CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF MEDITATION

APPROVAL OF MINUTES (Regular Board Meeting 2/12/2020)

CHANGES OR ADDITIONS TO AGENDA

ADOPTION OF AGENDA

CHAIRMAN’S COMMENTS

COMMISSIONER BENDER’S COMMENTS

PENSACOLA BEACH VISITOR’S INFORMATION CENTER

CONSENT AGENDA

10. COMMITTEE REPORTS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, DR. THOMAS CAMPANELLA, CHAIR, MS. KAREN SINDEL AND MS. BRIGETTE BROOKS, MEMBERS

Item # 1 – Request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback. (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.

Item #2 – Request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.
Item # 3 - Request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.

Item # 4 - Request by S & G Investments and Holdings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12 ’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.

Item # 5 - Request by Steven J. Savard – Approval of a Pier Amendment to Residential Lease Agreement for 1215 Panferio, (Lot 1, Block 51, Villa Segunda). (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.

B. DEVELOPMENT & LEASING COMMITTEE, MS. LIZ CALLAHAN, CHAIR, DR. THOMAS CAMPANELLA AND MR. JERRY WATSON, MEMBERS

Item # 1 – Request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate a Beach Rental Service. (Staff report by Robbie Schrock)

The Committee unanimously approved staff’s recommendation.

Item # 2– Request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru. (Staff report by Robbie Schrock)

The Committee unanimously approved staff’s recommendation.

Item # 3 – Notification by Rich Chism, Innisfree Hotels – 2 Via de Luna Drive - to rename the Tiki Golf Business, to “UFO’s Mini Golf, Ice Cream and Arcade”. (Staff report by Robbie Schrock)

No action taken on this item.
C. ADMINISTRATIVE COMMITTEE, MS. KAREN SINDEL, CHAIR, MR. BUBBA PETERS AND MS. BRIGETTE BROOKS, MEMBERS

Item # 1 – Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

The Committee unanimously accepted the report on Financial Statements and Expenditures as presented.

Item # 2 - Approval to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. (Staff report by Paolo Ghio)

The Committee unanimously approved staff’s recommendation.

Item # 3 – Approval of the contract with the Visitor’s Information Center. (Staff report by Robbie Schrock)

The Committee unanimously approved staff’s recommendation.

REGULAR AGENDA

11. Old Business:

Item # 1 – Request by 1591 Vdelu, LLC – 1591 Via de Luna – to sublease to EBIKE on the Island, LLC, to sell, rent, and service Pedego electric bicycles from leasehold property. (Staff report by Robbie Schrock) (Referred from the February 26, 2020 Committee Meeting for additional discussion)

12. New Business:

Item # 1 - Informational report with regard to the new Preliminary FEMA FIRM Map (Staff report by Paolo Ghio)

Item # 2 - Approval of a Modification # 4 to Sub-grant Agreement for FMA-PJ-04-FL-2015-013, to extend the term, increase the funding under the agreement, and modify the scope of work, also approval for the Board Chairman to execute the document. (Staff report by Paolo Ghio)

13. REPORTS

A. ATTORNEY’S REPORT
B. ENGINEER’S REPORT
C. DEVELOPMENT SERVICES DIRECTOR REPORT

14. VISITOR'S FORUM
15. BOARD MEMBER'S FORUM
16. ADJOURN

BRIGETTE BROOKS, CHAIRMAN
THOMAS CAMPANELLA, VICE CHAIRMAN
JERRY WATSON, SECRETARY/TREASURER
LIZ CALLAHAN, ACTING SECRETARY/TREASURER
BUBBA PETERS, MEMBER
KAREN SINDEL, MEMBER
PAOLO GHIO, EXECUTIVE DIRECTOR

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)
1-3. A scheduled meeting of the Santa Rosa Island Authority was held on Wednesday February 12, 2020, beginning at 5:00 p.m. Members in attendance were: Dr. Thomas Campanella, Mr. Jerry Watson, Mr. Bubba Peters, Ms. Karen Sindel, and Ms. Brigette Brooks, Chair. Ms. Liz Callahan was absent. Ms. Brooks led the Pledge of Allegiance, followed by a moment of meditation. She reminded all to turn off their phones and turn on and off their microphones when they speak.

4. APPROVAL OF MINUTES (Regular Board Meeting – 1/8/2020)

Upon motion of Ms. Karen Sindel seconded by Mr. Jerry Watson, the Board unanimously approved the minutes of the Regular Board Meeting (1/8/2020) as presented. (5-0)

5. CHANGES OR ADDITIONS TO AGENDA

6. ADOPTION OF AGENDA

Upon motion of Mr. Jerry Watson seconded by Ms. Karen Sindel, the Board unanimously approved the agenda as presented. (5-0)

7. CHAIR’S COMMENTS

Ms. Brooks welcomed everyone. She asked anyone that wished to speak to fill out a request form and return it to staff. She stated they would have 3 minutes to speak.

8. COMMISSIONER BENDER’S COMMENTS

The Commissioner was not present.

9. PENSACOLA BEACH VISITOR’S INFORMATION CENTER

Ms. Alison Westmoreland presented this month’s report for the VIC.
Ms. Brooks asked Ms. Westmoreland her opinion on why there were more tourists for the month of January 2020 vs. January 2019, being that the weather was more severe in 2020.

Ms. Westmoreland stated that she believes the Snow Birds Beach Bash may have had an impact on the numbers, as there was a bigger turnout of participants in 2020.

10. UPDATE BY LESLIE PERINO, CHIEF OPERATING OFFICER, E.W.BULLOCK

Ms. Perino gave a power point presentation highlighting events and tourism numbers for Pensacola Beach. She stated that the Visit Pensacola Beach webpage, as well as the SRIA webpage are becoming more ADA compliant and that it is an ongoing process. Ms. Perino then stated that the Spring Break campaign is going great and that they are advertising it on many social media platforms, as well as 100,000 handouts being given at the toll plaza.

Ms. Schrock added that the informational pamphlets and magnets were being hand delivered to the HOA and property management companies, as well as emailed so that it can be uploaded to their websites should they wish to do so.

11. UPDATE BY DAVID FORTE, TRAFFIC OPERATIONS AND PLANNING DIVISION MANAGER, ENGINEERING DEPARTMENT, ESCAMBIA COUNTY

Mr. Forte stated that his report was before the Board, if they had any questions. He said that this would be his last meeting as he has accepted a position with the City of Pensacola, and that he appreciated his time working with staff and the Board.

Ms. Sindel expressed her thanks to Mr. Forte for his hard work and dedication.

All of the members wished Mr. Forte good luck in his new position and thanked him for his years of service for Pensacola Beach.

Ms. Brooks inquired about the status of the Congestion Management plans. Mr. Forte stated that they have full design plans, and are awaiting the Commissioners' direction on how to proceed with the project.

Ms. Brooks then asked about the Quietwater Beach Pier and the Ferry Landing improvements funding shortfall. Mr. Forte stated that the plans to widen the pier and make improvements to the landing exceeded the budget allotted for these projects.
12. AUDIT UPDATE BY ALAN JOWERS, CARR, RIGGS AND INGRAM

Mr. Jowers participated via teleconference, and gave his report to the Board. He said it was good to work with Ms. Johnson for the first time, and said that we received a "clean audit opinion".

There was a brief discussion.

Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Board unanimously approved to accept the audit report by Carr, Riggs, and Ingram for the 2019 FY. (5-0)

CONSENT AGENDA

13. COMMITTEE REPORTS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, KAREN SINDEL, CHAIR, MS. LIZ CALLAHAN AND MR. BUBBA PETERS, MEMBERS

Item # 1 – Request by De Luna Capitol, LLC – 20 Via de Luna – Proposal for new Hotel. (Staff report by Paolo Ghio)

The Committee took no action on this item, it was discussion only.

Item #2 – Discussion concerning the Escambia County LDC Sign Ordinance for Pensacola Beach in reference to murals. (Staff report by Paolo Ghio)

The Committee took no action on this item, it was discussion only.

Item # 3 - Request by 1036 Ft. Pickens Rd, LLC – Approval of an Amendment to Single Family Residential Lease Agreement Substantial Improvements to Post Firm Structure located at Lot 23, Lafitte Cove II, 1036 Ft. Pickens Rd. (Staff report by Paolo Ghio)

The Committee unanimously approved staff's recommendation.

B. DEVELOPMENT & LEASING COMMITTEE, MS. LIZ CALLAHAN, CHAIR, DR. THOMAS CAMPANELLA AND MR. JERRY WATSON, MEMBERS

Item # 1 – Approval of a three (3) year renewal of the contract with EW Bullock for advertising and public relations. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.
Item # 2 – Advisement of a name change for from Sandbox Restaurant to Laguna's Beach Bar and Grill, and Premier Adventure Park to Laguna's Adventure Park- 460 Pensacola Beach Blvd. (Staff report by Robbie Schrock)

No action was required for this item.

Item # 3 – Request by Pier One Marina – 655 Pensacola Beach Blvd. – to sublease to Betsy Walker d/b/a Pensacola Beach Charters, to book fishing charters, dolphin cruises, sailing adventures, snorkel trips and pontoon rentals. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

THE FOLLOWING ITEM WAS PULLED FOR DISCUSSION AT A LATER DATE.

