

SANTA ROSA ISLAND AUTHORITY
COMMITTEE MEETINGS
OCTOBER 25, 2017
5:00 P.M.

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MS. BRIGETTE BROOKS, CHAIRWOMAN, DR. THOMAS CAMPANELLA AND MR. JERRY WATSON, MEMBERS

Item # 1 – Request by David Forte, Division Manager, Escambia County Transportation & Traffic Operation's Division – For approval to reduce the side setback at Beach to Bay in order to facilitate the proposed multi - use path, and a comparable exchange for the lost square footage (2,531 SF) to extend the public area at the Pensacola Beach Boardwalk. (Staff report by Paolo Ghio).

Item #2 - Request by Harry E. Newkirk, III , Key Sailing, 400 Quietwater Beach Rd #14 – For authorization to the SRIA Board Chairman to sign a letter of concurrence for setback waiver, to complete a previously applied for submerged land lease. (Staff report by Paolo Ghio)

B. DEVELOPMENT & LEASING COMMITTEE, MR. JERRY WATSON, CHAIRMAN, MS. KAREN SINDEL AND MS. JANICE GILLEY, MEMBERS

Item # 1 – Request by Beach Club to exercise a 99 year extension of their Amended and Restated Master Lease. (Staff report by Mike Stebbins) (Referred from the September 27, 2017 Committee Meeting)

C. ADMINISTRATIVE COMMITTEE, MS. JANICE GILLEY, CHAIRWOMAN, MS. TAMMY BOHANNON AND MS. BRIGETTE BROOKS, MEMBERS

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

Item # 2 – Discussion/approval of restating the current mission statement. (Staff report by Robbie Schrock)

Item # 3 – Approval of the revision of the current Mobile Vendor Policy, the RFP for a Single Food Service Provider Vendor, and the proposed license agreement for the Single Food Service provider. (Staff report by Mike Stebbins)

Adjourn.

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.

Architectural & Environmental Committee
October 25, 2017
Item A-1

Request by David Forte, Division Manager, Escambia County Transportation & Traffic Operation's Division – For approval to reduce the side setback at Beach to Bay in order to facilitate the proposed multi - use path, and comparable exchange for the lost square footage (2,531 SF) to extend the public area at the Pensacola Beach Boardwalk. (Staff report by Paolo Ghio).

Background:

Approximately 285' of Beach to Bay property will be impacted by the expansion of the access road and multi-use path. The average 8' encroachment into the leasehold property will create a much needed public benefit.

To mitigate the loss of use by the leaseholder, a variance request of 16' to the 50' front setback has been proposed. This will reduce the required front setback along the 285' area impacted by the multi-use path to 34' from the new property line.

In exchange for the leasehold property being converted to public use, it is proposed to expand the Pensacola Beach Boardwalk balcony on the Sound side by a comparable amount. This expansion will remain accessible to the public in the form of a balcony.

Recommendation:

Staff recommends approval for a front setback variance of 16' over the length of the 8' encroachment for the leasehold Beach to Bay. Also, increase the Pensacola Beach Boardwalk balcony by a comparable amount up to 2,531.s.f.

Architectural & Environmental Committee
October 25, 2017
Item A-2

Request by Harry E. Newkirk, III , Key Sailing, 400 Quietwater Beach Rd #14 – For authorization to the SRIA Board Chairman to sign a letter of concurrence for setback waiver, to complete a previously applied for submerged land lease. (Staff report by Paolo Ghio)

Background:

The current submerged land lease needs to be modified in order to keep the existing Key Sailing Pier in compliance. Since the renourishment of the north shore altered the mean high water line, the setback line was affected. FDEP requires a letter of concurrence for a setback waiver from neighbors. The SRIA is the neighbor to the west.

Recommendation:

Staff recommends approval of the request by Harry E. Newkirk, III , Key Sailing, 500 Quietwater Rd – For authorization to the SRIA Board Chairman to sign a letter of concurrence for setback waiver, to complete a previously applied for submerged land lease.

LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: HARRY E. Newkirk III (owner/applicant)
400 Brierwater Bch Rd 14 (address of project)
Pensacola Beach FL 32561

File No.: 172630101

FROM: _____ (adjacent property owner)

Section 18-21.004(3)(d), Florida Administrative Code, provides:

Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner**; or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the (north / south / east / west) of the facility or activity proposed to be constructed or conducted by _____ (the applicant), as shown in the above referenced file (and on the attached drawing). I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C. This file shows the structure will be located entirely within the applicant's riparian rights area and within _____ feet of the common riparian rights line between our parcels.

(Original signature of adjacent owner)

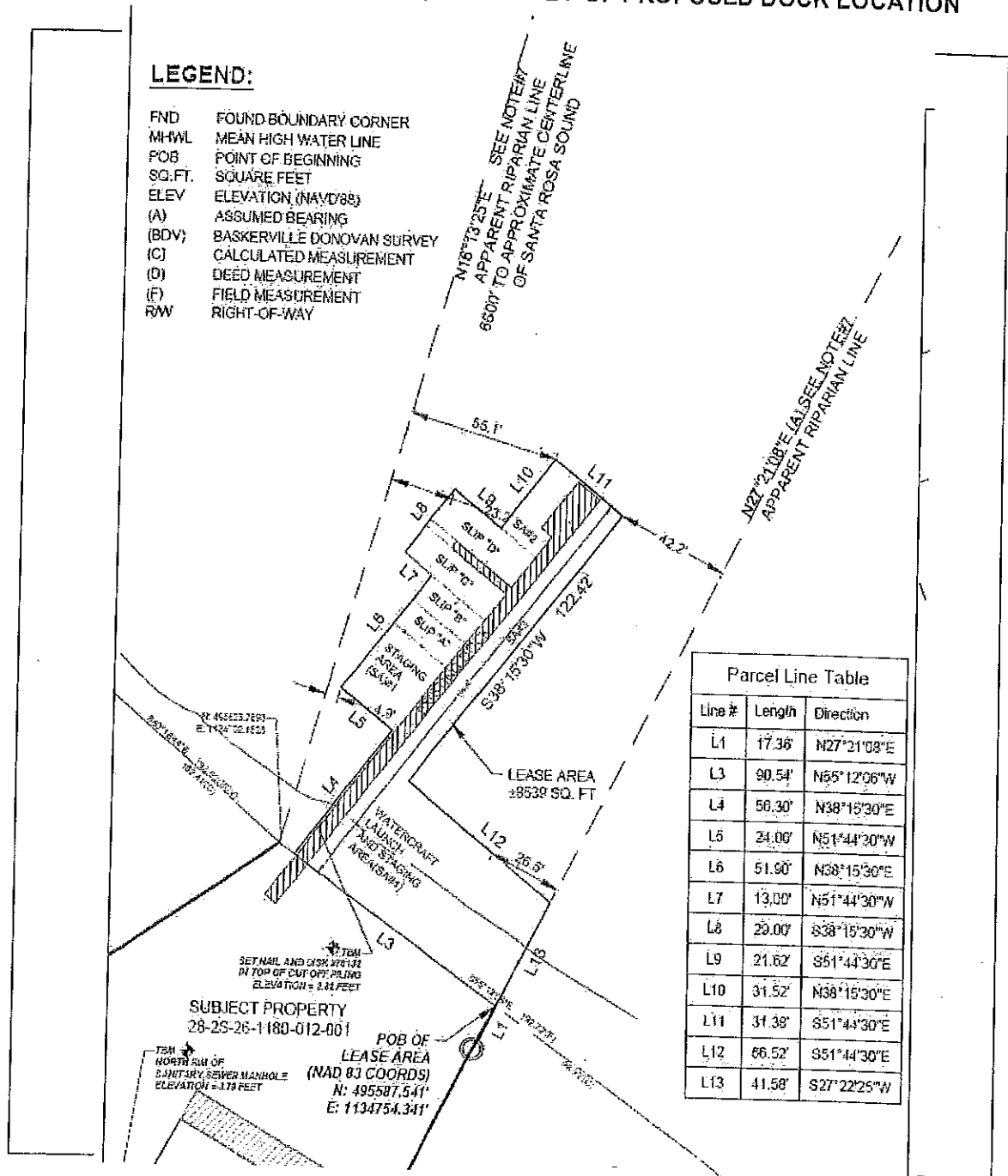
(Date signed)

(Printed name of adjacent owner)

This form is not adopted by rule; therefore, any letter of concurrence of similar content may be accepted.

LETTER OF CONCURRENCE FOR SETBACK WAIVER

PAGE 2 - DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION



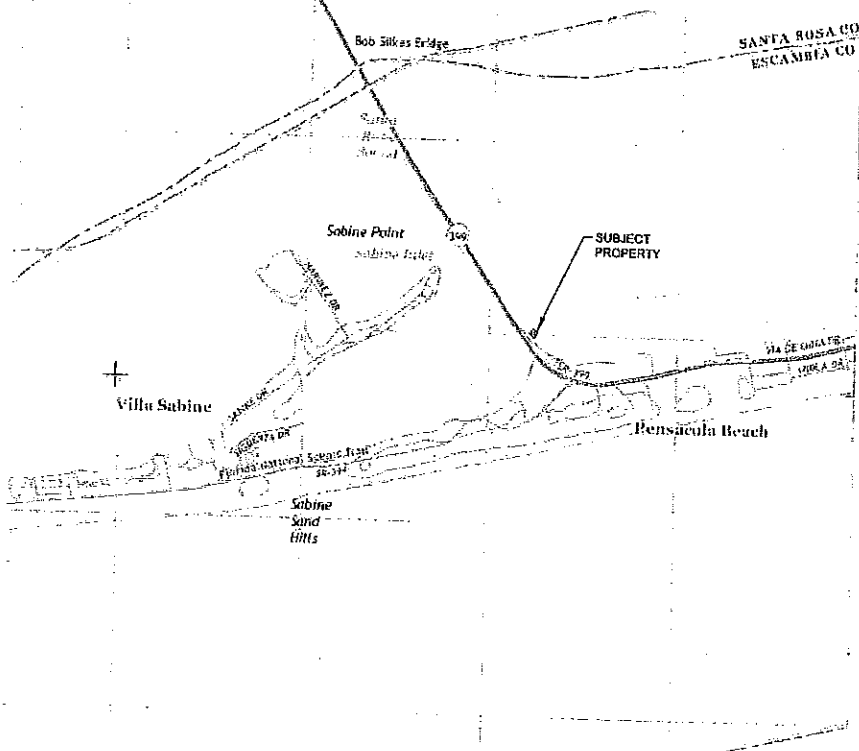
_____ (Initials of adjacent owner)

_____ (Date)

VICINITY MAP

(NOT TO SCALE)

SECTION 28, TOWNSHIP 2 SOUTH, RANGE 26 WEST
 ESCAMBIA COUNTY, FLORIDA



INDEX

- PAGE 1: VICINITY MAP
- PAGE 2: LEASE AREA
- PAGE 3: LEASE DESCRIPTION
- PAGE 4: MEAN HIGH WATER LINE

SURVEYORS CERTIFICATE

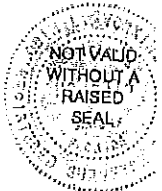
The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes and is CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

Rob L. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878



360 SURVEYING SERVI
 1801 CREIGHTON RL
 PENSACOLA, FL 3250
 850.857.4400



THIS IS A FIELD SURVEY
 SUBMERGE LAND
 LEASE SURVEY
 FOR AN EXISTING STRUCTURE ON A PORTION OF SANTA
 ROSA ISLAND, ESCAMBIA COUNTY, FLORIDA
 VICINITY MAP

ADDRESS: (SUITE 14)
 500 QUIETWATER BEACH RD
 PENSACOLA BEACH, FL 32511
 PROJECT NUMBER: 170208
 DATE: 6-27-2017
 FIELD BOOK: 65 PAGE:
 DRAWN BY: ANC
 APPROVED BY: ROB L. WOR



PARCEL LEGAL DESCRIPTION: (O.R. 2911 PG.516)
 PROPERTY REFERENCE #282S261180012001 (SEE ATTACHED SHEET)

LEASE DESCRIPTION: (CREATED BY UNDERSIGNED)

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK B, PLAZA PRIMERA, AS RECORDED IN PLAT BOOK 5 AT PAGE 79, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE S 34°28'16"W ALONG THE WEST BOUNDARY OF SAID LOT AND ITS EXTENSION THEREOF FOR 282.72 FEET TO A POINT ON THE NORTHEASTERLY R/W LINE OF SR 399 (VIA DELUNA 90' R/W) SAID POINT BEING ON A CURVE CONCAVE TO NORTHEASTERLY WITH A RADIUS OF 1387.39 FEET, THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'25" FOR AN ARC DISTANCE OF 833.15 FEET (CHORD BRG OF N 40°20'16"W FOR 820.69 FEET; THENCE N 33°39'48" W ALONG SAID NORTHEASTERLY R/W LINE FOR 316.57 FEET; THENCE N 56°30'32" FOR 91.30 FEET TO THE POINT OF BEGINNING; THENCE PROCEED S 13°27'49" W FOR 25.26 FEET; THENCE S 33°46'13" E FOR 142.30 FEET; THENCE N 56°30'32" E FOR 36.59 FEET; THENCE N 27°21'08" E FOR 125.10 FEET TO A 1/2" IRON ROD; THENCE CONTINUE N 27°21'08" E ALONG THE EXTENSION OF THE SAID LOT LINE FOR 17.36 FEET TO A POINT ON THE MEAN HIGH WATER LINE (M.H.W.L.) OF SANTA ROSA SOUND AS DETERMINED BY PRE-RENOURISHMENT SURVEY BY BASKERVILLE-DONOVAN, INC. PROJECT #21202.13 DATED 11-01-2012 AND THE POINT OF BEGINNING; THENCE PROCEED N 55°12'06" W ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 90.54 FEET; THENCE N 38°15'30" E FOR 56.30 FEET; THENCE N 51°44'30" W FOR 24.00 FEET; THENCE N38°15'30" E FOR 51.90 FEET; THENCE N 51°44'30" W FOR 13.00 FEET; THENCE N 38°15'30" E FOR 29.00 FEET; THENCE S 51°44'30" E FOR 21.82 FEET; THENCE N N38°15'30"E FOR 31.52 FEET THENCE S51°44'30"E FOR 31.38 FEET; THENCE S38°15'30" W FOR 122.42 FEET; THENCE S 51°44'30" E FOR 39.57 FEET; THENCE S 34°47'54" W FOR 42.86 FEET TO THE POINT OF BEGINNING.
 CONTAINING 8539 SQUARE FEET (0.196 ACRES) MORE OR LESS.

NOTES:

1. FIELD WORK ON THIS SURVEY WAS COMPLETED ON 6-27-2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS MARKED.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SURVEYED PROPERTY BEING N42°04'41"E.
4. ELEVATIONS ARE BASED ON NAVD '88 DATUM OF FLORIDA D.O.T. CONTROL MONUMENT 48-84-A01, ELEVATION= 6.78'.
5. THE SURVEYED PROPERTY IS LOCATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION: 5.0' AND FLOOD ZONE "AO", DEPTH 1 FEET, BASED ON FIRM FLOOD MAP PANEL 12033C0512G, DATED SEPTEMBER 29, 2006.
6. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 3376, MHW ELEVATION OF 0.77 FEET.
7. RIPARIAN LINES ARE SHOWN AS AN EXTENSION OF THE SOUTHEASTERLY UPLAND BOUNDARY LINE. THE CENTER OF THE SANTA ROSA SOUND OR THE NAVIGABLE CHANNEL WAS TAKEN FROM AERIAL PHOTO AND HAS NOT BEEN LOCATED BY THE UNDERSIGNED SURVEYOR.



