:37 PM
To: Tony Gomillion; Roy Andrews; Board of County Commissioners
Cc: Clerk's Office - Donald C Spencer; Clerk's Office - Michael Burton
Subject: Coastal Concessions

My understanding is that Coastal Concessions was expected to have a zero balance in what they owe to Santa Rosa County by January 6th, 2016.

The office has closed for the day and I have searched the system for any recent receipts from Coastal Concessions and found none.

Nor have I been informed by staff that any payment has been made.

Currently they owe:

- 6,996.60 2014 Audit under reported admission fees
- 186.43 2014 Audit 3.1% under reported sales
- 8,124.77 2014 Audit late fees
- 1,438.13 Late fee for September collections
- 1,419.34 Late fee for October collections
- 28,908.02 Utilities paid by the County on behalf of Coastal Concessions.
- Unknown November collections
- Unknown Late fee on November collections

Thank you,
Wade

From: Wade Burroughs [<mailto:burroughsw@flcjin.net>]
Sent: Wednesday, December 16, 2015 8:09 AM
To: hunterw@santarosa.fl.gov; Roy Andrews; Tony Gomillion (TonyG@santarosa.fl.gov)
Cc: Donald C. Spencer (spencerdc@flcjin.net); 'burtonm@flcjin.net'
Subject: FW: Coastal Concessions

FYI – We did not receive the November payment from Coastal Concessions that was due yesterday.

From: Wade Burroughs [<mailto:burroughsw@flcjin.net>]
Sent: Monday, December 14, 2015 10:53 AM
To: hunterw@santarosa.fl.gov; Roy Andrews
Cc: Donald C. Spencer (spencerdc@flcjin.net); 'burtonm@flcjin.net'
Subject: Coastal Concessions

Hunter/Roy
Just wanted to touch base and make sure we are all on the same page.
My understanding is:

November is due tomorrow on the 15th.

They owe:

- 6,996.60 2014 Audit under reported admission fees
- 186.43 2014 Audit 3.1% under reported sales