Item # 4 – Request by Vedelu, LLC – 1591 Via de Luna – to sell, rent and service Pedego electric bicycles. (Staff report by Robbie Schrock)

C. ADMINISTRATIVE COMMITTEE, MS. KAREN SINDEL, CHAIR, MR. BUBBA PETERS AND MS. BRIGETTE BROOKS, MEMBERS

Item # 1 – Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

The Committee unanimously accepted the report on Financial Statements and Expenditures as presented.

Upon motion of Mr. Bubba Peters seconded by Ms. Karen Sindel, the Board unanimously approved the Consent Agenda as presented. (5-0)

REGULAR AGENDA

14. REPORTS

A. ATTORNEY'S REPORT

Mr. Stebbins presented his report for the review of the Board and requested action on page 3 – section "G" of his report, regarding the Nowells. He explained the suit had not yet been filed, and recommended no change to the SRIA settlement offer.

Ms. Brooks asked about item "G" on page 4, under "other matters pending". The item is a request for Mr. Stebbins to participate in a meeting at the County Attorney's Office regarding the proposed construction of a pier on Pensacola Beach.

Mr. Stebbins explained that the item is a request by a Mr. Kerrigan, to construct a
pier on his "T-shaped" lot, on Pensacola Beach. Mr. Kerrigan is inquiring about the setback requirements for this pier, and Mr. Stebbins stated that they are working with Escambia County on this matter.

Upon motion of Ms. Karen Sindel seconded by Mr. Bubba Peters, the Board unanimously accepted the Attorneys report as presented. (5-0)

B. ENGINEER’S REPORT

Mr. Huggins submitted his report for the review of the Board, and gave a presentation of phases 1 & 2 of the dune walkover project.

He stated the project began 5 years ago. Phase 1 which started in 2015 was to replace dune walkovers with new ADA compliant dune walkovers while protecting natural resources during the process. He stated that the FWC & FDEP permitting was timely, but that they were very helpful along the way. In phase 1, they are nearing substantial completion of the nine (9) dune walkovers on Ariola Dr. Once those are complete, they will have replaced twenty (20) dune walkovers thus far. As part of phase 2, two (2) mobi-mats have been placed on Casino Beach. To date, phase 1 has cost $1,300,000, and phase 2 has cost $122,000. The costs include planning, permitting, and construction.

Mr. Huggins showed an aerial view of the new walkover at parking lot “B”. This walkover, as well as a majority of the new ones, required more switchbacks. This is due to the ADA regulations for the slope of the ramps.

Mr. Ghio asked Mr. Huggins to elaborate on the new safe harbor/observation deck that was included with the walkover near the Gulf Pier. Mr. Huggins explained that they constructed a 7’x7’ area, as a new innovation to the walkovers so that people could move off of the main path as people were passing. This platform has enough space for two (2) wheelchairs to easily maneuver, and is the first to be constructed within the communities covered by the Department of Environmental Protection (DEP).

Ms. Sindel asked Mr. Huggins if DEP comes out to inspect after permitting. Mr. Huggins stated that there is a pre-discussion meeting on site for the construction.

A brief discussion followed regarding dune walkovers and the upkeep of the mobi-mats included in phase 2.

C. DEVELOPMENT SERVICES DIRECTOR REPORT

Mr. Ghio submitted his monthly report for the review of the Board.
Ms. Joann Pearson, 3600 N. Pace Blvd, an ADA Advocate with CIL of Pensacola, stated that the trolley maps are hard to understand, and asked that two (2) maps be provided, with one specifically showing the ADA accessibility points for the Island.

Ms. Perino stated that she would work on that with staff.

Ms. Sally Chamberlain, 1767 Ensenada Dos, Pensacola Beach- Spoke about her concerns regarding the length of residential piers that are being built in the Santa Rosa Sound. She encouraged the Board to consider amending the Ordinance that allows them.

Mr. Ghio stated that the piers in question meet all standards of the DEP and LDC.

Mr. Jay Brown, 113 Avenida 23 - Expressed his concern and frustration for the unfinished seawall at Avenida 23 on the sound side. He stated that he has lived at this property for two (2) years, and this has been an issue ever since. He said his property is directly impacted by the lack of protection provided. He said he has not gotten any response to his inquiries and asked if anything could be done.

Mr. Ghio stated that he has been in contact with Escambia County and there is an ongoing discussion as to what should be done.

Ms. Sindel suggested that Mr. Brown send a letter on behalf of the HOA to Mr. Ghio for him to forward onto the county, to put the Board on notice that this is creating a public hazard and that remedy needs to occur sooner rather than later.

Ms. Darlene Richards, 1129 Park Ln, Gulf Breeze – Speaking on behalf of the Krewe of Vixens regarding the Mardi Gras parade on Pensacola Beach. She stated that her organization had missed both safety meetings, and is requesting that a make-up meeting be organized, and offered to pay for the officers' time within reason.

Mr. Ghio stated that on the application, the safety meeting is mandatory. Out of the 45 applicants, 41 of the Krewes attended the meetings.

Ms. Stephanie Bryant, 2 Via De Luna Dr, assistant general manager of the Hampton Inn, stated that she was unable to make it to the mandatory safety meetings and asked the board to reconsider their decision of denying entry to the parade to the Krewes who were unable to attend the meetings.

Ms. Sindel stated that this is not a decision for the board to make.
There being no further business to come before the Board, Chairwoman Ms. Brooks declared the Regular Board Meeting of the SRIA Board adjourned at 6:46 p.m.

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MEMORANDUM

TO: Authority Members
FROM: Executive Director
DATE: February 28, 2020
RE: Minutes of February 26, 2020 Architectural & Environmental Committee Meeting

A regularly scheduled meeting of the Architectural & Environmental Committee was held on Wednesday February 26, 2020. Members present were Dr. Thomas Campanella, Chair, Ms. Karen Sindel, and Ms. Brigette Brooks. Also present were Board Members Mr. Jerry Watson (came in late to the meeting) and Ms. Liz Callahan, and Mr. Bubba Peters.

Dr. Campanella, Chair, called the meeting to order and presented the following items:

Prior to the Committee Meeting, Mr. Ghio complimented AJ Powell on the new media (IPads) he had researched and set up for use by the SRIA in meetings.

Item #1 – Request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback. (Staff report by Paolo Ghio)

Mr. Ghio gave background on the item and stated staff recommended approval.

Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, including hardscape, in accordance with all applicable codes and regulations. (3-0)
Item #2 – Request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

Mr. Ghio gave background on the item and stated staff recommended approval.

Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations. (3-0)

Item # 3 - Request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

Mr. Ghio gave background on the item and stated staff recommended approval.

Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations. (3-0)

Item # 4 - Request by S & G Investments and Holdings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations. Also any agreement between the neighbors for landscaping buffer. (3-0)

Mr. Ghio gave background on the item and stated staff recommended approval.

Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by S & G Investments and Holdings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations. Also any agreement between the neighbors for landscaping buffer. (3-0)
Item # 5 - Request by Steven J. Savard – Approval of a Pier Amendment to Residential Lease Agreement for 1215 Panferio, (Lot 1, Block 51, Villa Segunda). (Staff report by Paolo Ghio)

Mr. Ghio gave background on the item and stated staff recommended approval.

Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved the request Steven J. Savard – Approval of a Pier Amendment to Residential Lease Agreement for 1215 Panferio, (Lot 1, Block 51, Villa Segunda), as presented. (3-0)

Paolo Ghio
Executive Director

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MEMORANDUM

TO: Authority Members

FROM: Executive Director

DATE: February 28, 2020

RE: Minutes of February 26, 2020 Development & Leasing Committee Meeting

A regularly scheduled meeting of the Development & Leasing Committee was held on Wednesday, February 26, 2020. Members present were Ms. Liz Callahan, Chair, Dr. Thomas Campanella, and Mr. Jerry Watson. Also present were Board Members Ms. Karen Sindel, Ms. Brigette Brooks and Mr. Bubba Peters. Ms. Callahan, Chair, called the meeting to order and presented the following items:

Ms. Schrock stated that there were three (3) changes to this agenda, B-1 had updated backup, B-2 had also been updated to include stand-up paddleboards and kayaks, and B-3 had been pulled from the agenda.

Item #1 – Request by 1591 Vdelu, LLC – 1591 Via de Luna – to sublease to EBIKE on the Island, LLC, to sell, rent, and service Pedego electric bicycles from leasehold property. (Staff report by Robbie Schrock)

Ms. Schrock gave background and stated staff recommended approval.

SPEAKER:

Danny Sloane – He stated he purchased these bicycles to promote tourism and to improve the community. He disagrees with the recommendation to limit his sublease to 10 bicycles, and does not understand how he could get in trouble if patrons broke the rules. He also does not believe that staff fully investigated this request.

Discussion was held regarding the ordinance that Escambia County is looking at regarding electric scooters, and how these bicycles could be impacted by it, if the ordinance is adopted.

Ms. Callahan stated that if the ordinance is passed, this issue might be resolved.
Mr. Stebbins stated that usually if staff receives complaints regarding a sublease, they reach out to the vendor for resolution.

Ms. Sindel suggested this item be moved to the Full Board for further discussion.

Mr. Sloane said he had invested $600,000.00 in these bicycles and did not want to wait another month, he also pointed out they can only go 20 mph.