360 SURVEYING SERVI
 1801 CREIGHTON RL
 PENSACOLA, FL 3250
 850.857.4400

SUBMERGE LAND
 LEASE SURVEY
 FOR AN EXISTING STRUCTURE ON A PORTION OF SANTA
 ROSA ISLAND,
 SANTA ROSA COUNTY, FLORIDA
 PARCEL AND LEASE
 DESCRIPTIONS

ADDRESS: (SUITE 14)
 500 QUIETWATER BEACH RC
 PENSACOLA BEACH, FL 3251
 PROJECT NUMBER: 170205
 DATE: 6-27-2017
 FIELD BOOK: 65 PAGE:
 DRAWN BY: ANC
 APPROVED BY: ROB L. WOR





380 SURVEYING SERV
1801 CREIGHTON RC
PENSACOLA, FL 3250
850.857.4400

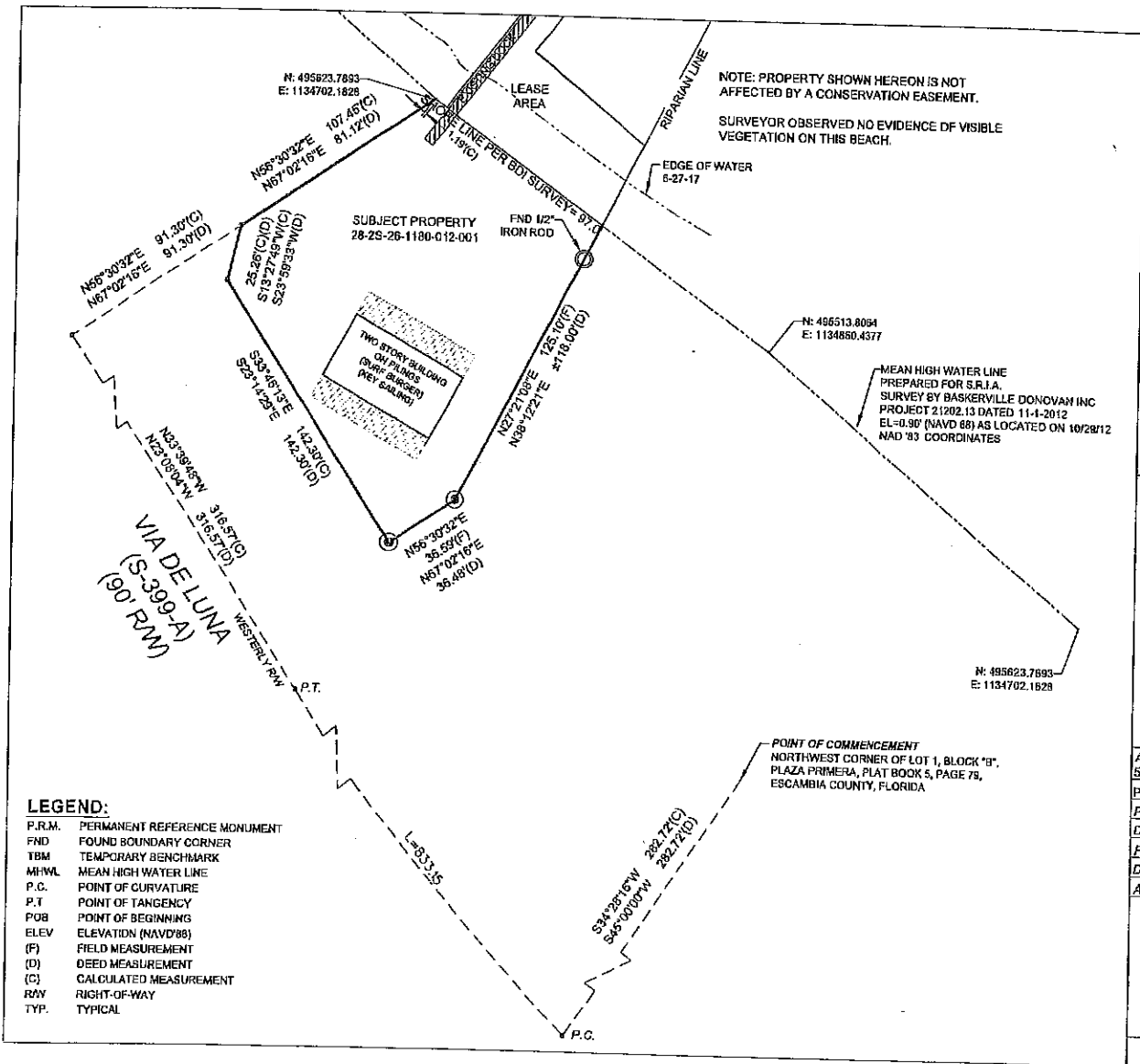
SUBMERGE LAND
LEASE SURVEY
FOR AN EXISTING STRUCTURE ON PORTION OF
SANTA ROSA ISLAND, ESCAMBIA COUNTY, FLORIDA
UPLAND PARCEL
& MEAN HIGH WATER LINE

THIS IS A FIELD SURVEY
ADDRESS: (SUITE 14)
500 QUIETWATER BEACH RC
PENSACOLA BEACH, FL 32518
PROJECT NUMBER: 170205
DATE: 6-27-2017
FIELD BOOK: 65 PAGE:
DRAWN BY: ANC
APPROVED BY: ROB L. WOR



SCALE: 1"=80'

SHEET 2 OF 4

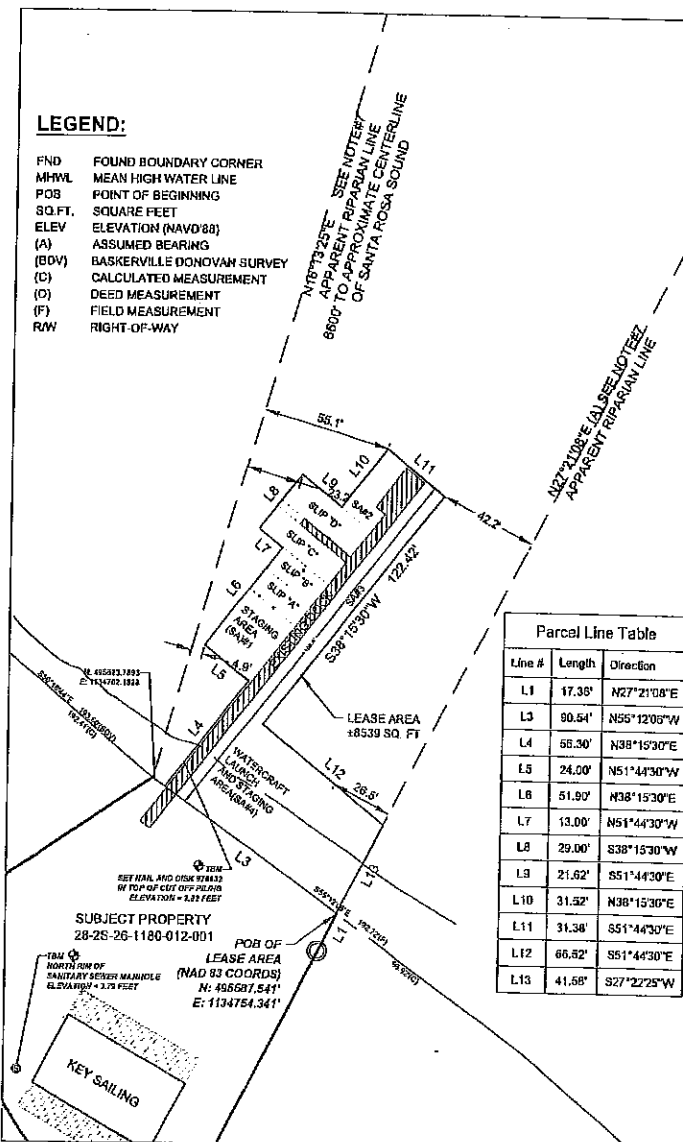




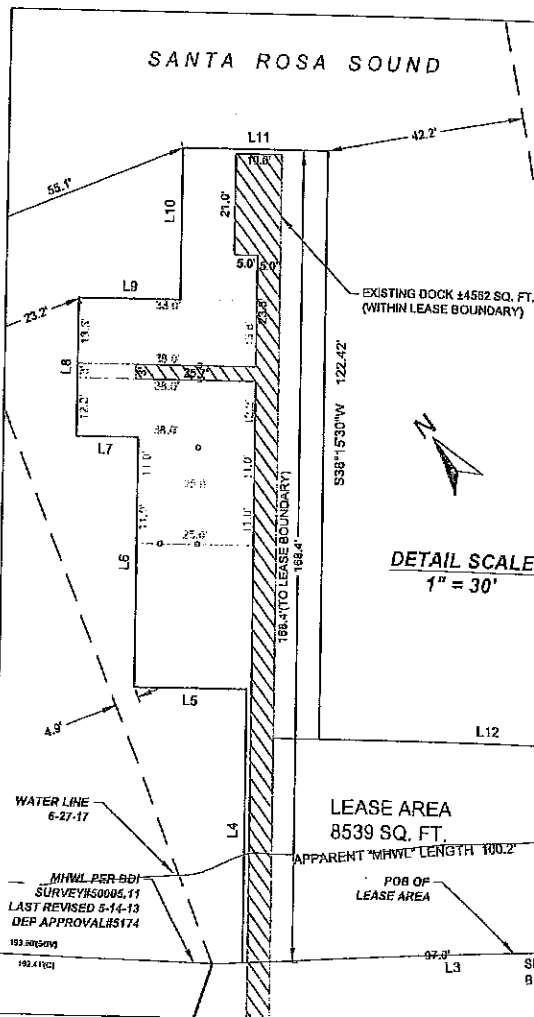
360 SURVEYING SERVICE
1801 CREIGHTON RD
PENSACOLA, FL 32501
850.857.4400

LEGEND:

- FND FOUND BOUNDARY CORNER
- MHWL MEAN HIGH WATER LINE
- POB POINT OF BEGINNING
- SQ. FT. SQUARE FEET
- ELEV ELEVATION (NAVD88)
- (A) ASSUMED BEARING
- (BOV) BASKERVILLE DONOVAN SURVEY
- (C) CALCULATED MEASUREMENT
- (D) DEED MEASUREMENT
- (F) FIELD MEASUREMENT
- R/W RIGHT-OF-WAY



Line #	Length	Direction
L1	17.38'	N27°21'08"E
L3	90.54'	N55°12'06"W
L4	55.30'	N38°15'30"E
L5	24.00'	N51°44'30"W
L6	51.90'	N38°15'30"E
L7	13.00'	N51°44'30"W
L8	29.00'	S38°15'30"W
L9	21.62'	S51°44'30"E
L10	31.32'	N38°15'30"E
L11	31.38'	S51°44'30"E
L12	66.52'	S51°44'30"E
L13	41.58'	S27°22'25"W



SUBMERGED LAND LEASE SURVEY FOR AN EXISTING STRUCTURE ON A PORTION OF SANTA ROSA ISLAND, ESCAMBA COUNTY, FLORIDA

THIS IS A FIELD SURVEY
ADDRESS: (SUITE 14)
600 QUIETWATER BEACH RD
PENSACOLA BEACH, FL 32501
PROJECT NUMBER: 170205
DATE: 6-27-2017
FIELD BOOK: 65 PAGE:
DRAWN BY: ANC
APPROVED BY: ROB L. WOF



SCALE: 1"=60'

SHEET 4 OF 4

Development & Leasing Committee
October 25, 2017
Item B-1

Request by Beach Club to exercise a 99 year extension of their Amended and Restated Master Lease. (Staff report by Mike Stebbins) (Referred from the September 27, 2018 Committee Meeting.

Background:

The current lease expires in 2049, leaving 33 years on the lease. There are no other amendments or modifications to the Master Lease, which was amended and restated in 1985. The request is for an additional 99 years, at terms and conditions to be negotiated. If granted, the 99 year renewal would start at the end of the expiration of the current term.

Recommendation:

Staff recommends approval of the request by Beach Club, the current lease be extended an additional 99 years with this lease change; after the expiration of the second 99 year extension there would be only one additional extension of 40 years beyond this second 99 year extension, which would be subject to terms and conditions agreed upon by the parties; and to revise the second paragraph of Section XVI to read at the beginning: *"Additionally, Lessee hereby agrees to indemnify, defend and hold harmless Lessor . . ."* rather than the current language, which reads: *"Additionally, Lessee hereby agrees to indemnify and save harmless Lessor . . ."*

Prepared by:
Michael E. Boutzoukas, Esquire
Becker & Poliakoff, P.A.
1511 N. Westshore Blvd, Suite 1000
Tampa, FL 33607

AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT

THIS AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT ("Amendment"), is made this ____ day of _____, 2017, between the SANTA ROSA ISLAND AUTHORITY, as an agency of Escambia County, Florida, ("Lessor"), and BEACH CLUB DEVELOPMENT, INC., a Florida corporation, whose mailing address is Ten Portofino Drive, 2nd Floor, Pensacola, Florida 32561 ("Lessee"), as assignee of American Fidelity Life Insurance Company, a Florida corporation, pursuant to a Corporate Assignment of Lease dated October 15, 2003, and recorded in Official Records Book 5269, Page 1600 of the public records of Santa Rosa County, Florida, and present owner the leasehold interest under that certain lease between Santa Rosa Island Authority and Joseph A. Tombrello and Frances Tombrello as Lessee dated October 28, 1949, recorded in Deed Book 314, Page 12, and effective April 25, 1950, which was amended and restated by that certain First Restated and Amended Lease Agreement dated February 18, 1985 by and between Lessor and a Florida corporation Brannon Development of Florida, Inc., and thereafter further amended pursuant by that certain Restated and Amended Lease Agreement dated October 9, 1985 and recorded in Official Records Book 2130 at Page 840 all recording references being to the public records of Escambia County, Florida, (the lease, as amended, shall be referred to hereinafter as "Lease").

WHEREAS, Lessee has acquired by assignment and holds a portion of that certain Lease between Lessor and Joseph A. Tombrello and Frances Tombrello, which pertains to the property described as follows ("Leased Premises"):

A leasehold estate in the remaining term of that ninety-nine (99) year Lease Agreement entered between SANTA ROSA ISLAND AUTHORITY, as an agency of Escambia County, Florida, as Lessor, and Joseph A. Tombrello and Frances Tombrello, as Lessees, dated October 28, 1949, and recorded in Deed Book 314 at Page 12, and effective as of April 25, 1950 through April 24, 2049 as amended and restated by that certain First Restated and Amended Lease Agreement dated February 18, 1985 by and between Lessor and a Florida corporation Brannon Development of Florida, Inc., and thereafter further amended pursuant by that certain Restated and Amended Lease Agreement dated October 9, 1985 and recorded in Official Records Book 2130 at Page 840, all recording references being to the Public records of Escambia County, Florida, in the following described property, all lying and being in Escambia County, Florida, to-wit:

Parcel No. 4 South, EL VEDADO VILLA, Santa Rosa Island, Escambia County, Florida, being a subdivision of a portion of said Island, heretofore known as Rental Area No. 1, East, as shown on plat recorded in Plat Book 2, Page 84 of the public records of Escambia County, Florida.

WHEREAS, Lessee has decided to exercise the option contained in Section IV of the Lease and hereby gives the requisite notice pursuant to Section IV for renewal of the Lease for an additional ninety-nine (99) years;

WHEREAS, the Lease will now automatically renew for an additional ninety-nine (99) year term, upon the same terms and conditions, upon the expiration of the Lease term which commenced April 25, 1950;

WHEREAS, Lessor and Lessee agree to modify the terms contained in Article III to affect such renewal and to modify the terms contained in Article IV to grant an additional forty (40) year option term;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Lease by amending and restating Section III, Section IV and the second paragraph of Section XVII of the Lease in their entirety and do hereby incorporate these recitals by reference. All other provisions, covenants and agreements shall remain in force and effect.

Sections III, IV and XVII of the Lease are hereby amended and restated to state:

SECTION III
TERM OF LEASE

The term of this Lease shall be for a period of ninety-nine (99) years dating from April 25, 1950 (the "Initial Lease Term"). Further, Lessee has provided the requisite notice to exercise its option to renew this Lease for an additional ninety-nine (99) years, upon the same terms and conditions. Therefore, the Lease will renew for an additional ninety-nine (99) year term, upon the same terms and conditions, upon the expiration of the Initial Lease Term (the two lease terms together shall now be known as the "Lease Term").

SECTION IV
OPTION TO RENEW

Lessee shall have the option to renew this Lease at the end of the Lease Term for an additional forty (40) years, terms and conditions to be renegotiated at such time. In order to exercise said option, the Lessee shall give notice six (6) months prior to the expiration date of the Lease Term.

SECTION XVII
INDEMNIFY; INSURANCE

All property of every kind which may be on the Leased Premises during the term of this Amended Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and Lessor shall not be liable to Lessee, or to any other person whomsoever, for any injury, loss or damage to any person or property in or upon the Leased Premises, Lessee hereby covenanting and agreeing

to assume all liability for or on account of any injury, loss or damage herein described, and to save Lessor harmless from such injury, loss or damage. Furthermore, Lessor shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees or visitors for any damage to property or injury to person caused by the act or negligence of any other user of Lessee's facilities; Lessee accepts the Leased Premises as wholly suitable for the purpose for which it is leased, and agrees to hold Lessor harmless from all claims for any such damage.

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

In furtherance of Lessee's obligations set forth herein, Lessee agrees to maintain in full force during the term of the lease, and any renewals, continuations, holding over or extension, a policy of public liability and property damage insurance under which Lessor and Lessee are named as insureds, and under which the insurer agrees to indemnify and hold lessor harmless from and against all cost, expense and liability arising out of or based upon any and all claims, accidents, injuries, demands, suits, judgments, costs and damages as mentioned in this section. Each policy shall be noncancellable with respect to Lessor and Lessor's designees without ten (10) days written notice to Lessor and a duplicate original of the policy shall be delivered to Lessor. The minimum limits of liability of such insurance shall be \$100,000 for each injury or death to any one person, and \$1,000,000 for injury or death to more than one person.

EXECUTED in duplicate this the _____ day of _____, 2017.

WITNESSES:

SANTA ROSA ISLAND AUTHORITY

Printed Name:

By:
Its: CHAIRMAN

Printed Name:

ATTEST:

SECRETARY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____ as Chairman of the Santa Rosa Island Authority.

Notary Public, State of Florida

Personally Known _____

OR

Produced Identification _____

Type of Identification Produced _____

WITNESSES:

BEACH CLUB DEVELOPMENT, INC.

Printed Name:

By:

Its: PRESIDENT

Printed Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____ as President of Beach Club Development, Inc.

Notary Public, State of Florida

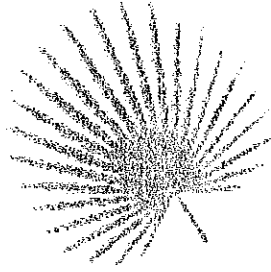
Personally Known _____

OR

Produced Identification _____

Type of Identification Produced _____

ACTIVE: 10211896_1



BEACH CLUB

A RESORT RESIDENCE & SPA

Robert Rinke
Beach Club Development, Inc.
10 Portofino Dr. Suite 2
Pensacola Beach, FL 32561

Paolo Ghio
Santa Rosa Island Authority
1 Via De Luna Dr.
Pensacola Beach, FL 32561

August 22nd, 2017

Dear Paolo,

I am requesting to add an agenda item to the September 27th, 2017 Santa Rosa Island Authority Committee Meeting. I would like to ask for the review and approval from the Island Authority for Beach Club lease renewal, as attached.

Thank you for your consideration.

Sincerely,

Robert Rinke

Beach Club

MEMORANDUM 840

RESTATED AND AMENDED LEASE AGREEMENT

This Restated and Amended Lease Agreement, hereinafter called the "Amended Lease", is made this 9th day of Oct, 1985, between the SANTA ROSA ISLAND AUTHORITY, as an agency of Escambia County, Florida, hereinafter called the "Lessor" and BRANNEN DEVELOPMENT OF FLORIDA, INC., a Florida corporation, hereinafter called the "Lessee".

SECTION I - STATEMENT OF PURPOSE

Lessee has acquired by assignment and now holds that certain lease between Lessor and Joseph A. Tombrello and Frances Tombrello, dated October 28, 1949.

A motel is presently constructed on the leased property; however, Lessee plans to raze the existing structures and to develop a condominium project on the leased premises. Because of the change in use of the property and the adjustment in the lease payments to be made to Lessor, the parties hereby enter into this Restated and Amended Lease Agreement superseding the provisions contained in the previous Restated and Amended Lease agreement dated February 13, 1985.

SECTION II - PREMISES LEASED

Lessor leases to Lessee the following property located on Santa Rosa Island, Escambia County, Florida, to-wit:

Parcel No. 4 South, in El Vedado Villa, Santa Rosa Island, Escambia County, Florida, being a subdivision of a portion of said Island heretofore known as Rental Area No. 1, East, as shown by plat recorded in Plat Book 2, Page 84, of the public records of said County.

The property leased to Lessee is herein called the "leased property" or the "leased premises".

SECTION III - TERM OF AMENDED LEASE

The term of this Amended Lease shall be for a period of 99 years commencing on April 25, 1950, which is the date that certain lease dated October 28, 1949, and recorded in Deed Book 314 at page 42 of the public records of Escambia County, Florida, commenced.

SECTION IV - OPTION TO RENEW

Lessee shall have the option to renew this lease for an additional ninety-nine (99) years, terms and conditions to be renegotiated at such time. In order to exercise said option, the Lessee shall give notice six (6) months prior to the expiration date of this lease.

SECTION V - USE OF LEASED PREMISES

The leased premises shall be utilized and developed by Lessee as residential property, as defined in the current land use plan of the Santa Rosa Island Authority. Lessee covenants and agrees to erect and complete on the leased premises residential buildings and related facilities, according to and in conformity with detailed plans and specifications of the proposed improvements showing location and types of construction of all buildings and improvements, said plans to be approved by the Lessor, and located on said property in a manner agreeable to the Lessor. The Lessor's approval shall not be unreasonably withheld. The entire complex shall be completed within three (3) years from the date of commencement, unless times so fixed are extended for good cause by the Lessor.

Lessee shall comply with all building requirements of Lessor and shall in advance obtain a building permit from Lessor for each structure. Adequate landscaping shall be provided around all structures as provided for in the approved plans.

SECTION VI - RENT

Lessee covenants and agrees to pay Lessor rental for the leased premises as follows:

see modifications

- A. The minimum annual rental for 1985-1986 lease year shall be \$10,000.00, or \$500.00 per unit per year, whichever is greater.
- B. The minimum annual rental for 1986-1987 lease year shall be \$15,000.00, or \$500.00 per unit per year, whichever is greater.
- C. The minimum annual rental for 1987-1988 and hereafter shall be \$25,000.00 or \$500.00 per unit per year, whichever is greater.

The rental payments shall be subject to adjustment to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index (CPI "all urban consumers, 1967, equalling 100, as published by the Bureau

of Labor Statistics and presently reported in the "News", United States Department of Labor Monthly Report), such adjustments to be made every five years (5) in each calendar year that is divisible by five (5), beginning with the year 1990. It is intended that rentals, payable hereunder, will be increased or decreased in proportion to the changes reflected in such index over the figures reflected in the index last published prior to the date of this Restated and Amended Lease Agreement or the date of the last prior adjustment. In no case, however, shall the minimum annual rent be less than the amounts set forth in subparagraph C of this article.

If any rental payment due hereunder, or any portion thereof, is not paid within seven (7) days after the date such payment shall be due, a late payment charge of 10 per cent (10%) of the amount due shall be charged by Lessor, provided that the minimum late payment charge shall not be less than \$25.00, and provided further that if the rental payment remains delinquent for more than thirty (30) days from the due date, the minimum late charge shall be increased to \$100.00 or ten per cent (10%), whichever is greater. Delinquent rents shall bear interest at the rate of 10% per annum from their due date.

SECTION VII - MAINTENANCE OF BUSINESS RECORDS

Lessee shall maintain accurate and adequate records and books of account on its operations. Lessee will keep such records for a period of not less than three (3) years, and will give to Lessor and Lessor's agents the privilege at any time during business hours of the Lessee of inspecting and examining Lessee's records, and Lessee will assist in Lessor's making of such inspection or examination.

SECTION VIII - UTILITIES

Lessee shall pay for all its requirements for utilities, including, but not limited to, gas, steam, water, electricity and sewer charges. Lessee further agrees to use exclusively, if provided by Lessor, such public utilities and public services relating to health and sanitation as may from time to time be made available by Lessor, or by others pursuant to agreements, licenses or permits with Lessor. Nothing in this paragraph obligates Lessor to provide any of these services.

SECTION IX - COMPLIANCE WITH LAWS, SAFETY

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

This Amended Lease and the leased property shall always be subject to applicable covenants, restrictions and building codes adopted from time to time by governmental agencies having authority over the leased property.

SECTION X - MAINTENANCE OF REQUIRED LICENSES

Lessee shall obtain all licenses required by all governmental authorities having jurisdiction over the leased property for the type of business operated by Lessee, and shall maintain all required licenses during the term of this Amended Lease.

SECTION XI - TITLE TO IMPROVEMENTS

Title to any building or other improvements of a permanent character that shall be placed upon the leased property by Lessee shall vest in Lessor, or its assigns, upon the termination of this Amended Lease, and Lessee acknowledges that it shall have no right to remove such fixed and permanent improvements or any improvements that in removing them from leased property would result in damages to the leased property.

SECTION XII - REPAIRS AND MAINTENANCE

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

SECTION XII - TAXES AND ASSESSMENTS

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

SECTION XIV - ASSIGNMENTS AND TRANSFERS

Lessee may sell, assign or mortgage this Amended Lease in whole without Lessor's prior written consent. No portion of this amended lease, except for individual subleases on condominium units, shall be allowed without the prior written permission of Lessor. So long as any mortgagee keeps on file with Lessor a proper address, notice of default by Lessee will be sent to the mortgagee at such address at the same time notice of default is sent to Lessee, and this lease may not be terminated for said default until thirty (30) days after notice thereof has been mailed to such mortgagee, during which period either the mortgagee or mortgagor may remedy the default.

If Lessor elects to develop a condominium project on the property, Lessor agrees to join in the declaration of condominium that Lessee shall prepare for the purpose of submitting the leased premises to condominium status, provided that wording of such declaration is approved by the Lessor, and that such declaration shall in no way create financial liability for Lessor.

SECTION XV - LESSOR'S ACCESS

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

SECTION XVI - INDEMNITY; INSURANCE

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

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

In furtherance of Lessee's obligations set forth herein, Lessee agrees to maintain in full force during the term of the lease, and any renewals, continuations, holding over or extension, a policy of public liability and property damage insurance under which Lessor and Lessee are named as insureds, and under which the insurer agrees to indemnify and hold Lessor harmless from and against all cost, expense and liability arising out of or based upon and all claims, accidents, injuries, demands, suits, judgments, costs and damages as mentioned in this section. Each policy shall be noncancelable with respect to Lessor and Lessor's designees without ten (10) days written notice to Lessor and a duplicate original of the policy shall be delivered to Lessor. The minimum limits of liability of such insurance shall be \$100,000.00 for injury or death to any one person per occurrence, and \$1,000,000.00 for injury or death to more than one person per occurrence.

SECTION XVII - DESTRUCTION OF PREMISES

In the event of damage to or destruction of any building or improvement hereafter constructed on the leased premises by fire, windstorm, water or any other cause whatsoever, Lessee shall repair or rebuild such building or improvement within a reasonable time so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of this lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the demised premises shall be payable to Lessor and Lessee jointly to assure the repair or replacement of such improvements and/or the leveling and cleaning of the demised premises. Lessor shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision.

SECTION XVIII - SUBJECT TO RESTRICTIONS OF RECORD

This Amended Lease and the leased premises are expressly subject to and bound by the covenants and restrictions applicable to all properties on Santa Rosa Island dated February 10, 1949, and recorded in Deed Book 294 at page 303 of the public records of Escambia County, Florida, and said covenants and restrictions are made a part of this Amended Lease as if the same were fully set forth herein.

SECTION XIX - ENFORCEMENT OF LEASE; FORFEITURE;
DEFAULT; REMEDIES; NONWAIVER

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

1. If Lessee shall desert or vacate the Leased Property;
2. If default shall be made by Lessee in the payment of the rent to be specified in the amendment to this Lease;
3. If Lessee fails to develop the property in the manner and within the time frame to be approved by Lessor;
4. If default shall be made by Lessee in the performance of any of the terms or conditions of this Amended Lease that Lessee is to perform;
5. If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Lessee's business;
6. If Lessee shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this lease forfeited. The notice from Lessor shall be sent as specified in the Amended Lease, or may be delivered to Lessee personally, and unless Lessee shall have completely removed or cured the default within thirty (30) days from the date of Lessor's notice of intention to declare the lease forfeited, this Amended Lease shall come to an end as if the date established by notice of forfeiture were the day originally fixed herein for the expiration of the term of this Amended Lease, without any further notice from Lessor to Lessee. Lessor's agent or attorney shall have

the right, without further notice or demand, to reenter and remove all persons and Lessee's property from the leased property without being deemed guilty of any trespass. In consideration of the substantial investment made by Lessee in improvements on the demised premises, Lessor agrees that Lessee shall not be liable for any rent for the unexpired portion of this Amended Lease if Lessor declares this Amended Lease forfeited pursuant to the terms hereof.

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

It is expressly agreed and understood that this section is a material part of this Amended Lease, and that Lessor entered into this Amended Lease, and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this section.

SECTION XX - ATTORNEY'S FEE - WAIVER

If default be made by Lessee in the performance of any of the terms, covenants, agreements or conditions set forth in this Amended Lease, so that it becomes necessary to place the enforcement of this Amended Lease or any part of this Amended Lease or the collection of any rent due or to become due hereunder or the recovery or possession of the Leased Property in the hands of an attorney or to file suit upon this Amended Lease, Lessee shall pay Lessor all the costs and expenses incurred in such action, including a reasonable attorney's fee, whether or not suit is necessary; and if proceedings are begun or had to collect any sums falling due hereunder, to enforce any provisions hereof, or to terminate this lease, Lessee shall pay all costs, expenses and charges incurred in said proceedings, including costs incurred for any appeals.

SECTION XXI - NOTICES

All notices provided in this Amended Lease shall be deemed sufficient when sent by U.S. certified mail, return receipt requested, postage prepaid, to the following addresses:

Lessor: Santa Rosa Island Authority
P. O. Drawer 1208
Pensacola Beach, FL 32561

Lessee: Brannen Development of Florida, Inc.
P. O. Box 785
Gulf Breeze, FL 32561

SECTION XXII - OTHER USES OF LEASED PROPERTY

Lessee covenants and agrees not to use or occupy the leased premises for any purpose other than herein specified, nor permit the same or any part thereof to be used or occupied for any purpose other than herein specified, without the prior written consent of the Authority. Lessee further agrees not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the demised premises.

SECTION XXIII - EXPIRATION OF LEASE

Upon the expiration or sooner termination of this lease, lessee shall be allowed a period of fifteen (15) days in which to remove all of his personal property, including such furnishings and fixtures installed by the lessee as may be removed without injury or damage to the land and improvements; and lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit. In event of termination hereof by the Authority in accordance with the foregoing, declaration of such termination executed and recorded by the Authority shall as to all third persons be deemed conclusive evidence of valid termination of rights of lessee.