Ms. Callahan pointed out it was two (2) weeks, and he would have had to wait until then anyway for approval.

Ms. Brooks asked if they could be tracked, and was told no.

Dr. Campanella explained about the congestion in the core area in the summer and has safety concerns.

Mr. Ghio reviewed a link that Mr. Sloane sent him regarding EBIKE laws in Florida. It stated they were not allowed on sidewalks, and they were only allowed on bike paths under human power alone. He said an article about EBIKES in Ft. Myers stated they “Err on the side of caution”.

**Upon motion of Mr. Jerry Watson seconded by Dr. Thomas Campanella, the Committee unanimously approved bringing the request by 1591 Vdelu, LLC – 1591 Via de Luna – to sublease to EBIKE on the Island, LLC, to sell, rent, and service Pedego electric bicycles from leasehold property back to the March 11, 2020 Full Board for further discussion. (3-0)**

Item #2 – Request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate a Beach Rental Service. (Staff report by Robbie Schrock)

Ms. Schrock gave background on this item and stated staff recommended approval.

**Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Committee unanimously approved the request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate a Beach Rental Service, including stand-up paddle boards and kayaks, paying all applicable percentages and fees. (3-0)**

**THE FOLLOWING ITEM WAS PULLED FROM CONSIDERATION:**

Item #3 – Request by Lazy Days for an extension of an existing Beach Rental Service to operate in the public area by Gulf’s edge, South of Crabs – 6 Casino Beach Boardwalk. (Staff report by Robbie Schrock)
Item # 4 – Request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru. (Staff report by Robbie Schrock)

Ms. Schrock gave background on this item and stated staff recommended approval.

Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Committee unanimously approved the request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru. (3-0)

Item # 5 – Notification by Rich Chism, Innisfree Hotels – 2 Via de Luna Drive - to rename the Tiki Golf Business, to “UFO’s Mini Golf, Ice Cream and Arcade”. (Staff report by Robbie Schrock)

Informational only, no action taken.

There being no further business before the Committee, the meeting was adjourned.

[Signature]
Paolo Ghio
Executive Director

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MEMORANDUM

TO: Authority Members

FROM: Executive Director

DATE: February 28, 2020

RE: Minutes of February 26, 2020 Administrative Committee Meeting

A regularly scheduled meeting of the Administrative Committee was held on Wednesday, February 26, 2020. Members present were Ms. Karen Sindel, Chair, Mr. Bubba Peters, and Ms. Brigette Brooks. Also present were Board Members Ms. Liz Callahan, Dr. Thomas Campanella and Mr. Jerry Watson. Ms. Sindel, Chair, called the meeting to order and presented the following item:

Item # 1 – Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

Ms. Johnson presented the financial report.

Upon motion of Ms. Brigette Brooks seconded by Mr. Bubba Peters, the Committee unanimously accepted the Report on Financial Statements and Expenditures as presented. (3-0)

Item # 2 - Approval to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. (Staff report by Paolo Ghio)

Mr. Ghio gave backup on the item and stated staff recommended approval.

Ms. Johnson explained the process of the disposal of the vehicle.

Mr. Watson asked how the dealership was selected.

Mr. Ghio explained Escambia County had directed him to the Florida Sheriff’s Association Car purchasing unit. He stated he had looked locally, but no one could beat the price he was given.

Upon motion of Ms. Brigette Brooks seconded by Mr. Bubba Peters, the Committee unanimously approved the request to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. (3-0)
Item #3 - Approval of the contract with the Visitor’s Information Center. (Staff report by Robbie Schrock)

Ms. Schrock gave backup on the item and stated staff recommended approval.

Upon motion of Ms. Brigette Brooks seconded by Mr. Bubba Peters, the staff unanimously approved the new contract with the Visitor’s Information Center, which will expire in April of 2023. (3-0)

There being no further business before the Committee, the meeting was adjourned.

Paolo Ghio
Executive Director

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# Pensacola Beach Visitor Information Center

**February 2020**

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<td>Florida</td>
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<td><strong>Top 3 International</strong></td>
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<td>Canada</td>
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## Top 5 States with City Detail

### Florida

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<tr>
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<td>Cocoa Beach</td>
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<td>Wausau</td>
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<td>Bird Island</td>
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<td>Mobile</td>
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<td>Harrisburg</td>
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<td>Philadelphia</td>
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<td>Philadelphia</td>
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<td>Pittsburgh</td>
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</tr>
<tr>
<td>Gettysburg</td>
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</tr>
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</table>
# MONTH AT A GLANCE

## Beach Information

### February, 2020

<table>
<thead>
<tr>
<th>Walk-in Daily Traffic Report</th>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
<th>MONTH TOTAL</th>
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<tr>
<td><strong>HOW DID YOU DISCOVER PENSACOLA BEACH?</strong></td>
<td></td>
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<tr>
<td>Advertising</td>
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<td>0</td>
<td>7</td>
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<tr>
<td>Event/Group</td>
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<td>4</td>
<td>12</td>
<td>8</td>
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<td>58</td>
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<tr>
<td>Been Here before</td>
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<td>101</td>
<td>63</td>
<td>72</td>
<td>62</td>
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<td>66</td>
<td>57</td>
<td>84</td>
<td>56</td>
<td><strong>269</strong></td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>52</strong></td>
<td><strong>279</strong></td>
<td><strong>231</strong></td>
<td><strong>242</strong></td>
<td><strong>206</strong></td>
<td><strong>1010</strong></td>
</tr>
</tbody>
</table>

### SOURCES

| Total # Not Signed In        | 14     | 101    | 95     | 92     | 111    | **413**     |
| Total Signing In             | 52     | 279    | 231    | 242    | 206    | **1010**    |
| Total Visitors               | 66     | 380    | 326    | 334    | 317    | **1423**    |
| Wedding Calls                | 0      | 0      | 0      | 0      | 0      | **0**       |
| Total Guides Distributed     | 6      | 59     | 105    | 50     | 53     | **273**     |
| Total Phone Calls            | 5      | 44     | 70     | 48     | 38     | **205**     |
| Total E-mail Address         | 1      | 6      | 2      | 5      | 7      | **21**      |
| **Daily Totals**             | **144**| **869**| **829**| **771**| **732**| **3345**    |

### MY DOC/TRAFFIC

| Temp                         | 59     | 68     | 69     | 65     | 65     | **65.2**    |
| Rain                         | 3      | 1      | 2      | 3      | 1      | **10**      |
| ECO Maps                     | 0      | 0      | 0      | 0      | 0      | **0**       |
| Trolley Pads to Businesses   | 0      | 0      | 0      | 1      | 0      | **1**       |
| Guides to Businesses         | 0      | 0      | 0      | 0      | 0      | **0**       |

### 2019 TEMPS vs 2020 TEMPS

<table>
<thead>
<tr>
<th>Week</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEEK 1</td>
<td>70</td>
<td>59</td>
</tr>
<tr>
<td>WEEK 2</td>
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<td>WEEK 3</td>
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<td>WEEK 5</td>
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<td>65</td>
</tr>
<tr>
<td>AVG TEMPERATURE</td>
<td><strong>68</strong></td>
<td><strong>65.2</strong></td>
</tr>
</tbody>
</table>
March 16, 2020
Special Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A - 1

Request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback. (Staff report by Paolo Ghio)

Background:
This is an existing SFR Structure, and an encroachment would allow room for a swimming pool including hardscape.

Adjacent neighbors received proper notice and the letters of no objection are included in the back up for 309 Maldonado, and 308, & 310 Via de Luna.

Recommendation:
Staff recommends approval of the request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, in accordance with all applicable codes and regulations.

Committee Action:
The Committee unanimously approved the request by Luis Berdecia – Lot 7, Block 10, Villa Primera, (311 Maldonado Dr.) – to construct a 10’ x 30’ in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback including hardscape, in accordance with all applicable codes and regulations.
March 16, 2020
Special Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A - 2

Request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

Background:

This is an existing SFR Structure, and an encroachment would allow room for a swimming pool including hardscape.

The adjacent neighbors received proper notice, and the letters of no objection are included in the back up for 1302 VDL, and 1301, and 1303 Maldonado.

Recommendation:

Staff recommends approval of the request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, in accordance with all applicable codes and regulations.

Committee Action:

The Committee unanimously approved the request by Thomas G. Rollins – Lot 8, Block 47, Villa Segunda, (1300 Via de Luna) – to construct a 16’ x 32’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback including hardscape, in accordance with all applicable codes and regulations.
March 16, 2020
Special Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A - 3

Request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

Background:

This is an existing SFR Structure, and an encroachment would allow room for a swimming pool including hardscape.

The adjacent neighbors received proper notice and the letters of no objection are included in the back up for 1304, 1306(same owner), & 1308 Maldonado.

*1305, & 1309 Ariola were sent two notices with no response to either, staff considers no response after second notice to be no objection as protocol.

Recommendation:

Staff recommends approval of the request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback, in accordance with all applicable codes and regulations.

Committee Action:

The Committee unanimously approved the request by Melissa Michalke and Steven King – Lots 7&8, Block 44, Villa Segunda, (1307 Ariola) – to construct a 12’ x 29’ freeform in-ground swimming pool with an encroachment of 15’ into the 20’ rear yard setback, and 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations.
March 16, 2020
Special Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A - 4

Request by S & G Investments and Holdiings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback. (Staff report by Paolo Ghio)

Background:

This is an existing SFR Structure, and an encroachment would allow room for a swimming pool including hardscape.

The adjacent neighbors received proper notice, and the letters of no objection are included in the back up for 319, 325, & 327 Panferio.

**** Mr. Landrey at 321 Panferio had comments/concerns regarding the fact that the house is a rental, and there have been issues in the past with tenants there. He felt the pool would create more problems, including noise. These are T lots and the close proximity to each other was a concern as well. Mr. Ross from 323 Panferio contacted Mr. Landrey and they were able to reach a compromise, to include locating the fence 2’ inside the PL, and installing a landscaping buffer, the type and size to be determined by the 2 parties involved.

Recommendation:

Staff recommends approval of the request by S & G Investments and Holdiings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, in accordance with all applicable codes and regulations. Also any agreement between the neighbors for landscaping buffer.

Committee Action:

The Committee unanimously approved the request by S & G Investments and Holdiings, LLC – Lot 17, Block 5, Villa Primera (323 Panferio) – to construct a 12’ x 24’ in-ground swimming pool with an encroachment of 10’ into the 15’ west side yard setback, including hardscape, in accordance with all applicable codes and regulations. Also any agreement between the neighbors for landscaping buffer.
March 16, 2020
Special Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A - 5

Request by Steven J. Savard – Approval of a Pier Amendment to Residential Lease Agreement for 1215 Panferio, (Lot 1, Block 51, Villa Segunda). (Staff report by Paolo Ghio)

Background:

Mr. Savard has submitted plans to construct a new pier from his leasehold property, and part of the SRIA and the Escambia County Land Development Code (LDC) approval process is the execution of an amendment.

The Amendment is in essence a supplement to the Master Lease, whereby the leaseholder agrees to build the pier to current codes and regulations, as well as abiding by all regulations for residential piers on Pensacola Beach. Also, obtaining permits from all local, State, and Federal agencies.

Recommendation:

Staff recommends approval of the request by Steven J. Savard for approval of a Pier Amendment to Residential Lease Agreement for 1215 Panferio, (Lot 1, Block 51, Villa Segunda) as presented.

Committee Action:

The Committee unanimously approved the request by Steven J. Savard – for a Pier Amendment to Residential Lease Agreement for 1215 Panferio, as presented.
March 16, 2020
Special Board Meeting
Development and Leasing Committee
Consent Item B-1 - REVISED 2/26/2020

Request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate a beach chair, kayak and stand up paddle board rental service from leasehold property. (Staff report by Robbie Schrock)

Background:

Lazy Days has established a beach chair rental business on the Island, and would like to operate a beach chair rental service from Crab’s leasehold property, limited to 6 sets, as well as kayak and stand up paddle board rentals. They are aware they would have to adhere to the attached map, and operate from leasehold property. This area was previously known as Sandy Toes.

Recommendation:

Staff recommends approval of the request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate chair rentals, (limited to 6 sets) kayaks and stand up paddle board service, from leasehold property, and paying all applicable percentages and fees.

Committee Action:

The Committee approved the request by Crabs – 6 Casino Beach Boardwalk – to sublease to Lazy Days to operate a beach chair, kayak and stand up paddle board rental service from leasehold property, paying all applicable percentages and fees.
March 16, 2020
Special Board Meeting
Development and Leasing Committee
Consent Item B-2

Request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru. (Staff report by Robbie Schrock)

Background:

The Wheatleys purchased this building and marina in 2019, and would like to have a seasonal bar on the ground floor, called “Cumaru”. This will be a bar that will serve the marina and the general public.

Recommendation:

Staff recommends approval of the request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru, paying all applicable percentages and fees.

Committee Action:

The Committee approved the request by Scott Wheatley, Pier One Marina – 655 Pensacola Beach Blvd – to sublease to Scott Zepp for a seasonal bar, Cumaru, paying all applicable percentages and fees.
March 16, 2020
Special Board Meeting
Development and Leasing Committee
Consent Item B-3

Notification by Rich Chism, Innisfree Hotels – 2 Via de Luna Drive - to rename the Tiki Golf Business, to "UFO's Mini Golf, Ice Cream and Arcade". (Staff report by Robbie Schrock)

Notification only, no action taken
March 16, 2020  
Special Board Meeting  
Administration Committee  
Consent Item C-1  

Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)  

Background:  
The documentation of financial statements and expenditures is enclosed for your review.  

Recommendation:  
Staff recommends acceptance of the reports on financial statements and expenditures as presented.  

Committee Action:  
The Committee unanimously accepted the Report on Financial Statements and Expenditures as presented.
March 16, 2020
Special Board Meeting
Administration Committee
Consent Item C-2

Approval to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. (Staff report by Paolo Ghio)

Background:

The vehicle presently used by staff and acquired from the public works dept. several years ago, has served its purpose. However, with our expanding responsibilities the functionality of a full sized pickup truck is much better suited for the current needs of staff, and our day-to-day operations. The current vehicle will be disposed of properly, per SRIA Policy.

Recommendation:

Staff recommends approval to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. Each Department will share equally the funding associated for the purchase, and, the current vehicle will be disposed properly, per SRIA Policy.

Committee Action:

The Committee approved the request to purchase a 2020 Ford F150 pickup truck for SRIA staff daily use. Each Department will share equally the funding associated for the purchase, and, the current vehicle will be disposed properly, per SRIA Policy.
March 16, 2020
Special Board Meeting
Administration Committee
Consent Item C-3

Approval of the contract with the Visitor's Information Center. (Staff report by Robbie Schrock)

Background:
The last contract with the VIC was signed in 2017. It expires in April of 2020. The new contract is attached, with 2 changes, which are pointed out in the contract.

Recommendation:
Staff recommends approval of the new contract with the VIC for three (3) years, which would expire in April of 2023.

Committee Action:
The Committee approved the new contract with the VIC for (3) years, expiring in 2023.
March 16, 2020
Regular Agenda
Old Business Item # 1

Request by 1591 Vdelu, LLC – 1591 Via de Luna – to sublease to EBIKE on the Island, LLC, to sell, rent, and service Pedego electric bicycles from leasehold property. (Staff report by Robbie Schrock) (Referred from the February 26, 2020 Committee Meeting for additional discussion)

Background:

1591 Vdelu, LLC is the new master leaseholder of 1591 Via de Luna. The master leaseholder would like to sublease to EBIKE on the Island, LLC to sell, rent and service Pedego electric bicycles. The bicycles will be stored inside the leasehold improvements at night. Pickup and drop off of the electric bike rentals will be at 1591 Via de Luna, and patrons will have a training session and be required to wear helmets.

Recommendation:

Staff recommends approval of the request by 1591 Vdelu, LLC - 1591 Via de Luna - to sublease to EBIKE on the Island, LLC, to sell, rent, and service Pedego electric bicycles with the following conditions: (1) the bicycles must be stored inside the leasehold improvements at night; (2) the pick and drop off of the electric bike rentals will be at 1591 Via de Luna; (3) the patrons renting the electric bicycles will have a training session and be required to wear helmets by the sublessee; (4) there will be a limit of 10 rental Pedego bicycles by the sublessee; and, (5) the motor on a rented electric bicycle MUST be switched off in the commercial core area of Pensacola Beach, and MUST be propelled under human power. (See attached map for commercial core area of Pensacola Beach.) In addition to any other remedies the SRIA may have, including termination of the consent for this sublease, if there are violations, (including the rental of more than the approved number of 10) the Executive Director (or his designate) will have the power to suspend the rentals of electric bicycles at this leasehold. The master leaseholder and the sublessee are aware that there is an ordinance being discussed that could potentially and adversely impact this electric bicycle rental business. As a final condition of this sublease, the sublessee is responsible for the payment of all applicable percentage lease fees and the submission of monthly reports to the SRIA.

Committee Action:

The Committee approved bringing the request back to the March 11, 2020 Full Board for further discussion. (3-0).
INFORMATION ON THE MASTER LEASE

Name of Master Lessee: 1591 VdL Inc

Business Name (if different from above): ____________________________

Previous Sublease Name (if applicable): ____________________________

Location Address: 1591 VdL Dr, 32561

Location Telephone: 334-221-7300

INFORMATION ON SUBLEASE

Proposed Business Name for Sublease: EBIKE ON THE ISLAND

Sublease Contact Name: Daniel Sloan

Mailing Address: 1803 VdL Dr, 32561/PO Box 402 Gulf Breeze, 32562

Proposed Business Location Address (UNIT #): 1591 VdL Dr, 32561

Contact Telephone: 334-221-7300

Proposed Opening Date: ASAP

Proposed Days/Hours of Operation: 6-days a week off-season/8-days a week in season

Proposed Use of Property: Sale, Rent: Service Repago Branded EBIKES

Liquor License Approval Required? Yes ☐ No ☐

☐ Beer & Wine  ☐ Liquor

SIGNATURE BLOCK

We understand and agree to the terms of the SRIA sublease approval, the terms of the sublease and the terms of the master lease as well as all other applicable rules, regulations, ordinances and laws of the SRIA, Escambia County Florida, the State of Florida and the United States. Furthermore, unless the master lease states otherwise, the master lessee agrees that the master lessee is responsible for the sublessee's compliance with the terms of the sublease and the terms of the master lease, and that the sublessee's noncompliance with the terms of the sublease and/or the terms of the master lease shall be a default by the master lessee under the master lease. Moreover, unless the SRIA has provided the master lessee a written release of the master lessee's responsibility for the sublessee's compliance with the terms of the sublease and the terms of the master lease, no action or inaction by the SRIA can be construed as the SRIA's waiver of the master lessee's responsibility for the sublessee's compliance with the terms of the sublease and the terms of the master lease or the SRIA's right to hold the master lessee in default for such non-compliance.