SECTION XXIV - PROVISIONS BINDING

The terms and provisions of this Amended Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, respectively.

SECTION XXV - AMENDMENT

This Amended Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties.

SECTION XXVI - SEVERABILITY

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

XXVII - PARAGRAPH HEADINGS

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

SECTION XXVIII - ENTIRE AGREEMENT

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

SECTION XXIX - WAIVER

Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Amended Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Amended Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent to approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

SECTION XXX - TIME OF THE ESSENCE

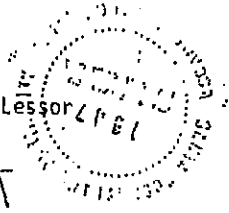
Time is of the essence of each and every provision, covenant and condition of this Amended Lease on the part of Lessee to be done and performed.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

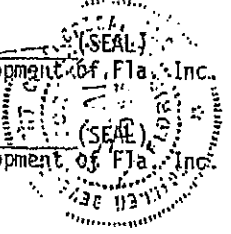
Witnesses:

Leo Kruman
Julith K. Kipwood

SANTA ROSA ISLAND AUTHORITY, Lessor
James Kirkman
Chairman
Ken E. Dickson
Secretary



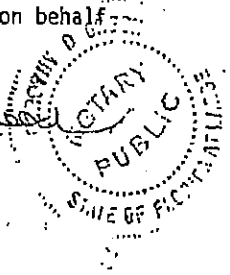
[Signature]
President, Brannen Development of Fla. Inc.
[Signature]
Secretary, Brannen Development of Fla. Inc.



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 1985, by James Kirkman and Barry Dickson, the Chairman and Secretary, respectively, of SANTA ROSA ISLAND AUTHORITY, for and on behalf of the Authority.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. SEPT. 12, 1986
BONDED THRU GENERAL INS. URO.

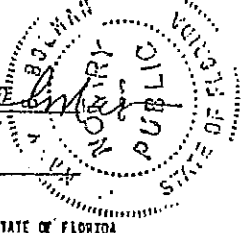


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of October, 1985, by David A. Brasser and David A. Brasser, President and Secretary respectively of BRANNEN DEVELOPMENT OF FLA. INC.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 1, 1988
BONDED THRU GENERAL INS. URO.



IN BOOK PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

OCT 16 12 22 PM '85

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

404284

Administrative Committee
October 25, 2017
Item C-1

Report on Financial Statements and Expenditures. (Staff report by Dottie Ford)

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.

Santa Rosa Island Authority
 STATEMENT OF INCOME REVENUES AND EXPENSES
 For the Eleven Months Ending August 31, 2017

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
INCOME REVENUES	\$363,402.31	\$271,703.00	\$91,699.31	33.7%	\$4,427,343.52	\$3,837,356.00	\$589,987.52	15.4%
EXPENSES								
Administrative	\$32,254.92	\$80,316.42	(\$28,061.50)	-46.5%	\$332,372.96	\$397,178.58	(\$64,806.62)	-16.3%
Finance	28,677.33	35,408.00	(6,728.67)	-19.0%	357,874.44	382,718.00	(24,841.56)	-8.5%
Environmental & Developmental	131,819.25	209,485.88	(77,646.41)	-37.1%	690,918.26	783,145.34	(92,228.08)	-11.8%
Human Resources and Markets	111,256.67	186,184.00	(54,935.33)	-33.1%	743,901.57	927,531.00	(83,629.43)	-10.1%
Public Works	654.90	0.00	654.90	0.0%	0.00	0.00	0.00	0.0%
TOTAL	\$304,665.07	\$471,382.08	(\$166,717.01)	-35.4%	\$2,125,085.23	\$2,390,571.92	(\$265,506.69)	-11.1%
OTHER EXPENSES								
Beach Nourishment Debt	106,712.88	106,712.88	0.00	0.0%	1,067,128.80	1,067,128.80	0.00	0.0%
Capital	0.00	0.00	0.00	0.0%	38,113.99	38,114.00	(0.01)	0.0%
Infrastructure	24,000.00	24,000.00	0.00	0.0%	59,050.00	59,050.00	0.00	0.0%
TOTAL	\$130,712.88	\$130,712.88	\$0.00	0.0%	\$1,164,292.79	\$1,164,292.80	(\$0.01)	0.0%

Santa Rosa Island Authority
Summary of All Units
For the Eleven Months Ending August 31, 2017

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
INCOME REVENUES:								
Residential Lease Fees	\$78,975.54	\$77,000.00	\$1,975.54	2.8%	\$1,848,725.94	\$1,599,456.00	\$49,269.94	3.1%
Room Rental	81,773.39	57,890.00	24,083.39	41.7%	771,147.59	641,190.00	129,957.59	20.3%
Retail	79,049.40	33,750.00	45,299.40	134.2%	894,383.96	504,950.00	179,433.96	35.5%
Food	59,553.81	55,263.00	4,290.81	7.8%	593,339.43	496,263.00	97,076.43	18.8%
Alcohol, Beer and Wine	33,757.46	25,000.00	8,757.46	35.0%	355,308.33	292,797.00	62,509.33	21.3%
Convenience Stores	6,818.87	5,000.00	1,818.87	32.4%	66,125.24	51,000.00	17,125.24	33.6%
Services	12,719.48	8,000.00	3,719.48	41.3%	94,987.15	64,500.00	30,487.15	47.3%
Real Estate	6,810.39	2,500.00	4,110.39	164.4%	52,271.48	39,700.00	12,571.48	31.7%
Miscellaneous Fees	5,503.09	2,500.00	3,003.09	120.1%	51,770.60	29,500.00	22,270.60	75.5%
Advance Lease Fees	(3,971.15)	0.00	(3,971.15)	0.0%	64,703.08	90,000.00	(25,296.92)	-28.1%
Interest	2,812.03	4,000.00	(1,187.97)	-29.7%	42,582.72	28,000.00	14,582.72	52.1%
TOTAL INCOME REVENUES	\$363,402.31	\$271,703.00	\$91,699.31	33.7%	\$4,427,343.52	\$3,837,356.00	\$589,987.52	15.4%

SUMMARY OF INCOME REVENUES:

Residential Lease Fees	78,975.54	77,000.00	1,975.54	2.6%	1,848,725.94	1,599,456.00	49,269.94	3.1%
Commercial Lease Fees	281,614.74	190,703.00	90,911.74	47.7%	2,736,034.86	2,209,900.00	526,134.86	23.8%
Interest	2,812.03	4,000.00	(1,187.97)	-29.7%	42,582.72	28,000.00	14,582.72	52.1%
INCOME REVENUE SUMMARY	\$363,402.31	\$271,703.00	\$91,699.31	33.7%	\$4,427,343.52	\$3,837,356.00	\$589,987.52	15.4%

Santa Rosa Island Authority
 STATEMENT OF INCOME REVENUES AND EXPENSES
 For the Eleven Months Ending August 31, 2017

	Current Period				Year-To-Date			
	Actual	Prior Year	Variance	% Var	Actual	Prior Year	Variance	% Var
INCOME REVENUES	\$363,402.31	\$302,457.49	\$60,944.82	20.1%	\$4,427,343.52	\$4,246,346.54	\$180,994.88	4.3%
EXPENSES								
Administrative	\$32,254.82	\$27,748.37	\$4,506.55	18.2%	\$332,372.96	\$553,528.54	(\$221,155.58)	-40.0%
Finance	28,677.33	30,554.69	(1,877.36)	-8.1%	357,874.44	363,447.47	(5,573.03)	-1.5%
Environmental & Developmental	131,819.25	96,628.49	33,189.76	33.7%	690,918.28	480,127.25	230,789.01	50.2%
Human Resources and Market	111,259.67	93,242.83	18,015.84	19.3%	743,801.57	735,210.19	8,591.38	1.2%
Public Works	654.90	0.00	654.90	0.0%	0.00	0.00	0.00	0.0%
TOTAL	\$304,665.07	\$250,175.38	\$54,489.69	21.8%	\$2,125,065.23	\$2,112,313.45	\$12,751.78	0.8%

**Santa Rosa Island Authority
Administrative
Schedule of Expenses YTD
For the Eleven Months Ending August 31, 2017**

10/03/17

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	\$12,873.06	\$20,500.00	(\$7,626.94)	-37.2%	\$141,571.07	\$166,500.00	(\$24,928.93)	-15.0%
Social Security	752.05	900.00	(147.95)	-16.4%	8,312.09	10,150.00	(1,837.91)	-18.1%
Retirement	1,030.52	1,770.00	(739.48)	-41.8%	10,838.22	19,585.00	(8,746.78)	-44.7%
Insurance Contribution	3,491.23	3,300.00	191.23	5.8%	37,962.05	36,650.00	1,312.05	3.6%
Workers Compensation	40.23	40.42	(0.19)	-0.5%	442.53	444.58	(2.05)	-0.5%
Medicare	175.88	208.00	(30.12)	-14.6%	1,943.74	2,389.00	(425.26)	-18.0%
Misc. Personnel Benefits	5.00	175.00	(170.00)	-97.1%	402.34	581.00	(178.66)	-30.8%
TOTAL	\$18,367.97	\$26,891.42	(\$8,523.45)	-31.7%	\$201,470.04	\$236,279.58	(\$34,809.54)	-14.7%
OPERATIONS AND MAINTENANCE								
Contract Service	2,831.00	4,000.00	(1,169.00)	-29.2%	9,024.88	11,200.00	(2,175.34)	-19.4%
Board Members Expense	3,400.00	3,400.00	0.00	0.0%	37,600.00	37,400.00	400.00	1.1%
Attorney Retainer	1,600.00	800.00	800.00	100.0%	8,600.00	8,800.00	0.00	0.0%
Legal & Other Professional Fees	4,581.15	17,500.00	(12,918.85)	-73.8%	21,806.28	39,300.00	(17,493.72)	-44.5%
Legal Support Expenses	0.00	1,800.00	(1,800.00)	-100.0%	246.85	2,000.00	(1,753.14)	-87.7%
Engineer Retainer	0.00	400.00	(400.00)	-100.0%	3,600.00	4,400.00	(800.00)	-18.2%
Architect Retainer	200.00	200.00	0.00	0.0%	2,200.00	2,200.00	0.00	0.0%
Travel and Training	718.00	2,525.00	(1,807.00)	-71.6%	2,049.65	4,000.00	(1,950.35)	-48.8%
Telephone	429.00	750.00	(321.00)	-42.8%	4,455.22	6,050.00	(1,594.78)	-26.4%
Water, Wastewater & Solid Was	(171.49)	1,100.00	(1,271.49)	-115.6%	5,590.21	6,500.00	(2,903.79)	-34.2%
Insurance	0.00	0.00	0.00	0.0%	24,453.25	24,500.00	(36.75)	-0.2%
Miscellaneous	0.00	0.00	0.00	0.0%	1,089.30	1,125.00	(55.70)	-5.0%
Postage	38.68	0.00	38.68	0.0%	2,580.59	2,575.00	5.59	0.2%
Office Supplies	238.84	900.00	(663.36)	-73.7%	2,324.45	3,975.00	(1,650.55)	-41.5%
Uniforms	23.99	50.00	(26.01)	-52.0%	23.99	50.00	(26.01)	-52.0%
Membership Fees	0.00	0.00	0.00	0.0%	690.50	675.00	15.50	2.3%
Printing	0.00	0.00	0.00	0.0%	4,171.96	4,150.00	21.96	0.5%
TOTAL	\$13,868.95	\$33,425.00	(\$19,538.05)	-58.5%	\$130,902.92	\$160,900.00	(\$29,997.08)	-18.6%
GRAND TOTAL	\$32,254.82	\$60,316.42	(\$28,061.50)	-46.5%	\$332,372.96	\$397,179.58	(\$64,806.62)	-16.3%

Santa Rosa Island Authority
Finance

10/03/17

Schedule of Expenses YTD
For the Eleven Months Ending August 31, 2017

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	\$19,382.09	\$20,500.00	(\$1,117.91)	-5.5%	\$228,296.68	\$229,100.00	(\$2,803.32)	-1.2%
Social Security	1,120.50	1,290.00	(169.50)	-13.1%	13,208.77	14,835.00	(1,626.23)	-11.0%
Retirement	1,535.07	1,940.00	(404.93)	-21.4%	17,172.01	18,850.00	(1,677.99)	-8.9%
Insurance Contribution	3,112.18	4,000.00	(887.82)	-22.2%	35,048.02	44,000.00	(8,951.98)	-20.3%
Workers Compensation	45.81	49.00	(3.19)	-6.5%	503.91	504.00	(0.09)	-0.0%
Medicare	262.08	280.00	(17.92)	-6.4%	3,089.33	3,270.00	(180.67)	-5.5%
Misc. Personnel Benefits	6.25	250.00	(243.75)	-97.5%	652.48	697.00	(244.52)	-35.1%
TOTAL	\$25,483.98	\$28,006.00	(\$2,522.02)	-9.0%	\$295,971.20	\$311,456.00	(\$15,484.80)	-5.0%
OPERATIONS AND MAINTENANCE								
Financial Audit Fee	\$0.00	\$0.00	\$0.00	0.0%	\$20,500.00	\$20,500.00	\$0.00	0.0%
Contract Service	667.52	2,600.00	(2,132.48)	-82.0%	14,208.22	17,800.00	(3,591.78)	-20.2%
Travel and Training	0.00	0.00	0.00	0.0%	2,265.60	2,300.00	(34.40)	-1.5%
Telephone	338.76	450.00	(111.24)	-24.7%	3,755.68	4,300.00	(544.32)	-12.7%
Electricity	1,968.62	2,500.00	(531.38)	-21.3%	15,387.67	16,400.00	(1,012.33)	-6.2%
Postage	(232.00)	0.00	(232.00)	0.0%	2,018.30	3,500.00	(1,481.70)	-42.3%
Office Supplies	469.25	1,850.00	(1,380.75)	-74.6%	3,361.27	5,950.00	(2,588.73)	-43.2%
Membership Fees	0.00	0.00	0.00	0.0%	105.00	110.00	(5.00)	-4.5%
Printing	0.00	0.00	0.00	0.0%	263.50	400.00	(136.50)	-34.1%
TOTAL	\$3,213.35	\$7,400.00	(\$4,186.65)	-56.6%	\$81,903.24	\$71,280.00	(\$9,356.76)	-13.1%
GRAND TOTAL	\$28,677.33	\$35,406.00	(\$6,728.67)	-19.0%	\$357,874.44	\$382,716.00	(\$24,841.56)	-6.5%

Santa Rosa Island Authority
Environmental And Developmental Svc
Schedule of Expenses YTD
For the Eleven Months Ending August 31, 2017