Signature for Applicant for Sublease: Daniel L. Sloan

Signature of Master Lessee (or designated representative): Daniel L. Sloan

(Authorizes sublease request)

All sales reports must be submitted through the master lesseeholder. ___________ MASTER LESSEEHOLDER

MUST INITIALIZE

APPROPRIATE LINE

This sublease is authorized to submit sales reports directly to the SRIA: ☐
### Percentage Fees (check all that apply):

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<thead>
<tr>
<th>Category</th>
<th>Fee percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>2%</td>
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<tr>
<td>Full Service</td>
<td>5%</td>
</tr>
<tr>
<td>Fast Food/Take-out</td>
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</tr>
<tr>
<td>Beer</td>
<td>2%</td>
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<td>Wine</td>
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<tr>
<td>Liquor</td>
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</tr>
<tr>
<td>Retail</td>
<td>6%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>2%</td>
</tr>
<tr>
<td>Other</td>
<td>6%</td>
</tr>
<tr>
<td>Room Rental</td>
<td>2.65%</td>
</tr>
<tr>
<td>Other terms and conditions of sublease:</td>
<td></td>
</tr>
</tbody>
</table>

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**I HAVE BEEN GIVEN INSTRUCTIONS REGARDING THE FOLLOWING REQUIREMENTS FOR REPORTING REVENUES TO THE SANTA ROSA ISLAND AUTHORITY:**

1. Sales reports are due by 5:00 p.m. on the 20th day of each month or the first business day thereafter if the 20th day of the month falls on a weekend. My first report is due on ___________.

2. A copy of the form DR-16 (Florida Department of Revenue Sales Tax Form) must be attached to the sales report to verify my gross income.

3. Sales reports must be submitted every month, even if the business is seasonal.

4. Each season, I will provide a written schedule of the months my business will be open and closed.

5. I will provide written notice to the SRIA immediately upon termination of the business.

By: _______________________________  
Approved Sublessee

______________________________  
Finance Department Representative

______________________________  
Date Approved by Development & Leasing Committee

______________________________  
Date approved by SRIA Board

**Verification Dates:**  
Date/Initials (as appropriate)

Reviewed by Finance Manager  
______________________________

Finance Meeting with Sublessee  
______________________________

Entered in Lease Billing System  
(Attached copy of customer setup sheet)  
______________________________

Verified by Development & Leasing Manager  
______________________________

Entered in Database  
______________________________

**Distribution:**  
Original: Sublease File  
Copy: Master Leaseholder  
Sublessee  
Master Lease File  
Finance Department
SANTA ROSA ISLAND AUTHORITY

NOTE: THIS FORM IS FOR USE BY INDIVIDUALS WISHING TO OPEN A BUSINESS ON EXISTING LEASEHOLD PROPERTY UNDER THE JURISDICTION OF AN EXISTING MASTER LEASE. ALL SUBLEASES MUST BE APPROVED BY THE SRIA BOARD. THIS APPLICATION MUST BE SIGNED BY THE MASTER LEASEHOLDER FOR THE PROPERTY OR THE MASTER LEASEHOLDER'S DESIGNATED REPRESENTATIVE BEFORE THE REQUEST CAN BE PRESENTED TO THE SRIA BOARD FOR REVIEW.

FOLLOWING BOARD APPROVAL, A MEETING WILL BE HELD WITH A REPRESENTATIVE OF THE FINANCE DEPARTMENT TO DISCUSS PROPER REPORTING PROCEDURES. AT THAT MEETING, THE REVERSE SIDE OF THIS FORM WILL BE REVIEWED AND YOU WILL BE PROVIDED WITH A COPY OF THE COMPLETED APPLICATION NOTING THE TERMS AND CONDITIONS OF THE BOARD APPROVAL FOR YOUR SUBLEASE. THE SUBLEASE WILL BE REQUIRED TO PAY ALL APPLICABLE PERCENTAGES AND FEES REGARDLESS OF WHERE OR HOW THE RESERVATIONS/REVENUES WERE GENERATED.

THIS SUBLEASE APPROVAL DOES NOT INCLUDE APPROVAL FOR SIGNS OR IMPROVEMENTS/RENOVATIONS TO THE PROPERTY. ALL SUCH APPROVALS REQUIRE A SEPARATE APPLICATION AND APPROVAL PROCESS THROUGH THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE SRIA.

I have read the above information and agree to adhere to the terms.
Assignment of Lease

KNOW ALL MEN BY THESE PRESENTS, that CARSHOVEA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is 4608 Opa Locka Ln, Destin, Florida 32541 ("ASSIGNOR"), in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid to ASSIGNOR by 1591 VDELU, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is ("ASSIGNEE"), receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to ASSIGNEE that certain leasehold interest of Assignor as described in the Santa Rosa Villas Shopping Center Lease Agreement recorded in Official Records Book 3904 at Page 0278 of the public records of Escambia County, Florida, and amended by that certain document recorded in Official Records Book 6883 at Page 845 of the public records of Escambia County, Florida, as assigned to Assignor by Assignment of Lease dated August 2, 2016, and recorded in Official Records Book 7571 at Page 168 of the public records of Escambia County, Florida, as corrected and amended by the instrument recorded in Official Records Book 8119 at Page 1669, all of the public records of Escambia County, Florida, regarding the following-described property situated, lying and being in Escambia County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERE TO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel Identification Number: 28-25-26-1200-002-008

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease, together with the leasehold interests set forth therein, and agrees to hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold interest estate subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals. Assignor further covenants that the Assignee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy said leasehold estate, and that Assignor shall make such further assurances to perfect the leasehold estate in such property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whatsoever.

"ASSIGNOR" and "ASSIGNEE" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of ASSIGNOR and ASSIGNEE whenever the context so requires or admits.

Dated: July 9, 2019
State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 9th day of July, 2019 by Susan A. Carleton, Authorized Member of Carshovea, LLC, a Florida limited liability company, who [✓] is personally known to me or [ ] who produced a valid driver's license as identification.

Notary Public
Printed Name: Stephen B. Shell
My Commission Expires: January 27, 2021
EXHIBIT “A”
LEGAL DESCRIPTION

THAT PORTION OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT FILED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGES 49-49A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 88°52'20" EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 399 (120' R/W) A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°52'20" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 58.47 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5538.82 FEET, A CENTRAL ANGLE OF 00°02'14" AND A CHORD BEARING AND DISTANCE OF NORTH 88°53'25" EAST, 3.53 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 01°07'40" WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 88°52'20" WEST A DISTANCE OF 62.00 FEET; THENCE PROCEED SOUTH 01°07'40" EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING A PORTION OF SAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION.
CERTIFICATE OF RESOLUTION
OF
CARSBOVEA, LLC

THE UNDERSIGNED, being all of the Members of CARSBOVEA, LLC (the "Company") hereby certify that the Members of the Company have unanimously adopted the following resolution, and such resolution has not been rescinded or modified and is now in full force and effect:

BE IT RESOLVED that the Susan A. Carleton, one of the Members of the Company, is authorized to execute on behalf of this Company each and every document, including but not limited to the assignment of lease, affidavits, closing statements, and any and all other documents required by buyer, title agent or closing agent, or which she deems necessary or desirable to consummate the sale of the real property owned by the Company at 1591 Via Deluna Drive, Pensacola, Beach, Florida, as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, to 1591 VdeLu, LLC ("Buyer") pursuant to the terms, conditions and provisions of the contract therefor.

FURTHER RESOLVED that the foregoing resolution shall remain in full force and effect until written notice of its amendment or rescission shall have been received by Buyer, and that receipt of such notice shall not affect any action taken by said Buyer prior thereto."

IN WITNESS WHEREOF, the undersigned Members have executed this instrument and affixed the seal of the Company on the dates set forth below.

Susan A. Carleton
Date: July 3, 2019

Michael Shoults
Date: July 3, 2019

Bradley Shoults
Date: July 3, 2019

Kerry Veach
Date: July 3, 2019

Kevin Veach
Date: July 3, 2019

(SEAL)
Electronic Articles of Organization
For
Florida Limited Liability Company

Article I
The name of the Limited Liability Company is:
EBIKE ON THE ISLAND, LLC

Article II
The street address of the principal office of the Limited Liability Company is:
1591 VIA DE LUNA DR
PENSACOLA BEACH, FL. 32561

The mailing address of the Limited Liability Company is:
P.O. BOX 402
GULF BREEZE, FL. 32561

Article III
The name and Florida street address of the registered agent is:
DANIEL L. SLOAN
1591 VIA DE LUNA DR
PENSACOLA BEACH, FL. 32561

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DANIEL L. SLOAN
Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
DANIEL L SLOAN
1591 VIA DE LUNA DR
PENSACOLA BEACH, FL. 32561

Signature of member or an authorized representative

Electronic Signature: DANIEL L. SLOAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.
1. Voluntary Participation:
I, _______________________, hereby request to ride a Pedego electric bicycle from Pedego, Inc.