10/03/17

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	\$13,557.66	\$13,766.00	(\$228.34)	-1.7%	\$158,015.84	\$158,288.00	(\$270.16)	-0.2%
Social Security	808.53	806.00	2.53	0.3%	9,588.80	9,669.00	(80.20)	-0.8%
Retirement	2,270.12	2,100.00	170.12	8.1%	25,418.55	25,005.00	413.55	1.7%
Insurance Contribution	1,002.55	2,000.00	(997.45)	-49.9%	11,504.43	22,000.00	(10,495.57)	-47.7%
Workers Compensation	31.82	32.00	(0.38)	-1.2%	365.04	362.00	3.04	0.8%
Medicare	189.10	200.00	(10.90)	-5.5%	2,242.74	2,350.00	(107.26)	-4.6%
Misc. Personnel Benefits	2.50	50.00	(47.50)	-95.0%	115.04	145.00	(29.96)	-20.7%
TOTAL	\$17,862.08	\$18,974.00	(\$1,111.92)	-5.9%	\$207,240.44	\$217,807.00	(\$10,566.56)	-4.9%
OPERATIONS AND MAINTENANCE								
Contract Service	14,328.10	20,000.00	(5,671.90)	-28.4%	73,300.42	83,500.00	(10,199.58)	-12.2%
Trolley Operation	82,841.15	150,000.00	(67,158.85)	-44.8%	127,506.84	194,500.00	(66,993.16)	-34.4%
Data Processing	800.00	800.00	0.00	0.0%	9,521.11	9,550.00	(28.89)	-0.3%
Escambia Fire Rescue	17,166.88	17,166.88	0.00	0.0%	186,833.26	185,833.34	(0.08)	0.0%
Environmental Service	0.00	0.00	0.00	0.0%	70,255.44	70,000.00	255.44	0.4%
Travel and Training	334.00	1,400.00	(1,066.00)	-76.1%	914.20	2,000.00	(1,085.80)	-54.3%
Telephone	227.71	275.00	(47.29)	-17.2%	2,482.11	3,030.00	(547.89)	-18.1%
Maintenance Materials	(1,835.70)	0.00	(1,835.70)	0.0%	5,534.94	7,375.00	(1,840.06)	-24.9%
Miscellaneous	0.00	0.00	0.00	0.0%	75.00	100.00	(25.00)	-25.0%
Postage	4.31	600.00	(595.69)	-99.3%	353.42	1,100.00	(746.58)	-67.9%
Office Supplies	90.84	250.00	(159.16)	-63.7%	730.70	900.00	(169.30)	-18.8%
Uniforms	0.00	0.00	0.00	0.0%	448.38	450.00	(1.62)	-0.4%
Membership Fees	0.00	0.00	0.00	0.0%	3,720.00	4,000.00	(280.00)	-7.0%
TOTAL	\$113,957.17	\$190,491.68	(\$76,534.49)	-40.2%	\$483,675.82	\$565,338.94	(\$81,662.52)	-14.4%
GRAND TOTAL	\$131,819.25	\$208,465.66	(\$77,846.41)	-37.1%	\$690,916.26	\$763,145.34	(\$82,229.08)	-11.0%

Santa Rosa Island Authority
Human Resources and Marketing
Schedule of Expenses YTD
For the Eleven Months Ending August 31, 2017

10/03/17

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	\$3,140.49	\$3,670.00	(\$529.51)	-14.4%	\$30,654.06	\$37,320.00	(\$665.94)	-1.8%
Security Salaries	21,293.00	44,000.00	(22,717.00)	-51.6%	186,466.00	209,600.00	(23,034.00)	-11.0%
Social Security	191.79	200.00	(8.21)	-4.1%	2,248.24	2,400.00	(151.76)	-6.3%
Retirement	248.73	280.00	(11.27)	-4.3%	2,782.18	3,086.00	(313.82)	-10.1%
Insurance Contribution	462.03	700.00	(237.97)	-34.0%	5,622.67	7,540.00	(1,917.33)	-25.4%
Workers Compensation	7.27	8.00	(0.73)	-9.1%	79.97	81.00	(1.03)	-1.3%
Medicare	44.88	56.00	(11.14)	-19.9%	525.82	654.00	(128.18)	-19.6%
Misc. Personnel Benefits	1.25	0.00	1.25	0.0%	25.17	25.00	0.17	0.7%
TOTAL	\$25,379.42	\$48,894.00	(\$23,514.58)	-48.1%	\$234,404.11	\$280,616.00	(\$26,211.89)	-10.1%
OPERATIONS AND MAINTENANCE								
Contract Service	273.79	1,700.00	(1,426.21)	-83.9%	3,740.82	9,250.00	(5,509.18)	-59.6%
Drug Testing	40.00	120.00	(80.00)	-66.7%	120.00	200.00	(80.00)	-40.0%
Advertising PB Chamber	26,500.00	26,500.00	0.00	0.0%	35,009.48	35,000.00	9.48	0.0%
Visitor Information Center	7,600.20	9,900.00	(2,299.80)	-23.2%	95,754.45	105,300.00	(9,545.55)	-9.1%
Travel and Training	0.00	0.00	0.00	0.0%	673.66	700.00	(26.14)	-3.7%
Telephone	144.08	150.00	(5.92)	-3.9%	1,825.17	1,780.00	35.17	2.0%
Promotion and Events	31,912.83	57,080.00	(25,167.17)	-44.1%	235,884.04	275,325.00	(39,440.96)	-14.3%
Advertising	19,022.33	20,000.00	(977.67)	-4.9%	119,154.84	120,100.00	(945.16)	-0.8%
Community Participation/Memba	200.00	1,000.00	(800.00)	-80.0%	6,505.00	7,350.00	(845.00)	-11.5%
Community Affairs	0.00	0.00	0.00	0.0%	9,000.00	9,000.00	0.00	0.0%
Hospitality	115.00	650.00	(535.00)	-82.3%	1,425.17	2,000.00	(574.83)	-28.7%
Postage	0.46	0.00	0.46	0.0%	113.36	400.00	(286.64)	-71.7%
Office Supplies	70.58	200.00	(129.44)	-64.7%	291.27	500.00	(208.73)	-41.7%
TOTAL	\$85,679.25	\$117,300.00	(\$31,420.75)	-26.8%	\$509,497.48	\$588,915.00	(\$57,417.54)	-10.1%
GRAND TOTAL	\$111,258.67	\$166,194.00	(\$54,935.33)	-33.1%	\$743,801.57	\$827,531.00	(\$83,629.43)	-10.1%

Check History Report
Sorted By Check Number
Activity From: 8/1/2017 to 8/31/2017

SANTA ROSA ISLAND AUTHORITY (SRI)

Bank Code: A COASTAL BANK & TRUST

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
045801	8/1/2017	BROOKSB	BRIGETTE GRAY BROOKS	550.00	Auto
045802	8/1/2017	COMPUTE	ANTLER, INC	1,371.90	Auto
045803	8/1/2017	ESC BCC	ESCAMBIA COUNTY BOCC	106,712.88	Auto
045804	8/1/2017	ESCCOUN	ESCAMBIA COUNTY	17,166.66	Auto
045805	8/1/2017	ESCCOUN	ESCAMBIA COUNTY	124.93	Auto
045806	8/1/2017	GILLEYJ	JANICE E. PERKINS-GILLEY	550.00	Auto
045807	8/1/2017	GULFPOW	GULF POWER COMPANY	2,287.25	Auto
045808	8/1/2017	HANSSEN	HANSSEN GLASS LLC	9,649.00	Auto
045809	8/1/2017	JOHTNIC	JOHN TICE, ARCHITECT	200.00	Auto
045810	8/1/2017	MICHSTE	MICHAEL J. STEBBINS, P.L.	3,274.90	Auto
045811	8/1/2017	PBCHAMB	PENSACOLA BEACH CHAMBER OF COM	6,250.00	Auto
045812	8/1/2017	PENNEWS	PENSACOLA NEWS JR. SUBS	46.00	Auto
045813	8/1/2017	REDWIRE	REDWIRE	77.04	Auto
045814	8/1/2017	SINDELK	KAREN SINDEL	550.00	Auto
045815	8/1/2017	SONITRO	SONITROL	102.05	Auto
045816	8/1/2017	TAMMYBO	TAMMY BOHANNON	550.00	Auto
045817	8/1/2017	THOMASC	THOMAS A. CAMPANELLA	650.00	Auto
045818	8/1/2017	WATSON	JEROME E WATSON	550.00	Auto
045819	8/2/2017	PBCHAMB	PENSACOLA BEACH CHAMBER OF COM	21,316.00	Auto
045820	8/2/2017	RONALDM	RONALD A. MILLER	450.00	Auto
045821	8/2/2017	TALLM K	KEITH TALLMAN	425.00	Auto
045822	8/4/2017	CARDSER	CARD SERVICES	4,582.39	Auto
045823	8/4/2017	CATCOUN	ADX COMMUNICATIONS LLC	1,400.00	Auto
045824	8/4/2017	CPCTECH	CPC OFFICE TECHNOLOGIES	107.10	Auto
045825	8/4/2017	CURRING	CURRIN GRAPHICS DESIGN INC	2,500.55	Auto
045826	8/4/2017	ECAT	ESCAMBIA COUNTY TRANSIT SYSTEM	82,841.15	Auto
045827	8/4/2017	STAPLES	STAPLES ADVANTAGE	180.94	Auto
045828	8/4/2017	VISIONC	HUMANA INSURANCE CO	58.71	Auto
045829	8/8/2017	ALVAREZ	ERIC CHRISTIAN ALVAREZ	229.50	Auto
045830	8/8/2017	BARRAGA	ROBERTO BARRAGAN JR	216.00	Auto
045831	8/8/2017	BEARDJO	JOHN BEARD	432.00	Auto
045832	8/8/2017	BROWND	DAVID WAYNE BROWN	540.00	Auto
045833	8/8/2017	BROWNII	STEPHEN T BROWN II	216.00	Auto
045834	8/8/2017	BURKHAR	MERLE DOUGLAS BURKHART	216.00	Auto
045835	8/8/2017	CARPEN	NICHOLAS ALEXANDER CARPENTER	243.00	Auto
045836	8/8/2017	CASSIDS	STEPHANIE KATHLEEN CASSIDY	229.50	Auto
045837	8/8/2017	CEPHASU	CURTIS CEPHAS	216.00	Auto
045838	8/8/2017	CHAMLIS	STEFAN RAY CHAMLIS	108.00	Auto
045839	8/8/2017	CRIPEDA	DAVID CRIFE	432.00	Auto
045840	8/8/2017	FORTEFR	FRANK M FORTE	769.50	Auto
045841	8/8/2017	FRAZIER	PATRICK V. FRAZIER, JR	216.00	Auto
045842	8/8/2017	GEISLER	BRANDON BLANE GEISLER	162.00	Auto
045843	8/8/2017	GRAVEST	TIMOTHY GRAVES	648.00	Auto
045844	8/8/2017	HOUSAMM	MATTHEW THOMAS HOUSAM	445.50	Auto
045845	8/8/2017	HOUSAMS	STEPHEN GREGORY HOUSAM	445.50	Auto
045846	8/8/2017	KESSING	BRANDT J KESSINGER	796.50	Auto
045847	8/8/2017	KNOTTSC	CHRISTOPHER WAYNE KNOTTS	1,053.00	Auto
045848	8/8/2017	MCGUIR	HOWARD P MCGUIRE	324.00	Auto
045849	8/8/2017	MCMULL	GRANT CHARLES MCMULLEN	216.00	Auto
045850	8/8/2017	MINOR	BRANDON JOEL MINOR	216.00	Auto
045851	8/8/2017	RIVKINS	SCOTT JAMES RIVKIN	162.00	Auto
045852	8/8/2017	ROBERTP	PATRICK M. ROBERTS	702.00	Auto
045853	8/8/2017	SHAWDUS	DUSTIN SHAW	432.00	Auto
045854	8/8/2017	STEVENS	MITCHELL MCCOY STEVENS JR	216.00	Auto

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Activity From: 8/1/2017 to 8/31/2017

SANTA ROSA ISLAND AUTHORITY (SRI)

Bank Code: A COASTAL BANK & TRUST

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
045855	8/8/2017	STIMMEL	KEVIN P. STIMMELL	216.00	Auto
045856	8/8/2017	VOGHTDA	DARIN F VOGHT JR	648.00	Auto
045857	8/8/2017	BUTLERM	CHARLES MARK BUTLER	125.00	Auto
045858	8/8/2017	WEIERSB	BLAINE THOMAS WEIERS	125.00	Auto
045859	8/9/2017	COLONL	COLONIAL LIFE & ACCIDENT INS	25.20	Auto
045860	8/9/2017	COXCOMM	COX COMMUNICATIONS	224.00	Auto
045861	8/9/2017	ESCCO	ESCAMBIA COUNTY-FLEX BENEFITS	242.17	Auto
045862	8/9/2017	ETPS	ELECTRONIC TAX PAYMENT SYSTEM	6,280.18	Auto
045863	8/9/2017	FLDOR	FLORIDA DEPARTMENT OF REVENUE	31,238.32	Auto
045864	8/9/2017	GBAREAC	GULF BREEZE AREA CHAMBER/COMM	200.00	Auto
045865	8/9/2017	HSABANK	H S A BANK	420.00	Auto
045866	8/9/2017	IVANOFF	JEFFREY D. IVANOFF	450.00	Auto
045867	8/9/2017	LANDRUM	LANDRUM STAFFING	40.00	Auto
045868	8/9/2017	LEGALSH	LEGALSHIELD	9.95	Auto
045869	8/9/2017	MEDIACO	MEDIACOM	250.41	Auto
045870	8/9/2017	NACO	NATIONWIDE RETIREMENT SOLUTION	400.00	Auto
045871	8/9/2017	TALLM K	KEITH TALLMAN	425.00	Auto
045872	8/9/2017	WARREN	WARREN AVERETT TECH GROUP	187.50	Auto
045873	8/15/2017	CPCTECH	CPC OFFICE TECHNOLOGIES	1,356.99	Auto
045874	8/15/2017	EWBULLO	E W BULLOCK ASSOCIATES INC	22,974.65	Auto
045875	8/15/2017	GULFMAR	GULF MARINE CONSTRUCTION INC	550.00	Auto
045876	8/15/2017	KMSBUSI	KMS COMMUNICATIONS	232.40	Auto
045877	8/15/2017	OFFICED	OFFICE DEPOT CREDIT PLAN	218.00	Auto
045877	8/15/2017	OFFICED	OFFICE DEPOT CREDIT PLAN	218.00	Reversal
045878	8/15/2017	SONITRO	SONITROL	59.00	Auto
045879	8/15/2017	VERIZON	VERIZON	341.57	Auto
045880	8/16/2017	EXXONMO	EXXON-MOBIL	46.16	Auto
045881	8/16/2017	FLDEPTE	FLORIDA DEPT ENVIRONMENTAL	830.00	Auto
045882	8/16/2017	LUTZ DA	DAVID LUTZ	450.00	Auto
045883	8/16/2017	MEDIACO	MEDIACOM	690.67	Auto
045884	8/16/2017	OFFICED	OFFICE DEPOT CREDIT PLAN	282.28	Auto
045885	8/16/2017	TALLM K	KEITH TALLMAN	425.00	Auto
045886	8/22/2017	BRIGHTE	EMILEE LAUREN BRIGHT	864.00	Auto
045887	8/22/2017	BURKHAR	MERLE DOUGLAS BURKHART	216.00	Auto
045888	8/22/2017	CEPHASU	CURTIS CEPHAS	216.00	Auto
045889	8/22/2017	CHAMLIS	STEFAN RAY CHAMLIS	216.00	Auto
045890	8/22/2017	CRIPEDA	DAVID CRIFE	432.00	Auto
045891	8/22/2017	FAWCETT	DRAKE THOMAS FAWCETT	243.00	Auto
045892	8/22/2017	FORTEFR	FRANK M FORTE	1,012.50	Auto
045893	8/22/2017	FRAZIER	PATRICK V. FRAZIER, JR	405.00	Auto
045894	8/22/2017	GUARTIN	BRIAN P GUARINO	216.00	Auto
045895	8/22/2017	HOUSAMS	STEPHEN GREGORY HOUSAM	648.00	Auto
045896	8/22/2017	IVINSKA	KATRINA ELLEN IVINS	216.00	Auto
045897	8/22/2017	JOHNSNS	SHEDRICK JOHNSON	175.50	Auto
045898	8/22/2017	KILPATR	HARRY KILPATRICK III	216.00	Auto
045899	8/22/2017	KNOTTSC	CHRISTOPHER WAYNE KNOTTS	1,296.00	Auto
045900	8/22/2017	LLOYDGE	GEORGE DANIEL LLOYD	243.00	Auto
045901	8/22/2017	MCCRACK	LUKE MICHAEL MCCRACKEN	216.00	Auto
045902	8/22/2017	MCGUIR	HOWARD P MCGUIRE	216.00	Auto
045903	8/22/2017	POOLHA	HAROLD M. POOL	432.00	Auto
045904	8/22/2017	REAVESJ	JIMMY REAVES	216.00	Auto
045905	8/22/2017	RIVKINS	SCOTT JAMES RIVKIN	432.00	Auto
045906	8/22/2017	ROBERTP	PATRICK M. ROBERTS	648.00	Auto
045907	8/22/2017	SECORBR	BROC ANTHONY SECOR	216.00	Auto

Check History Report
Sorted By Check Number
Activity From: 8/1/2017 to 8/31/2017

SANTA ROSA ISLAND AUTHORITY (SRI)

Bank Code: A COASTAL BANK & TRUST

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
045908	8/22/2017	TUNGOLJ	JUSTINA TUNGOL	648.00	Auto
045909	8/22/2017	TURNERM	MARK ALLEN TURNER	216.00	Auto
045910	8/22/2017	WILLI P	PATRICK A WILLIAMS	216.00	Auto
045911	8/22/2017	WOOD J	JONATHAN EMMOT WOOD	216.00	Auto
045912	8/23/2017	ECUA	E C U A	648.24	Auto
045913	8/23/2017	ESCCO	ESCAMBIA COUNTY-FLEX BENEFITS	242.17	Auto
045914	8/23/2017	ESCINS	ESCAMBIA COUNTY SELF INSURANCE	9,333.94	Auto
045915	8/23/2017	ETPS	ELECTRONIC TAX PAYMENT SYSTEM	6,260.76	Auto
045916	8/23/2017	EXTRASP	EXTRA SPACE STORAGE	926.00	Auto
045917	8/23/2017	HARDING	TYJANNA HARDING	130.00	Auto
045918	8/23/2017	HSABANK	H S A BANK	420.00	Auto
045919	8/23/2017	MADISON	MADISON NATIONAL LIFE INS CO	70.64	Auto
045920	8/23/2017	MEDIACO	MEDIACOM	139.95	Auto
045921	8/23/2017	MICHSTE	MICHAEL J. STEBBINS, P.L.	4,862.75	Auto
045922	8/23/2017	NACO	NATIONWIDE RETIREMENT SOLUTION	400.00	Auto
045923	8/23/2017	PBCHAMB	PENSACOLA BEACH CHAMBER OF COM	28,500.00	Auto
045924	8/23/2017	SANDERJ	JOSHUA SANDERS	450.00	Auto
045925	8/23/2017	SPEEDYS	SPEEDY STAMP & ENGRAVING CO.	15.95	Auto
045926	8/23/2017	TALLM K	KEITH TALLMAN	425.00	Auto
045927	8/23/2017	VISITPE	VISIT PENSACOLA INC	40.00	Auto
045928	8/28/2017	FLRETIR	FLORIDA DIVISION OF RETIREMENT	6,647.72	Auto
045929	8/29/2017	ESCCOFL	ESCAMBIA COUNTY, FLORIDA	24,000.00	Auto
045930	8/29/2017	LEGALSH	LEGALSHIELD	9.95	Auto
Bank A Total:				<u>435,961.97</u>	
Report Total:				<u>435,961.97</u>	

Santa Rosa Island Authority
Status Report on all Capital and Infrastructure Projects
State Funded Projects
As of Aug 31, 2017

	2017 Budget Amount	Expenditures 2017		Remaining YTD Balance
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Capital Outlay

Administration, Leasing

Administration, Leasing	\$ 1,000	\$ -	\$ 1,000
Computer -Admin	\$ 2,000	\$ -	\$ 2,000
Office Equipment	\$ 1,500	\$ -	\$ 1,500
Total Admin., Leasing Capital Outlay	\$ 4,500	\$ -	\$ 4,500

Finance

Accounting Software	\$ 5,000	\$ -	\$ 5,000
Computer Equip	\$ 975	\$ -	\$ 975
Office Equipment	\$ 2,000	\$ -	\$ 2,000
Total Finance Capital Outlay	\$ 7,975	\$ -	\$ 7,975

Environmental & Developmental Services

Office Furniture	\$ 1,800	\$ 589	\$ 411
Camera	\$ -	\$ -	\$ -
Computer Equipment	\$ 2,000	\$ -	\$ 2,000
Total Environmental & Devel. Serv. Capital Outlay	\$ 3,800	\$ 589	\$ 2,411

Human Resources

Office Equip	\$ 500	\$ -	\$ 500
Computer Equipment	\$ 2,000	\$ -	\$ 2,000
Total Human Resources	\$ 2,500	\$ -	\$ 2,000

Promotions & Events

Computer (Promotions)	\$ -	\$ -	\$ -
Office Equipment	\$ -	\$ -	\$ -
Barricades	\$ 37,525	\$ 37,525	\$ -
Total Promotions & Events	\$ 37,525	\$ 37,525	\$ -

Total Capital Outlay	\$ 55,500	\$ 38,114	\$ 16,886
-----------------------------	------------------	------------------	------------------

Infrastructure Projects

Quietwater Beach Nourishment (Permits)	\$ 20,000	\$ 11,050	\$ 8,950
Beach Nourishment Gulf Permits	\$ 50,000	\$ -	\$ 50,000
Water Tower Maintenance	\$ -	\$ -	\$ -
Quietwater Boardwalk Repair	\$ -	\$ -	\$ -
Lafitte Cove Dredging	\$ 65,000	\$ 48,000	\$ 17,000
Quietwater Parking Lot Lights	\$ -	\$ -	\$ -
Office Bathroom	\$ 25,000	\$ -	\$ 25,000
Roadway Resurfacing	\$ -	\$ -	\$ -
Vision & Planning	\$ -	\$ -	\$ -
Total Infrastructure Projects	\$ 160,000	\$ 59,050	\$ 100,950
Total Capital & Infrastructure	\$ 215,500	\$ 97,164	\$ 117,836

Grant, Bond & Miscellaneous Funded Projects

Bp Eco Tourism grant	\$ -	\$ -	\$ -
Beach Restoration (Projected)	\$ 16,000,000	\$ 15,532,359	\$ 467,641
Total Grant & Bond Funded Projects	\$ 16,000,000	\$ 15,532,359	\$ 467,641

Summary:

Total Capital & Infrastructure	\$ 215,500	\$ 97,164	\$ 117,836
Total Grant & Bond Funded Projects	\$ 16,000,000	\$ 15,532,359	\$ 467,641
Grand Totals	\$ 16,215,500	\$ 15,629,523	\$ 585,477

Administrative Committee
October 25, 2017
Item C-2

Discussion/approval of restating the current mission statement. (Staff report by Robbie Schrock)

Background:

Our current mission statement was adopted in September of 2012 and states:

To promote tourism, manage growth and provide entertainment in a safe, clean, ecofriendly environment.

Proposed statement:

To preserve our natural environment, manage growth and promote eco-friendly tourism and safe entertainment.

Staff feels the new statement better reflects the course of the current SRIA.

Recommendation:

Staff recommends adoption of the new mission statement:

To preserve our natural environment, manage growth and promote eco-friendly tourism and safe entertainment.

Jamee thompson

From: Robbie Schrock
Sent: Tuesday, October 17, 2017 8:50 AM
To: Jamee thompson; Paolo Ghio
Subject: RE: Mission Statement

To preserve our natural environment, manage growth and promote eco-friendly tourism and safe entertainment.

Above is the proposed new and updated mission statement.

*Mrs. Robbie Schrock
Santa Rosa Island Authority
Director of Administration
P.O. Box 1208
Pensacola Beach, FL 32562-1208
Phone 850-932-2257 Cell 850-485-7589
Fax 850-932-1866*

Mission: To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment.

From: Jamee thompson
Sent: Monday, October 16, 2017 12:42 PM
To: Paolo Ghio <paolo_ghio@sria-fla.com>; Robbie Schrock <robbie_schrock@sria-fla.com>
Cc: Dottie Ford <dottie_ford@sria-fla.com>; Melody Bolster <melody_bolster@sria-fla.com>
Subject: Mission Statement

Are we having it on the Oct. Committee agenda? I need backup, if so.

Ms. Jamee Thompson
Santa Rosa Island Authority
Assistant Manager Administration & Leasing
(850) 932-2257
(850) 932-1866 fax

SRIA Mission: To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment.

Jamee thompson

From: Robbie Schrock
Sent: Tuesday, August 15, 2017 9:48 AM
To: Jamee thompson; Paolo Ghio
Subject: place holder

Jamee,

Please put a placeholder in September's committee for restating the current mission statement. Backup will be sent to you when we have it completed.

Thank you,

*Mrs. Robbie Schrock
Santa Rosa Island Authority
Director of Administration
P.O. Box 1208
Pensacola Beach, FL 32562-1208
Phone 850-932-2257 Cell 850-485-7589
Fax 850-932-1866*

Mission: To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment.

Administrative Committee
October 25, 2017
Item C-3

Approval of the revision of the current Mobile Vendor Policy, the RFP for a Single Food Service Provider Vendor, and the proposed license agreement for the Single Food Service provider. (Staff report by Mike Stebbins)

Background:

The current Mobile Vendor policy was adopted in 2008. The Board decided to go out for an RFP for food service in the Park East and Park West lots at the end of the current agreement with Beach Buns and Dawgs, LLC, (December 2017) and the policy needs to be updated to reflect some changes. Also included are a proposed RFP for a Single Food Service Provider Vendor and the license agreement for the Single Food Service provider. The RFP will be advertised November 11, 12, 18, & 19, 2017, in the Pensacola News Journal. RFP bid packages will be due to the SRIA by December 5, 2017 by 5:00 P.M. The Selection Review Committee will meet on December 6, 2017 at 9:00 A.M. and bring their recommendation to the SRIA Board for a vote on December 13, 2017 at the Regular Board Meeting.

Recommendation:

Staff recommends approval of the proposed Mobile Vending Board Policy, the RFP for a Single Food Service Provider Vendor, and the proposed license agreement for the Single Food Service provider.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: SINGLE FOOD SERVICE PROVIDER AT PARK EAST AND PARK WEST
ADOPTED: 3-12-08
REVISED: 11-08-2017
DEPT: ADMINISTRATION & LEASING

A. PURPOSE:

To provide guidelines for the licensing and regulation of a single food service provider in the parking lots of Park East and Park West on Santa Rosa Island for the purpose of permitting the sale of food and nonalcoholic beverages to the general public, which serves a public need and is not in itself a nuisance or detriment, without unreasonably interfering with the flow, recreation, enjoyment and privacy of pedestrians and vehicles otherwise in those parking lots.

B. SCOPE:

This policy shall apply to a single food service provider under the jurisdiction of the Santa Rosa Island Authority.

C. DEFINITIONS:

1. *Designated Parking Lots* – Park East and Park West parking lots.
2. *Single food service provider*– A person or entity responsible for providing food and non-alcoholic beverages to the general public from mobile trailers at Designated Parking Lots through an employee.
3. *Single food service provider license* – A license granted by the Santa Rosa Island Authority to a Single food service provider for Designated Parking Lots.

D. GENERAL POLICIES:

1. A Single food service provider license shall be granted pursuant to this policy for the non-exclusive use of designated sites in Designated Parking Lots.
2. Applicants for the Single food service provider license must complete and submit a proposal for the Single food service provider license pursuant to Request for Proposals issued by the Santa Rosa Island Authority (“RFP”), which will be considered by the Santa Rosa Island Authority in determining the issuance of a Single food service provider license. The Single food service provider license will be granted by the Santa Rosa Island Authority

based upon the proposal to the RFP and such other terms and conditions, if any, negotiated by the Santa Rosa Island Authority.

3. The Single food service provider granted a Single food service provider license ("Licensee") shall be limited to the use of sites designated by the Santa Rosa Island Authority at the Designated Parking Lots ("Sites") with dimensions of 15 ft. in width by 25 ft. in length. The Sites shall be located in designated parking spaces and may use only the maximum number of parking spaces necessary to reasonably accommodate the above dimensions without interfering with the use of surrounding parking spaces. Additionally, the Sites shall be appropriately located so as not to impede the flow of vehicular traffic in, through or out of the Designated Parking Lots and so as not to create an unsafe visual obstruction for vehicles and/or pedestrians.
4. The mobile trailer utilized by the Licensee for food service operations may not exceed 10,500 lbs. per Section 94-98 of the Escambia County Code of Ordinances.
5. Sites shall not be located in any handicap parking spaces and shall not interfere with the use of such designated handicap parking spaces, including but not limited to access lanes for the handicap parking spaces.
6. Sites shall not be located in any fire or emergency lane and shall not interfere with the use of such fire or emergency lanes.
7. Sites shall not be located in "no parking" zones and shall not interfere with the "no parking" zones.
8. The Single food service provider license may be suspended by the Santa Rosa Island Authority through its Executive Director during Special Events, including but not limited to Blue Angels Weekend.
9. This Single food service provider license may be suspended if the food service operations of the Licensee pose a risk to public health or safety as determined by the Executive Director of the Santa Rosa Island Authority. The suspension shall be lifted immediately after the Executive Director determines the food operations of the Licensee no longer poses a risk to public health or safety.
10. Failure to comply with the terms of this policy will result in immediate revocation of the Single food service provider license. A written notice of revocation will be delivered to the Licensee. All the Licensee's items and equipment, including but not limited to the mobile trailer shall be removed

from the Sites within forty-eight (48) hours of the Licensee's receipt of the notice of revocation.

11. The Single food service provider license granted pursuant to this policy will be for a term of one year from January 1 through December 31 of the year after selected by the Santa Rosa Island Authority for the Single food service provider license unless terminated by thirty days advance written notice by either party. The Licensee may request in writing to the Santa Rosa Island Authority Board a renewal of the Single food service provider license for additional terms of one year. The single food service provider license may be revoked upon violation of any Santa Rosa Island Authority rule or regulation or other applicable federal, state or local laws, regulations or ordinances, including but not limited to this policy. This Single food provider service license may not be assigned, or otherwise transferred, without the written consent of the Santa Rosa Island Authority.
12. The Licensee must maintain the Sites in a clean and safe condition at all times.
13. In the event of a storm or other impending disaster, all the Licensee's items and equipment, including but not limited to the mobile trailer, must be removed from Santa Rosa Island within twelve (12) hours written notification from the Santa Rosa Island Authority.
14. All storage facilities for the Licensee's items and equipment, including but not limited to the mobile trailer, must be approved by the Santa Rosa Island Authority's Development Services Department and if required, the Florida Department of Environmental Protection.
15. All the Licensee's items and equipment, including but not limited to the mobile trailer, must be removed from the Sites at the expiration or termination of the Single food service provider license.
16. Sale of alcoholic beverages at the Sites and/or by the Licensee is prohibited.
17. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Section 102-65 of the Escambia County Code of Ordinances. The method of storage and transportation of all drink items must be approved by the Santa Rosa Island Authority prior to use.
18. The Licensee must provide a certificate of insurance complying with the Santa Rosa Island Authority policy regarding insurance of license holders. All personal property of the Licensee, including but not limited to the mobile trailer, which may be on the Sites during the term of the Single food service provider license shall be there at the sole risk of the Licensee, or those

claiming under the Licensee, and the Santa Rosa Island Authority shall not be liable to the Licensee, or any other persons, for property in or upon the Sites. Furthermore, the Santa Rosa Island Authority shall not be liable to the Licensee or to the Licensee's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by any act of negligence of the Licensee or the Licensee's employees, patrons, licensees, permittees, or visitors, occurring on the Sites, or relating to the Licensee's operations on the Sites. The Licensee accepts the Sites as wholly suitable for the purpose for which the Sites are licensed and agrees to hold the Santa Rosa Island Authority harmless from any claims based on the condition or suitability of the Sites. The Licensee further agrees to defend, indemnify and save harmless the Santa Rosa Island Authority from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury occurring on the Sites, or relating to the Licensee's operations on the Sites, unless the claim is for injuries or damages caused solely by the gross negligence or willful misconduct of the Santa Rosa Island Authority.