2. Assumption of Risk:
I am aware that the activity will carry with it inherent risks that cannot be eliminated regardless of the level of care and precaution taken. Such risks will require my extra care and attention to detect and avoid. The risks of said activity will include but are not limited to, bruising, scrapes, scratches, sprains, broken bones and other injuries of possibly greater severity such as paralysis or death. I hereby accept and assume all such risks, and do so for any minors under my care, as indicated by my signature below.

3. Conduct of Rider
I agree to ride the bicycle in compliance with all traffic laws, and will exercise care to insure the safe operation of the bicycle. I agree not to perform stunts, or to attempt any “trick” riding during the test drive.

California Law requires that a suitable bicycle helmet be worn at all times when riding an electric bicycle.

4. Release
In consideration for being permitted by Pedego, Inc. to rent and ride a Pedego electric bike, I hereby release Pedego, Inc. from all actions, claims or demands which I may now or hereafter have, and I agree that I, my assignees, heirs, personal representatives and other agents will not make a claim against, or sue, or attach the property of Pedego, Inc. on account of injury or other damage resulting during the ride or from the negligence or other acts (excluding gross negligence and intentional acts), however caused, of their employees, contractors, or other agents.

I hereby confirm that I have been given the opportunity to carefully read this agreement and release, and have done so and understand it, or I have voluntarily elected to not read it. I am aware this is a release of liability, and hereby sign it of my own free will.

__________________________
Signature of Participant

__________________________
Date

__________________________
Print Name
ELECTRIC BIKE RENTALS

Comfort Cruiser

$15 / hour
$35 / half day
$60 / full day
Boomerang

$25 / hour
$60 / half day
$95 / full day

Premium

$25 / hour
$60 / half day
$95 / full day
Stretch
$30 / hour
$75 / half day
$120 / full day

Trail Tracker
$30 / hour
$75 / half day
$120 / full day
Trailer

N/A

N/A

$20 / full day
pre-loved PEDEGO

STARTING AT $1,699*
HIGH QUALITY AND LOW PRICES

*Limited Supply

LEARN MORE

https://www.pedegoelectricbikes.com/dealers/santa-rosa-b...obChMI4sfxo6_5giVBL7ACh3nVAv9EAAAYASAAEgKbSP0_BwE
**FLORIDA'S E-BIKE LAW**

**FLORIDA'S E-BIKE LAW FOR THE ROAD**

- In Florida, an e-bike is defined as a "bicycle," so long as it is capable of being propelled by human power and has a maximum speed of 20mph.
- E-bikes are not subject to the registration, licensing or insurance requirements that apply to motor vehicles.

- Helmets are not required. There is a 16 year age minimum for e-bike use.
- E-bikes are not allowed on sidewalks, and only allowed on bike paths when under human power alone.
- The same rules of the road apply to both e-bikes and traditional bikes.

**eMTB GUIDELINES**

- On federal, state, county and local trails, e-mountain bike (eMTB) access varies significantly.
- Generally, any natural surface trail that is designated as open to both motorized and non-motorized uses is also open to eMTBs.
- eMTBs may not be allowed on trails managed for non-motorized activities.
- Do not ride your eMTB in areas where the local rules are unclear. Ride legally and only on authorized trails to show that mountain bikers are responsible trail users.
- When in doubt, ask your local land manager about access to specific trails. Local land rules change frequently.

**FLORIDA'S E-BIKE LAW FOR TRAILS**

- LOCAL: Consult your local land management agency.
- STATE: The Florida Department of Environmental Protection allows Class 1 e-bikes wherever traditional bicycles are allowed. Some State Parks may restrict e-bike access on mountain bike trails based on local discretion. Contact your local State Park for their most up to date e-bike policy. PeopleForBikes is monitoring this policy and will update this document as needed.
- FEDERAL: The majority of public lands managed for recreation in Florida are under the jurisdiction of the U.S. Forest Service, where eMTBs are considered motorized vehicles and have access to motorized trails. Contact the U.S. Forest Service Southern Regional Office for more information.

**GREAT eMTB RIDES IN FLORIDA**

- Alafia River State Park
  Lithia I 8.5 miles
- Oleta River State Park
  North Miami Beach | 17 miles
- Jonathon Dickinson State Park
  Jupiter I 9 miles
- Fort Clinch State Park
  Fernandina Beach | 5.4 miles

**With an e-bike, bicyclists can ride more often, farther, and for more trips.**

Electric bicycles are designed to be as safe as traditional bicycles, do not compromise consumer safety, and benefit bicyclists who may be discouraged from riding a traditional bicycle due to limited physical fitness, age, disability or convenience.

In many states, e-bikes are regulated under antiquated laws primarily aimed at combustion engine vehicles such as mopeds or scooters. PeopleForBikes and the Bicycle Product Suppliers Association are clarifying state laws governing the use of e-bikes in the U.S. Every state's law is different, but the objective is to ensure that low-speed e-bikes are regulated similarly to traditional, human-powered bicycles.

Learn more at PeopleForBikes.org/e-bikes

- Blogs and webinars
- E-bike laws around the country
- E-bike statistics and research
- Buying guide
- Retailer materials
- eMTB management resources
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Danny Sloan <sloan4usa@gmail.com>  
Sent: Monday, January 13, 2020 10:24 AM  
To: Robbie Schrock <robbie_schrock@sria-fla.com>  
Subject: Re: comments regarding sublease request for Pedego

Robbie,

I plan to have the pick up and return at the store and I plan to have a van to delivery and pick up rentals. As this is a new venture the number of rentals would depend on the demand. At this time I’m thinking 10-20.

When is the anticipated time for the ordinance to be finalized?

If the sales are approved then I would be operating under the existing ordinances and adjust when the new ordinance is passed. What would be the difference in the operation of the rentals opposed to sales?

Pedego is a great mode of transportation; environmentally friendly and would serve as one of the solutions to the parking problem on the island.

The trend other areas have experienced is the Pedego Bike replaces another bike on the path if the concern is the number of bikes on the path.

I would be glad to bring a couple bikes to the SRIA OFFICE and demonstrate the bikes.

Sales and rental of the Pedego bikes I feel would be a compliment to the SRIA goals.

Sincerely,
Danny Sloan

Sent from my iPhone
Danny Sloan
334-221-7300

On Jan 13, 2020, at 9:40 AM, Robbie Schrock <robbie_schrock@sria-fla.com> wrote:

Good morning. After meeting with the Executive Director, we have a couple of comments:

1. The SRIA would be comfortable moving forward with recommending approval of the sales side of Pedego.
2. The SRIA and Escambia County are currently in the process of creating an electric scooter/bicycle ordinance. Once that ordinance is in place and we have all the regulations then you could come back before the committee to request to be approved for the rental side of the electric bikes. We would need to know the number of rentals you are requesting as well as if the pickup and drop off location would be at the store front.

Please let us know how you wish to move forward. If you have any questions, please let us know.

Thank you,

Mrs. Robbie Schrock,
Santa Rosa Island Authority
Director of Administration
P.O. Box 1208
Pensacola Beach, FL 32562-1208
I learned from the meeting the main concern of the SRIA is Safety in the Operation of EBIKE Rentals in the Core Area. I’m all for Safety and rules surrounding EBIKES. I would like to be considered in developing the Ordinances surrounding this new form of transportation.

I rode one of the bikes around to get a feel as to the limitations that could be placed on the operation of EBIKES in the Core Area as Safe Operation is concerned. What I learned is restricting the speed to a max of 10mph in the Core Area parking areas and any areas where there are Pedestrians present would be safe. In other words if the EBIKE is being operated anywhere in Core Area other than on Bike Path or Road. I would draft an amendment to the Rental Agreement EMPHASIZING the SRIA’s concern for Safety and if the restrictions are violated the renter will no longer be eligible to rent in the future and could be subjected to disciplinary and / or Fines from the SRIA.

In response to limiting the rentals to 10 bikes, I would like to better explain the Business Model I plan to implement. There will not be a “rental pool” of bikes and “sale pool” of bikes defined in hard terms. The bikes that are rented are also for sale. At any point in time I expect my total inventory of bikes to be 40-60 bikes. The demand for rental bikes will vary with the season and events on the Island. I expect 15-25 of the total inventory to be for sale only.

I’m sending this in good faith as a starting point to have a dialogue that would be a win-win for all parties involved along with promoting the Mission of the SRIA. Can we find a time to meet and have further discussion?

Best Regards,
Danny Sloan
March 16, 2020
Regular Agenda
New Business Item # 1

Informational report with regard to the new Preliminary FEMA FIRM Map (Staff report by Paolo Ghio)
March 16, 2020
Regular Agenda
New Business Item # 2

Approval of a Modification # 4 to Sub-grant Agreement for FMA-PJ-04-FL-2015-013, to extend the term, increase the funding under the agreement, and modify the scope of work, also approval for the Board Chairman to execute the document. (Staff report by Paolo Ghio)

Background:
The SRIA entered into this grant agreement with the State of Florida, Division of Emergency Management on March 16, 2018. The project is for the elevation of ten (10) SRL properties located on Pensacola Beach. The time extension, budget increase to the Federal Funds, and modification of the scope of work are needed to complete three homes included in the grant project, 222 Via de Luna, 308 Via de Luna and 1303 Panferio.