19. Use of the Sites shall be in accordance with terms and conditions outlined in the Single food service provider license agreement.

Failure to provide food and nonalcoholic beverages to the general public at the Sites in accordance with the use provision of the Single food service provider license agreement shall be a basis for the Santa Rosa Island Authority to revoke the License.

20. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the Santa Rosa Island Authority.

REQUEST FOR PROPOSALS

Single Food Service Provider Vendors

The Santa Rosa Island Authority is accepting proposals from Single Food Service Provider Vendors to provide the sale of food and beverages to the general public at Fort Pickens Gate Park and Park East on Santa Rosa Island for the period beginning January 1, 2018 and ending December 31, 2018. Interested parties may acquire a copy of the Request for Proposal ("RFP") by contacting Mr. Paolo Ghio at 850 932-2257.

RFP Timetable

1. Date of Advertisement for RFP – November 11,12, 18, & 19, 2017 ;
2. Date of Written Question Deadline due by 5:00 P.M. (CDT) Monday, November 27, 2017;
3. Date of Responses to RFP due by 5:00 P.M. (CDT) Tuesday, December 5, 2017;
4. Opening of Responses to RFP 9:00 A.M. (CDT) Wednesday, December 6, 2017 ;
5. Date of Selection Meeting – 5:00 P.M. (CDT) Wednesday, December 13, 2017

Questions and Additional Information

Questions regarding this RFP process and questions relative to the scope of services shall be addressed to Mr. Paolo Ghio in writing and be received no later than 5:00 P.M. (CDT) on Monday, November 27, 2017. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by Mr. Paolo Ghio. Oral answers will not be authoritative.

Sealed Bids

To be considered, ten (10) copies of a bid should be submitted in a sealed package clearly identified as "**SEALED BID – SINGLE FOOD SERVICE PROVIDER VENDORS**" and mailed to:

Mr. Paolo Ghio
P.O. Bqx 1208
Pensacola Beach, FL 32562

Bids shall clearly indicate the legal name, address, telephone number and e-mail address of the bidder (company, firm, and partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

All expenses for making bids to the Santa Rosa Island Authority are to be borne by the bidder.

All proposals are subject to all conditions contained within this RFP.

By submission of the proposal, the bidder certifies that the proposal submitted is current, accurate and complete.

It shall be the responsibility of the awarded vendor to obtain, at no additional cost to the SRIA, any and all necessary licenses and permits.

Legal Requirements

All Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall apply, including but not limited to the Santa Rosa Island Authority Special Act, Laws of Florida, Section 72-655 as amended.

This RFP and the resulting license will be made and ended in Escambia County, Florida and shall be governed by the laws of the State of Florida. The form of the license is attached to the RFP.

Services to Be Performed

Your proposal is expected to cover the sale of food and beverages to the general public in the parking lots of Fort Pickens Gate Park and Park East on Santa Rosa Island without creating a nuisance or detriment and without unreasonably interfering with the flow, recreation, enjoyment and privacy of pedestrians and vehicles otherwise in those parking lots. Operation of Mobile Vendor Services is governed by the attached Mobile Vendor Service Policy.

Minimum Qualifications

The bidder must be properly licensed and registered to conduct business in Escambia County, Florida. The selected bidder shall be required to maintain these minimum qualifications during the entire term of the license, including extensions.

The bidder must have adequate organization, facilities, equipment, resources, and personnel as determined by the Santa Rosa Authority to ensure prompt and efficient mobile vendor services at all times. The Santa Rosa Island Authority reserves the right to inspect the facilities, organization, and financial condition or to take any other action necessary to determine the ability of the bidder to perform in accordance with these qualifications prior to recommending any award.

Proposal Format and Content

The Santa Rosa Island Authority discourages overly lengthy and costly proposals, however, in order for the Santa Rosa Island Authority to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Santa Rosa Island Authority should contact regarding the proposal.

Proposals shall confirm that the bidder will comply with all of the provisions in this RFP. Proposals shall be signed by a company officer empowered to bind the company. A bidder's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

UNDERSTANDING OF THE PROJECT

Bidders shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the mobile vendor service and a table of contents, which outlines in sequential order the major areas of the proposal. All pages of the proposal including the enclosures must be clearly and consecutively numbered to correspond to the table of contents.

METHODOLOGY USED FOR THE CONCESSION

Bidders shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the objective of the concession.

MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management and operation plan they intend to follow and illustrates how their plan will serve to accomplish the objective of the concession.

EXPERIENCE AND QUALIFICATIONS

The proposing firm shall have provide detailed information about all other concessions operated and managed successfully by the proposing firm including but not limited to the names and locations of the concessions and the number of years the concessions have/were operated.

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

ADDITIONAL CRITERIA FOR SELECTION

1. Detail your bidder's experience in providing mobile food and beverages vending services to the general public. The bidder must have been established as a legal entity in the State of Florida, must be licensed to do business in Escambia County, and must be licenses by an appropriate state agency, if applicable.
2. Provide a detailed description of your Single Food Service Provider equipment, including but not limited to the vehicle used and the appliances utilized for the preparation and dispensing of food and beverages.
3. Provide a menu and price listing of the food and beverages to be sold.
4. Provide a schedule of the months, days of the months and times for each day of the month that the bidder will be be providing mobile vendor services at Fort Pickens Gate Park and Park East on Santa Rosa Island.

5. Describe the proposed location for Single Food Service Provider vending at Fort Pickens Gate Park and Park East on Santa Rosa Island, the dimensions of the proposed licensed area for both parking lots and a description of the amenities to be provided in the licensed area, including but not limited to outdoor furniture to be used and a diagram showing the configuration of the outdoor furniture, the vehicle and the appliances to be used.
6. Describe in detail the plan for disposal of all waste generated by the bidder and the bidder's customers, including but not limited to food preparation waste and customer generated waste.
7. The amount and frequency of proposed license fees that the bidder will pay to the Santa Rosa Island Authority.
8. Include up to 3 references that the Santa Rosa Island Authority may contact.
9. The firm should clearly indicate its available governmental expertise at the local office level.

Evaluation of Proposals

In evaluating proposals, the Santa Rosa Island Authority will consider all information that it deems relevant for awarding a contract including, without limiting the generality of the foregoing, price, ability to perform, experience and past performance. With regards to any bids or proposals submitted in response hereto, to the extent permitted by law the Santa Rosa Island Authority reserves the right to waive any errors, omissions, irregularities, and deviations if the SANTA ROSA ISLAND AUTHORITY determines that such action is in the best interest of the Santa Rosa Island Authority and/or public health, safety and/or welfare. Furthermore, to the extent permitted by law the Santa Rosa Island Authority may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all bids or proposals, to modify (with the approval of the bidding or proposing party) any bid or proposal, to negotiate with any bidding or proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project.

This Request for Proposal is utilized merely as a vehicle to facilitate the evaluation of a prospective bidders and proposals. Except as required by law this Request for Proposal shall not in any manner grant and shall not be construed in any manner grant rights, benefits or expectations of any manner whatsoever to any person interested in submitting, contemplating submitting, or who in fact does submit a bid or proposal in response hereto. The final terms and conditions of any project contemplated herein may be negotiated between Santa Rosa Island Authority and any responsive bidder and, except as required by law, the Santa Rosa Island Authority shall not be required to accept any particular bid or proposal or negotiate with any particular responsive bidder notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive bid or proposal. The Santa Rosa Island Authority reserves the right to negotiate a proposal in the best interest of the Santa Rosa Island Authority which may include adding or deleting terms and conditions from those specified herein and/or from those bid upon by a responsive bidder or contained in a responsive bidder's bid or proposal.

License Fees

Award may be made without further negotiation based upon competitive proposals; therefore bidders best license fees to be paid to the Santa Rosa Island Authority should be submitted in response to this RFP. The Santa Rosa Island Authority reserves the right to negotiate final license fees with the most responsible and most responsive bidder, as determined by the Selection Review Committee after proposals are opened. When the license fees to be paid to the Authority will be considered in evaluating the proposals, selection will not be made solely on the basis of the highest license fees to be paid to the Authority. The quality of the service to be provided and other criteria identified herein will be considered in conjunction with license fees to be paid to the Authority.

By submission of this proposal, bidder certifies, or in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

- A, The license fees to be paid to the Santa Rosa Island Authority in the proposal had been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such contract fees with any other bidder or with any competitor;
- B. Unless otherwise required by law, the license fees to be paid to the Santa Rosa Island Authority which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any bidder or to any competitor; and,
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Public Entity Crimes

Pursuant to Florida Statutes Section 287.133(2)(a), bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Insurance Requirements

1. Workers' compensation to meet statutory limits in the State of Florida.
2. Commercial General Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This is to include premises/operations, products/completed operations, contractual liability and independent contractor's coverage.
3. Business Auto Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.

SANTA ROSA ISLAND AUTHORITY is to be an additional insured on the commercial general liability and business liability policies. SANTA ROSA ISLAND AUTHORITY will be given thirty (30) days' notice prior to cancellation or modification of any insurance. Such notification shall be in writing by registered mail, return receipt requested and addressed to the Director of Finance. It is the responsibility of the contractor to insure that all subcontractors comply with all requirements.

Include a copy of your certificate of insurance with your proposal.

Indemnity

Bidder shall be required to save, defend, indemnify and hold harmless the SANTA ROSA ISLAND AUTHORITY, the individual Board members, agent, employees, counsel and staff of and from any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee and penalty, or other charge including but not limited to any court filing fee, court costs, arbitration fee for cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification, including, without limitation, in each case, attorneys' fees, other professionals' fees and disbursements, arising out of or relating to the performance of the contract.

Proprietary/Confidential Information

Bidders are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, "Public Records Law" and the "Government and Sunshine Law" respectively.

Equal Employment Opportunity

In connection with carrying out any project, the selected bidder shall not ever have engaged in, and as the contractor shall not during the term of the contract engage in, any discrimination against any employee or applicant for employment because of race, color, religion, national origin, age, or physical handicap.

Drug-Free Workplace Certification

By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2017, in accordance with section 287.087 Florida Statutes, certifies that [business] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.
7. **Check one:**
_____ As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

PUBLIC ENTITY CRIME FORM

REQUEST FOR QUALIFICATIONS

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted _____
whose business address is:

and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____

3. My name is _____ and my relationship to the
entity named above is _____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Company)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2017, and is personally known to me, or has provided _____ (driver's license/military id) as identification.

Notary Public

My Commission expires: _____

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MOBILE VENDOR SINGLE FOOD SERVICE PROVIDER AT PARK EAST AND PARK WEST
ADOPTED: 3-12-08
REVISED: 11-08-2017
DEPT: ADMINISTRATION & LEASING

A. PURPOSE:

To provide guidelines for the licensing and regulation of a mobile vendor single food service provider in the parking lots of Fort Pickens Gate Park East and Park East West on Santa Rosa Island for the purpose of permitting the sale of food and nonalcoholic beverages to the general public, which serves a public need and is not in itself a nuisance or detriment, without unreasonably interfering with the flow, recreation, enjoyment and privacy of pedestrians and vehicles otherwise in those parking lots.

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B. SCOPE:

This policy shall apply to the Mobile Vendor Service single food service provider under the jurisdiction of the Santa Rosa Island Authority.

C. DEFINITIONS:

1. Designated Parking Lots – Fort Pickens Gate Park East and Park East West parking lots.
2. Mobile Vendor Service Single food service provider– A person or entity, firm or corporation responsible for providing food and non-alcoholic beverages to the general public from mobile trailers at Designated Designated Parking Lots either personally or directly through an agent or employee.
3. Mobile Vendor Service License Single food service provider license – A license granted by the Santa Rosa Island Authority to a Mobile Vendor Service single food service provider for Designated Parking Lot sites in the Designated Parking Lots at Park East and Park West.
- 4.3. Sites – Established locations of a Mobile Vendor Service single food service provider within the Designated Parking Lots Park East and Park West as described in this policy.

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D. GENERAL POLICIES:

1. One Mobile Vendor A Single Food Service Provider License shall be granted pursuant to this policy for the non-exclusive use of designated sites in Designated Parking Lots the Sites.

2. Applicants for the ~~Mobile Vendor~~Single Food Service Provider License must complete and submit a proposal for a ~~Mobile Vendor Service License~~the Single food service provider license pursuant to Request for Proposals issued by the Santa Rosa Island Authority ("RFP"), which will be considered by the Santa Rosa Island Authority in determining the issuance of ~~the Mobile Vendor Services~~Single Food Service Provider License. The ~~Mobile Vendor~~Single Food Service Provider License will be granted ~~to a Mobile Vendor Service~~ by the Santa Rosa Island Authority based upon the proposal ~~to the RFP~~ and such other terms and conditions, if any, negotiated by the Santa Rosa Island Authority.
3. The ~~Mobile Vendor~~Single Food Service Provider granted a ~~Mobile Vendor~~Single Food Service Provider License ("Licensee") shall be limited to the use of the ~~Sites in the Designated Parking Lot~~sites designated by the Santa Rosa Island Authority at the Designated Parking Lots ("Sites") at Park East and Park West, with dimensions of 15 ft. in width by 25 ft. in length. The Sites shall be located in designated parking spaces and may use only the maximum number of parking spaces necessary to reasonably accommodate the above dimensions without interfering with the use of surrounding parking spaces. Additionally, the Sites shall be appropriately located so as not to impede the flow of vehicular traffic in, through or out of the ~~Designated Parking Lot~~the Designated Parking Lots~~Park East and Park West~~ and so as not to create an unsafe visual obstruction for vehicles and/or pedestrians.
4. The ~~mobile trailer~~ utilized by the Licensee for ~~food service~~the operations of the Mobile Vendor~~Single Food Service Provider~~ may not exceed 10,500 lbs. per Section 94-98 of the Escambia County Code of Ordinances.
5. Sites shall not be located in any handicap parking spaces and shall not interfere with the use of such designated handicap parking spaces, including but not limited to access lanes for the handicap parking spaces.
6. Sites shall not be located in any ~~fire~~fire or emergency lane and shall not interfere with the use of such fire or emergency lanes.
7. Sites shall not be located in "no parking" zones and shall not interfere with the "no parking" zones.
8. ~~The Single food service provider license~~ Licensee may be suspended by the Santa Rosa Island Authority through its Executive Director during Special Events, including but not limited to Blue Angels Weekend.
9. ~~This Single food service provider license~~ may be suspended if the food service operations of the Licensee pose a risk to public health or safety as

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determined by the Executive Director of the Santa Rosa Island Authority. The suspension shall be lifted immediately after the Executive Director determines the food operations of the Licensee no longer poses a risk to public health or safety.