Recommendation:
Staff recommends approval of a Modification # 4 to Sub-grant Agreement for FMA-PJ-04-FL-2015-013, for a time extension to expire October 31, 2020, increase the funding by an amount of $161,276.30, modify the scope of work, and approval for the Board Chairman to execute the document.
MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
SANTA ROSA ISLAND AUTHORITY

This Modification Number Four (4) made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Santa Rosa Island Authority ("the Sub-Recipient") to modify Contract Number 18FM-S7-01-67-02-353, dated March 16, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $2,294,601.70, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on October 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by $161,276.30, for the maximum amount payable under the Agreement to $2,550,440.03, (Two Million Five Hundred Fifty Thousand Four Hundred Forty Dollars and Three Cents).

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 16, 2018 and shall end October 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in the 4th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: Santa Rosa Island Authority
By: ________________________________
Name and Title: ___________________________
Date: ________________________________

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ________________________________
Name and Title: Jared Moskowitz, Director
Date: ________________________________
STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to elevate ten properties located in Pensacola Beach, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2015-013 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.
The Sub-Recipient, Santa Rosa Island Authority (SRIA), agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance (FMA) project, the Sub-Recipient, SRIA, shall ensure that the above residences are retrofitted by elevating the structures at least three feet above the Base Flood Elevation (BFE) in compliance with local ordinance freeboard requirements. The habitable living areas of the original structures will be elevated and the non-habitable living areas (if any) will be converted to storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

When completed, the project shall meet the Flood Zone requirements including having the lowest floor at a minimum of three feet above the BFE. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines.

TASKS & DELIVERABLES:

A. Tasks

1) The Sub-Recipient shall allow the Homeowner to select a qualified and licensed Florida contractor to complete the scope of work as approved by the Division and FEMA.

2) The Homeowner shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Homeowner and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.
3) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Local Building Official Building Permit

b) A copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

c) A copy of Elevation Certificate before mitigation, if available.

d) A copy of the Elevation Certificate after mitigation.

e) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized.

f) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (g), below, and that they will maintain flood insurance.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction’s land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

“This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinances.”

i) Letter verifying compliance with the United States Army Corps of Engineers (USACE) buffers and silt fencing conditions.

j) Proof of compliance with Project Requirements and Conditions contained herein.

4) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.
The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services; and

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.
B. Deliverables

Mitigation activities consist of retrofitting by elevation ten residential structures three feet above the Base Flood Elevation or highest known flood level; whichever is higher, and will comply with any freeboard requirements. The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

1) Upon completion of this project, the Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division’s Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final approval; as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying project requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances.

7) The Sub-Recipient shall submit to the Division an official letter, certified by an engineer, floodplain manager, or senior local official that the completed structure elevation complies with local ordinances and NFIP regulations, including all applicable NFIP Technical Bulletins.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D. Environmental

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental
permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CA TEX), then coordination with and project review by regulatory agencies must be redone.

Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

2) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries re-secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient’s contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division’s State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

3) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, application shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies. Verification of compliance is required at project closeout.

5) If any asbestos containing material, lead-based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

6) Per the United States Army Corps of Engineers (USACE) correspondence, the following buffers and silt fencing condition must be followed: The following buffers, as related to distance separating the HTL from the closest disturbance, must be: 1205 Panferio 40’, 1753 Ensenada Dos 10’. Verification of compliance is required at closeout.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [2 CFR § 200.308], from the Division and FEMA.

3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

4) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR § 206.191.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

BUDGET:

Funding Summary

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Line Item Budget*

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Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

### Line Item Budget*

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### Line Item Budget*

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### Line Item Budget*

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**Line Item Budget**

### 400 Avenida 14 Avenue
Pensacola Beach, Florida 32651

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### 714 Panferio Drive
Pensacola Beach, Florida 32651

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### Line Item Budget*

308 Via de Luna Drive  
Pensacola Beach, Florida 32651

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### Line Item Budget*

1753 Ensenada Dos Avenue  
Pensacola Beach, Florida 32651

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### Line Item Budget*

1303 Panferio Drive  
Pensacola Beach, Florida 32651

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Line Item Budget*

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<th>Non-Federal Share (10%)</th>
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*SCHEDULE OF WORK:

- Contracting: 6 Months
- Architectural Design & Engineering Plans: 2 Months
- Permitting: 1 Month
- Elevation of Structures: 12 Months
- County Final Inspection: 1 Month
- State Final Inspection: 1 Month
- State Closeout Process: 1 Month
- Total: 24 Months

This is FEMA project number FMA-PJ-04-FL-2015-013, Santa Rosa Island Authority Elevation Project. The Period of Performance (POP) for this project shall end on October 31, 2020.
The Florida Division of Emergency Management (FDEM) is pleased to inform you that the modification request for the project listed above has been approved.

Attached is your copy of the proposed contract # 18FM-S7-01-67-02-353, MOD#4 between the Santa Rosa Island Authority(Sub-Recipient) and the Florida Division of Emergency Management. Please review and approve; print two (2) copies of the attached modification - single sided, have the official representative, as listed below, to complete and sign both signature pages (page 2) (Please sign in blue ink).

**Official Representatives***:

<table>
<thead>
<tr>
<th>County</th>
<th>Chairman of the Board of Commissioners</th>
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</thead>
<tbody>
<tr>
<td>City</td>
<td>Mayor</td>
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<tr>
<td>Indian Tribe</td>
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<tr>
<td>Non-Profit</td>
<td>Chairman of the Board</td>
</tr>
</tbody>
</table>

*If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

Both copies (2) of the signed originals should then be sent to the Tallahassee at the address listed below, for full execution no later than sixty (60) days after receipt of this e-mail for final execution. One original fully executed contract modification will be returned to you for your files.

**Submit both copies of the contract to:**

Martha Mashburn  
Grant Specialist, Office #330K  
Mitigation Bureau – FMA  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
REF: Contract 18FM-S7-01-67-02-353, MOD#4

If you have questions regarding this contract modification, or who is authorized to sign it, please contact your Project Manager at 850-815-4525 or email at David.McCune@em.myflorida.com

Thank you.
March 4, 2020

Via Email
Paolo Ghio
Executive Director
Santa Rosa Island Authority
P. O. Box 1208
Pensacola Beach, FL 32561

Re: Attorney’s Report for the March 11, 2020 Board Meeting

Dear Paolo:

Enclosed is the Attorney’s Report for the March 11, 2020 Santa Rosa Island Authority Board Meeting.

The Attorney’s Report reflects items for which I have been asked to do work on behalf of the Santa Rosa Island Authority. If there are any matters on the agenda for the March 11, 2020 Santa Rosa Island Authority Board Meeting not reflected in my report for which you seek my input, please let me know. Thanks.

Sincerely,

MICHAEL J. STEBBINS, P.L.

Michael J. Stebbins
For the Firm

MJS
Enclosure:
pc: Robbie Schrock (w/ encl. via email)
AJ Powell (w/ encl. via email)
Vickie Johnson (w/ encl. via email)
ATTORNEY’S REPORT – March 11, 2020

I. Lease Defaults Pending

A. Residential – ACTIVE

2. Coolwaterbeach, LLC (2020 Default – 52808) (April 7, 2020)

B. Residential & Commercial – ON STAFF HOLD

1. David F. Kelly (2019 Default – 20596)
2. Sheila Bilbro, Henry Tidmore and Elizabeth Tidmore (2019 Default - 20508)
3. 1114 Beach Rental LLC (2019 Default – 40614) (September 3, 2019)
5. No More Drama LLC (2019 Default - 41124) (January 8, 2020)

C. Commercial – ACTIVE

NONE
II. Litigation/Claims

A. Pensacola Beach, Inc., et. al. v. American Fidelity Life Insurance Company, et. al. Case No. 2013-CA-002311 (Litigation): These plaintiffs have filed a claim for money damages against the SRIA and other defendants for slander of title, tortious interference with a contract and a business relationship, conspiracy, and violation of Florida’s Anti-Trust Act. A defendant, American Fidelity Life Insurance Company, has named the SRIA as a cross-claim defendant in the above case but is only seeking a declaratory judgement about the Pensacola Beach, Inc. master lease and the SRIA appears to have been named by American Fidelity in its claim because of the SRIA’s interests in that master lease. American Fidelity is not seeking any damages against the SRIA.

Status: Oral argument was conducted on Wednesday, February 20, 2019 at 1PM at the Okaloosa County Court House in Crestview. An opinion from the Appeals Court is pending.

B. Dung Then Do, et. al. v. Santa Rosa Island Authority, et. al., Case No. 2018 CA 001548 (Litigation): This is a claim for personal injury. Mr. Do claims that on November 27, 2014 he was injured while walking across County Road 399 at Portofino because his vision was obstructed by extensive untrimmed sabal palm trees (planted at the direction of the County) in the County right of way along the side of County Road 399. Mr. Do’s wife is a plaintiff in the case on a loss of consortium claim. The SRIA is one of 8 defendants named in the lawsuit. The SRIA denied the claim because a review of the circumstances indicates that the injury occurred on a road owned by Escambia County. Moreover, the right of way where the sabal palms are located is the right of way of Escambia County over which the Santa Rosa Island Authority has no control. Finally, the Santa Rosa Island Authority did not maintain or plant the sabal palms nor was the Santa Rosa Island Authority responsible for the planting or maintenance of the sabal palms or the design of the landscaping.