~~as deemed necessary by the Santa Rosa Island Authority.~~

~~Failure to comply with the terms of this policy will result in immediate revocation of the Mobile Vendor Single Food Service Provider License. A written notice of revocation will be delivered to the Licensee. All the Licensee's items and equipment, including but not limited to the mobile trailer shall must be removed from the Sites within forty-eight (48) hours of the Licensee's receipt of the notice of revocation.~~

~~10.~~

~~9.11. Any Mobile Vendor The Single Food Service Provider License granted pursuant to this policy will be for a term of one year, but will be automatically renewed annually at from January 1 through December 31 of the year after selected by the Santa Rosa Island Authority for the date of issuance of the Mobile Vendor Single Food Service Provider License unless terminated by thirty days advance written notice by either party. The Mobile Vendor The Licensee may request in writing to the Santa Rosa Island Authority Board a renewal of the Single food service provider license for an additional terms of one year to be determined by the Santa Rosa Island Authority. The sSingle fFood sService pProvider License may be revoked upon violation of any Santa Rosa Island Authority rule or regulation or other applicable federal, state or local laws, regulations or ordinances, including but not limited to this policy. policies and procedures relating to the issuance of the Mobile Services Vendor Single Food Service Provider License. This Mobile Vendor Single fFood pProvider sService License may not be assigned, or otherwise transferred, without the written consent of the Santa Rosa Island Authority.~~

~~10.12. The Licensee must maintain the Sites in a clean and safe condition at all times.~~

~~11.13. In the event of a storm or other impending disaster, all the Licensee's items and equipment, including but not limited to the mobile trailer, must be removed from Santa Rosa the Island within twelve (12) hours written notification from by the Santa Rosa Island Authority. The Licensee, in his/her and at all reasonable times thereafter, must demonstrate, to the reasonable satisfaction of the Santa Rosa Island Authority that the Licensee is capable of removing and storing all the Licensee's items and equipment, including, but not limited to the trailer, within the time frame established by this policy.~~

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- 12-14. All storage facilities for the Licensee's items and equipment, including but not limited to the mobile trailer, must be approved by the Santa Rosa Island Authority's Development Services Department and if required, the Florida Department of Environmental Protection.
- 13-15. All the Licensee's items and equipment, including but not limited to the mobile trailer, must be removed from the Sites at the expiration or termination of the Mobile Services Vendor Single Food Service Provider License.
- 14-16. Sale of alcoholic beverages at the Sites and/or by the Licensee is prohibited.
- 15-17. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Section 102-65 of the Escambia County Code of Ordinances. The method of storage and transportation of all drink items must be approved by the Santa Rosa Island Authority prior to use.
- 16-18. The Licensee must provide a certificate of insurance complying with the Santa Rosa Island Authority policy regarding insurance of license holders. All personal property of the Licensee, including but not limited to the mobile trailer, which may be on the Sites during the term of the Mobile Vendor Single Food Service Provider License shall be there at the sole risk of the Licensee, or those claiming under the Licensee, and the Santa Rosa Island Authority shall not be liable to the Licensee, or any other persons, for property in or upon the Sites. Furthermore, the Santa Rosa Island Authority shall not be liable to the Licensee or to the Licensee's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by any act of negligence of the Licensee or the Licensee's employees, patrons, licensees, permittees, or visitors, occurring on the Sites, or relating to the Licensee's operations on the Sites. The Licensee accepts the Sites as wholly suitable for the purpose for which the Sites are licensed and agrees to hold the Santa Rosa Island Authority harmless from any claims based on the condition or suitability of the Sites. The Licensee further agrees to defend, indemnify and save harmless the Santa Rosa Island Authority from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury occurring on the Sites, or relating to the Licensee's operations on the Sites, unless the claim is for injuries or damages caused solely by the gross negligence or willful misconduct of the Santa Rosa Island Authority.
- 17-19. Use of the Sites shall be in accordance with the following schedule terms and conditions outlined in the Single Food Service Provider License Agreement.

~~[STAFF NEEDS TO FILL IN THIS INFORMATION RELATING TO SEASONS, MONTHS, DAYS, HOURS, ETC. OF OPERATION]~~

~~Failure to provide food and nonalcoholic beverages to the general public at the Sites either personally or directly through an agent or employee of the Licensee in accordance with the above use provisionschedule ofoutlined in the Single fFood sService pProvider lLicense aAgreement shall be a basis for the Santa Rosa Island Authority to revoke Mobile Vendor Service the License.~~

~~18.20. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the Santa Rosa Island Authority.~~

LICENSE AGREEMENT

This License Agreement (“License”) is entered into between the Santa Rosa Island Authority (“Licensor”) and _____ (“Licensee”). The Licensor and the Licensee or Licensees may hereafter be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, the Licensee is the successful bidder for Single food service provider license awarded by the Licensor on _____; and,

WHEREAS, the Licensee agrees to assume all risks associated with the Licensor granting this License; and,

WHEREAS, the Licensee is willing to release, indemnify, defend and hold-harmless the Licensor from any and all claims or causes of action, which may arise as a result of the Licensor granting this License; and,

NOW, THEREFORE, in exchange for the Licensor granting this License to the Licensee and other good and valuable consideration, the Licensee and Licensor agree to the following terms and conditions:

1. Location: The Licensor hereby grants to the Licensees a non-exclusive license for the locations described and depicted in attached Exhibit A.

2. Use: The Licensee shall provide Mobile Vendor Service at the locations indicated in Section 1 herein as provided in the Licensor’s Mobile Vendor Service Policy as amended, which is incorporated herein by reference. Additionally, operations of the Licensee under this License shall occur follows:

[Describe here the dates, days, and times when services are to be provided at the Park East and the Park West locations]

Licensee shall not permit sales or services by other persons, businesses or entities: (a) not under the employ of the Licensee, including but not limited to independent contractors or subcontractors; and, (b) not with scope of this Section 2 use provision.

3. Term:

- a. The term of this License is effective from January 1, 2018 (“Effective Date”) through _____ (“Term”) unless sooner terminated pursuant to the terms of this License. The Licensee may request a renewal for an additional term of _____ year(s) with at least sixty (60) days advanced notice prior to end of the Term of this License and such request shall not unreasonably be denied by the Licensor (“Extension”).
- b. This License may be suspended if the Use, or any part of the Use, as described

in Section 2 herein poses a risk to public health or safety as determined by the Executive Director. The suspension shall be lifted immediately after the Executive Director determines the Use, or any part of the Use, no longer poses a risk to public health or safety.

- c. This License may be suspended at this discretion of the SRIA for certain events, such as the Blue Angels event, upon written notice to the Licensee.

4. License Fees. The Licensee agrees to pay the Licensor an annual payment of _____ (plus sales tax) to be paid no later than January 1 of each during the Term or any Extension of this License ("Annual Fee"). Additionally, the Licensee shall pay the Licensor _____ (____%) percent of "gross receipts" earned by Licensee under this License ("Percentage Fees"). The term "gross receipts" shall mean the consideration received by the Licensee for any food, beverages and merchandise sold as well as services performed by the Licensee under this License. The Percentage Fees shall be computed for each calendar month during the Term and any Extension of the License and reported in writing to the Licensor, on a form provided by the Licensor, within twenty (20) days of the end of the month being reported on. Licensee shall report Percentage Fees monthly. Percentage Fees shall be due and paid within twenty (20) days of the end of the month in which the Percentage Fees owed accrue. If Licensee passes onto its customers the Percentage Fees it pays to the Licensor, amounts collected as a result of the charge to the customer shall be included in "gross receipts" reported to the Licensor and shall be used to calculate the Percentage Fees.

5. Notices. Any written notice required or provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

For Licensor

- a. Name of Contact:
- b. Address:
- c. Primary Telephone Number:
- d. Secondary Telephone Number:
- e. E-mail Address:

For Licensee:

- a. Name of Contact:
- b. Address:
- c. Primary Telephone Number:
- d. Secondary Telephone Number:
- e. E-mail Address:

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party

by written notice given to the other party.

6. Assumption of Risk and Release. The Licensee assumes all risks associated with the Licensor granting this License; and the Licensee agrees to release the Licensor from any and all claims or causes of action, which may arise as a result the Licensor granting the License.
7. Indemnification. The Licensee agrees to indemnify, defend and hold-harmless the Licensor, its Board members and employees from any and all claims or causes of action, which may arise as a result of the Licensor granting this License including but not limited to the following:
 - a. any liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, arising out of or relating to, in whole or in part, directly or indirectly, to this License regardless of the location of the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge and regardless of whether the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge occurs before or after the Effective Date of the this License;
 - b. any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this License, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements, both at trial and on appeal.
 - d. Licensee agrees to pay for and provide a legal defense for the Licensor, its Board members and employees, which will be done only if and when requested by the Licensor to the Licensee in writing.
8. Assignment. This License shall not be assigned by any Party to this License without the written consent of the other Parties.
9. Choice of Law. The laws of the State of Florida govern all matters arising out of or relating to this License, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
10. Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this License shall bring the legal action or proceeding exclusively in the state courts of Escambia County, Florida.

11. Waiver of Jury Trial. Each Party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this License and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each Party acknowledges that it has received the advice of competent counsel or has had an adequate opportunity to consult with competent counsel.
12. Amendments. The Parties may amend this License only by mutual written consent of the Parties.
13. Non-Waiver. No provision in this License may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.
14. Severability; Counterparts. Any provision of this License held invalid, illegal or unenforceable shall not affect the remaining valid, legal or enforceable provisions of this License. This License may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
15. Litigation Expenses. If any legal action or other proceeding is brought under this License, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all
 - (a) reasonable attorneys' fees of the Prevailing Party,
 - (b) court costs, and
 - (c) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to the action as well as appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this sub-section, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.
16. Legal Counsel and Mutual Drafting. Each Party recognizes that the License is a binding agreement and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each Party has cooperated in the drafting, negotiation and preparation of this License. Hence, in any construction to be made of the License, the same shall not be construed against either Party on the basis of that party being the drafter of such language.
17. Entire License. This License contains the entire agreement between the Parties hereto

and no verbal or oral agreements, promises or understandings shall be binding upon either Licensor or Licensees in any dispute, controversy or proceeding at law. The Licensor's Mobile Vendor Service Policy as amended shall prevail over any inconsistencies between the Licensor's Mobile Vendor Service Policy as amended and this License.

18. Headings. Paragraph headings of this License are inserted only for reference and in no way define, limit, or describe the scope or intent of this License nor affect its terms or provisions.
19. Licenses and Permits. Licensees shall obtain and maintain all licenses and permits required by all governmental authorities having jurisdiction over the operations of the Licensee for the type of businesses operated by the Licensee, and shall maintain all required licenses and permits during the Term and any Extension of this License. Notwithstanding the other terms of this License, this License shall automatically terminate if the Licensees fail to obtain and maintain all licenses and permits required by all governmental authorities having jurisdiction over the Licensee and its operations.
20. Taxes and Assessments. Licensees shall pay and discharge all future taxes, sales taxes use taxes, assessments, duties, impositions and burdens assessed, charged or imposed whenever arising as a result of this License. In addition, upon notice from Licensor, Licensee agrees to assume Licensor's defense and indemnify Licensor for any claim related to any all future taxes, sales taxes use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the Licensee, whenever arising as a result of this License.
21. Default and Remedies. Except as otherwise provided herein, Licensee shall be deemed in default of this License if the Licensee: (a) fails to perform Licensee's obligations or comply with any of the promises, undertakings, covenants, terms and conditions of this License, for thirty (30) days after written demand for performance by the Licensor and/or (b) abandons the License in whole or in part.

A Party may pursue any remedy for a default herein conferred upon or reserved or granted to a Party by law or in equity including but not limited to the Licensor terminating this License.

Santa Rosa Island Authority

By: Thomas Campanella
Its: Chairman

Attest:

By: Karen Sindel
Its: Secretary/Treasurer

NAME OF LICENSEE

By:
Its:

EXHIBIT A

MOBILE VENDOR SERVICE
LICENSE AGREEMENT (2014)

In consideration of the payments hereinafter described, the Santa Rosa Island Authority hereby grants to Beach Buns and Dawgs, LLC d/b/a Beach Buns & Dawgs (hereafter referred to as Licensee), the non-exclusive license to use the following described property for the purposes and manner as herein set forth:

Park East and Park West (Ft Pickens Gate)

I. PURPOSE: Said license is hereby granted to Licensee for the purpose of providing a Mobile Vendor Service for the general public in accordance with the Mobile Vendor Services Policy adopted by the Santa Rosa Island Authority on March 12, 2008. A copy of the Mobile Vendor Services Policy is attached to this License Agreement and, by reference, made a part of this license agreement.

II. CONSIDERATION: In consideration of the granting of this license, Beach Buns and Dawgs, LLC, d/b/a Beach Buns & Dawgs agrees to pay the Santa Rosa Island Authority an annual payment of \$400.00 (plus sales tax) to be paid at the beginning of each lease year (January 1 through December 31) plus Licensee agrees to pay to the Santa Rosa Island Authority five percent (5%) of "gross receipts" from all sales and other sources of income. The term "gross receipts" as used herein means the consideration received for all merchandise sold and the charges for all services performed or facilities furnished by the Licensee.

This license is not assumable or transferable. Licensee is not authorized to permit sales or services by other persons, businesses, or entities not employed by the licensee or within the scope of this license. Licensee is not authorized to move the recycle bins or have a port - a - let on the premises at Park West (Ft Pickens gate) further Licensee is not authorized to have decorations, tiki torches or entertainment without SRIA application approval. Licensee is authorized to place a total of five (5) picnic tables on the sand between the south edge of the recycle bin concrete pad and the Licensee's vending trailer and to have an ice machine on the current 15 X 25 area located at Park West (Ft Pickens gate).

III. HOURS OF OPERATION: Park East hours of operation: Saturday and Sunday from 11:00 a.m. until 5:00 p.m. or later depending on weather and client base from Memorial Day weekend to August 15 or longer with written approval by the Executive Director of the SRIA, also Holidays or Special Events which occur during the week.

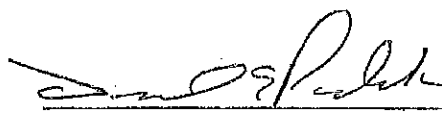
Park West (Ft Pickens Gate) hours of operation: Friday, Saturday and Sunday from 9:00 a.m. until 6:00 p.m. or later depending on weather and client base from June 1 to September 15 or longer with written approval by the Executive Director of the SRIA to extend to Weekdays, Holidays or Special Events during the week.

IV. DURATION: This license shall automatically terminate on December 31, 2016; however, the Authority reserves the right to terminate said license and regain use of said property for good cause shown after reasonable notification to licensee or in the event the upland leaseholder withdraws authorization for the Licensee to operate a Mobile Vendor service on the property adjacent to the leasehold. Said notification shall be in writing and directed to licensee at the address of record on file with the Santa Rosa Island Authority.


V. OPTION TO RENEW: In the event Licensee performs all the terms, provisions, and conditions of this agreement, Licensee shall have the right and privilege at his election to renew this license for a further term of years to be negotiated by the Authority, by giving the Authority written notice of such election to renew not later than three (3) months prior to the expiration of the original term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this the 10th day of December 2014.

ATTEST:



Acting Secretary/Treasurer
Dave Pavlock

SANTA ROSA ISLAND AUTHORITY


Chairwoman
Tammy Bohannon

WITNESSES AS TO SRIA

Melody Bolster
Print Name: MELODY BOLSTER

[Signature]
Print Name: COURTNEY FELL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared Tammy Bohannon
& Dave Rowlock well known to me and known to me to be the Chairman of the Santa Rosa
Island Authority, and acknowledged that he executed the foregoing for and in the name
of said Authority, as its Chairman, and caused its seal to be thereto affixed, pursuant to
due and legal action of said Authority authorizing him to do so.

WITNESS my hand and official seal this 10 day of December, 2014.



Jamee M. Thompson
Notary Public
Name: Jamee M. Thompson
Commission Number: EE169608
Expiration Date: 2/14/16

WITNESSES AS TO LICENSEE: (Beach Buns and Dawgs, LLC d/b/a Beach Buns & Dawgs)

AJ Powell
Print Name: AJ Powell

Melody Bolster
Print Name: MELODY BOLSTER

[Signature]
Signature of Licensee

[Signature]
Signature of Licensee

996 Coronado Ct
Mailing Address

Gulf Breeze, FL 32563
City, State, Zip Code

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of December, 2014, by Amy & Benny Gruszczyk who is personally known by me, or () has produced _____ as identification and did not take an oath.

Jamee M. Thompson
Notary Public
Name: Jamee M. Thompson
Commission Number: EE 169606
Expiration Date: 2/14/16