Status: Discovery is ongoing. The parties deposed the Plaintiff Dung Do on February 7, 2020. The deposition of Sandra Do was begun but ran long and had to be continued. Her deposition is expected to be rescheduled in May. The deposition of the driver of the vehicle involved in the accident was scheduled for February 28, 2020 but did not take place as the process server was unable to locate him and affect proper service of the subpoena. The parties are in the process of agreeing to a scheduling order which will set two days aside each month beginning in May for depositions. The plaintiffs have served additional Interrogatories and Requests for Production on SRIA. The responses are due March 12, 2020.

C. Santa Rosa Island Authority v. Gange, et. al., Case No. 2019 CA 001111 (Litigation): This is a lease termination case based on the lessee’s failure to abide by the terms of his lease as it relates to its use of the premises as the lessee’s residence.
Status: The Court granted the SRIA Motion to Compel and the Court awarded attorney’s fees to the SRIA, which were paid by Mr. Gange’s attorney on 2/27/20. However, to date, despite the Court Order, Defendant Gange still has not provided discovery responses to the SRIA October 23, 2019 discovery requests. Now pending before the Court is an SRIA motion requesting that Mr. Gange and/or his attorney be held in contempt for failure to respond to the SRIA discovery and the Court Order. The relief sought includes entering a default against Defendant Gange, striking all his pleadings and awarding the SRIA further attorney’s fees. The SRIA also has a second motion to compel pending, asking the Court to compel responses to discovery sent to Defendant Gange in early January 2020. Court action is pending on the second motion to compel.

The deposition of Mr. Gange was taken on February 28, 2020. The deposition had originally been scheduled for February 12, 2020 but was rescheduled because Mr. Gange’s attorney did not read the deposition notice filed with the Court and was unaware of the February 12, 2020 date (you may recall that the deposition was scheduled unilaterally by the SRIA because Defendant Gange never provided dates for his deposition as requested by the SRIA). The opportunity to conduct discovery ended on February 28, 2020. In summary, Mr. Gange and his attorney have failed to respond to any SRIA discovery (other than Mr. Gange’s deposition) and have failed to conduct any discovery in defense of his case. Given the above circumstances, I expect the Court to take Mr. Gange and his attorney to task on the order for contempt.

Finally, neither Mr. Gange nor his attorney responded to SRIA requests to set up mediation as required by the Court. I reported to the Court on February 11, 2020 that Defendant Gange had not agreed to mediation. As a result, the Court not only entered an order compelling Mr. Gange and his attorney to participate in mediation scheduling but also chose the mediator who was the first choice of the SRIA. Mediation is scheduled for March 10, 2020.

D. Nowell, et. al. v. Santa Rosa Island Authority, et. al., Case No. 2019 CA 001313 (Litigation): The Nowells are appealing a decision of the SRIA Board on July 10, 2019. The Nowells asked the SRIA Board to approve an amendment to the lease for 28 Calle Hermosa to separate the existing lease into three new separate leases on three separate parcels. Two parcels are vacant. The Nowells requested the new leases for each of the two vacant parcels include the authority to construct a residence. The SRIA Board approved the request with the exception that the Nowells could not construct a residence on the vacant parcels because there are no residential units available under the residential building cap to be allocated to those parcels. Escambia County has been included as a defendant. The lawsuit, somewhat unartfully, addresses the SRIA denial of the Nowell request.

Status: The Nowells filed an amended petition and amended appendix on January 17, 2020. The SRIA filed its motions to dismiss and strike the amended petition and amended appendix on March 2, 2020. The motion to dismiss is based on the
Petitioners' failure to name an indispensable party to the appeal, i.e., the Florida Department of Economic Opportunity ("DEO"). By law, the DEO will have to be involved in increasing the dwelling unit cap if that becomes necessary. The motion to strike is based on the Petitioners' failure to format the appendix according to the Florida Rules of the Appellate Court, for failure to cite to the amended appendix when making factual allegations in the amended petition and for attaching documents to the amended appendix that were never introduced at the meetings before the SRIA. The Petitioner will have an opportunity to reply to the SRIA motions (which were adopted by Escambia County). The SRIA and Escambia County will evaluate the reply to determine if any further response is necessary before the Court decides the appeal.

E. Clerk of the Santa Rosa County Court v. Santa Rosa Island Authority v. et. al., Case No. 2019 CA 929 (Litigation): This lawsuit is an interpleader case. Specifically, a tax lien was foreclosed on a piece of property on Navarre Beach. After the tax lien was satisfied, there was a surplus of money from the tax lien sale. The Clerk of the Santa Rosa County Court has deposited the money with the court and named the SRIA (and other parties) because the SRIA may have an interest in the property involved in the tax lien foreclosure.

Status: The other parties to the complaint are looking at substituting Santa Rosa County for the SRIA in the lawsuit because Santa Rosa County has the interest in the leasehold.

F. Formal Administrative Claims

1. Ernesto Gutierrez: This is a formal administrative claim for a personal injury from Mr. Gutierrez's attorney alleging that September 9, 2019, Mr. Gutierrez tripped and fell on the Gulf Pier when his shoe caught on a gap in a wooden plank and injured his neck and shoulders. The SRIA has requested additional information from Mr. Gutierrez's attorney and he has provided partial responses and the assurance that the remaining information will be provided when available. No lawsuit has been filed in this case.

G. Informal Claims

Nowells v. SRIA & Escambia County: Although a lawsuit has not yet been filed, the Nowells' attorney has corresponded that she intends to file a lawsuit under Florida's Bert Harris Private Property Rights Protection Act. Under this Act, there is a specific process for landowners to seek relief when they feel their property is unfairly affected by government action — in this case, the denial of the request to build on lots 21 & 22. A prerequisite to such a lawsuit is the giving of a notice to the SRIA at least 150 days prior to filing the lawsuit.

Status: The SRIA Board authorized a settlement offer to the Nowell's, which expressed that the SRIA decision stands. The settlement offer was communicated to the Petitioners' attorney on March 2, 2020.
III. Other Matters Pending

A. Meet and discuss with SRIA Staff as well as buyer and seller representatives the SRIA General Lease Policy and other matters relating the proposed Quietwater Entertainment lease amendments and assignment

B. Meet with SRIA Staff and County Staff regarding building height restriction in the commercial core of Pensacola Beach

C. Prepare for and attend the deposition of the Executive Director regarding two open tax cases (neither case involves the SRIA as a party)

D. Review and revisions to the proposed Escambia County ordinance for the operation of electric scooters on Pensacola Beach and meet with the Assistant County Attorney and P. Ghio to discuss the revisions

E. Review and respond to the Assistant County Attorney about a license agreement with Gulf Power to use the Casino Beach Parking lot during declared emergencies as well as review and comment on the proposed license agreement
Santa Rosa Island Authority
Engineer's Report
March 11, 2020

Projects | Budget | Source | Schedule
--- | --- | --- | ---
Phase 2 Dune Walkover Project (CEI Services and Permit Mod.) | $9,000 (e)* | SRIA | Complete
Sharp Point Nourishment | $33,000 (e) | SRIA | Spring 2020

Narratives

Phase 2 Dune Walkover Replacement Project


Sharp Point Nourishment Project

A notice to proceed has been issued for preparation of construction and bidding documents for the nourishment of Sharp Point. Once construction documents are complete, construction bids will be solicited. Construction is anticipated to take place this spring.

(c) = Construction Budget
(e) = Engineering Budget
SRIA = Santa Rosa Island Authority
TBD = To Be Determined

* Not to Exceed Fees for Additional Services to Task Order 239
DIRECTOR OF DEVELOPMENT SERVICES MONTHLY REPORT

SELECTION OF APPROVED PROJECTS:

Residential Construction (6):

- 1743 Ensenada Uno. – Construction of a new, pile supported, conforming, SFR structure.
- 1064 Ft Pickens Rd. (Lafitte Cove II) – Interior/ exterior renovations to existing unit.
- 109 Maldonado Dr. – Construction of storage enclosure in area BFE for recently FEMA Grant elevated SFR structure.
- 1304 Maldonado Dr. – Installation of solar panels to exiting SFR Structure.
- 1500 VDL # D5 (Regency Cabanas)- Extending rear deck of existing unit
- 1064 Ft Pickens Rd (Lafitte Cove II) – Install a two piling elevator boatlift onto existing pier.

Commercial projects (5):

- 444 Pensacola Beach Blvd. (Radical Rides) – Remove and replace metal roof system on existing building.
- 400 Quietwater Beach Rd. # 9 & 11 (Cap’n Funs) Exterior repairs and renovations, cleanup of entire property, including the upstairs bar area, and paint building.
- 701 Pensacola Beach Blvd. (Shaggy’s PB) – Construction of new roof over outside deck, install dumpster pad, and restripe parking lot.
- 655 Pensacola Beach Blvd. (Pier One Marina, d/b/a PB Marina) – Removing soil berm, and import clean white sand for front of the existing building.
- 661 Pensacola Beach Blvd. (PB Elks Lodge) – Remove and replace existing upper deck handrails, spindles, posts and exterior stairs.

(*SFR – Single Family Residence)