SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING
MARCH 27, 2024
5:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF MEDITATION

4. APPROVAL OF MINUTES (Regular Board Meeting 2/28/2024)

5. CHANGES OR ADDITIONS TO AGENDA

6. ADOPTION OF AGENDA

7. CHAIRMAN'S COMMENTS

8. EXTERNAL AGENCY REPORTS

   A. PENSACOLA BEACH VISITOR'S INFORMATION CENTER

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

9. CONSENT AGENDA

   A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MR. JEREMY JOHNSON, CHAIR, MR. CHARLES D. THORNTON AND MS. BRIGETTE BROOKS, MEMBERS

   Item #1- Request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) (Staff report by Juan C. Lemos)

   The Committee unanimously approved staff's recommendation.

   Item #2- Request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) (Staff report by Juan C. Lemos)

   The Committee unanimously approved staff's recommendation.

   Item #3- Approval of changes to the Design Standards Manual (DSM) portion of the Escambia County Land Development Code (LDC) addressing turtle lighting regulations. (Staff report by Juan C. Lemos)

The Committee unanimously approved staff's recommendation.

Item #4- Request by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine)- for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

The Committee unanimously approved staff's recommendation.

Item #5- Request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

The Committee unanimously approved staff's recommendation.

Item #6- Request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool , per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

The Committee unanimously approved staff's recommendation.

B. DEVELOPMENT & LEASING COMMITTEE, MR. BUBBA PETERS, CHAIR, MR. JERRY WATSON AND MR. JEREMY JOHNSON, MEMBERS

Item #1- Request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

Item #2- Request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

Item #3- Notification by Pier One Marina Gulf Breeze d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- of the Pensacola Beach Yacht Club moving to 3rd floor of PB Marina. (Staff report by Robbie Schrock)

Notification only. No action taken.

Item #4- Approval of a Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee. (Staff report by Leigh Davis)

The Committee unanimously approved staff's recommendation.

Item #5- Request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

C. ADMINISTRATIVE COMMITTEE, MR. JERRY WATSON, CHAIR, MR. JEREMY JOHNSON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Approval of the revisions to the final six (6) SRIA Board Policies. (Staff report by Leigh Davis)

The Committee unanimously approved staff's recommendation.

10. REGULAR AGENDA

A. OLD BUSINESS

Item #1- Ratification of the SRIA Board Policy Manual. (Staff report by Leigh Davis)

Item #2- Request by 11th Street, LC- 400 Quietwater Beach Rd. Units #9 & #11- for approval of the conceptual stair design on the north boundary of the leased property. The stairs will connect the second floor onto the public beach. (Staff report by Juan C. Lemos)

Item #3- Approval of the Executive Director recruitment schedule and extension of the current Executive Director's contract. (Staff report by Leigh Davis)

B. NEW BUSINESS

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

Item #2- Approval to establish an auditor selection committee to begin the process of issuing Requests for Proposals (RFP) for Auditing Services (Staff report by Leigh Davis)

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING
MARCH 27, 2024
5:00 PM

11. STAFF REPORTS

A. EXECUTIVE DIRECTOR'S REPORT

B. ATTORNEY'S REPORT

C. DEVELOPMENT SERVICES DIRECTOR'S REPORT

D. ENGINEER'S REPORT

12. VISITORS' FORUM

13. BOARD MEMBERS' FORUM

14. ADJOURN

BRIGETTE BROOKS, CHAIRMAN
JEREMY JOHNSON, VICE CHAIRMAN
CHARLES D. THRONTON, SECRETARY TREASURER
JERRY WATSON, ACTING SECRETARY TREASURER
BUBBA PETERS, MEMBER
VACANT, MEMBER
LEIGH DAVIS, EXECUTIVE DIRECTOR

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)

SANTA ROSA
ISLAND AUTHORITY

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
FEBRUARY 28, 2024

1-3. A regularly scheduled meeting was held on Wednesday, February 28, 2024, beginning at 5:00pm. Those present were: Chair- Ms. Brigette Brooks, Vice-Chair- Mr. Jeremy Johnson, Secretary Treasurer- Mr. Charles D. Thornton, Board Member- Mr. Jerry Watson, Board Member- Mr. Bubba Peters, Attorney- Ms. Mary Jane Bass, Executive Director- Ms. Leigh Davis, Director of Administration- Ms. Robbie Schrock, Director of Development Services- Mr. Juan C. Lemos and Director of Finance- Ms. Vickie Johnson. Ms. Brigette Brooks led the Pledge of Allegiance, followed by a moment of meditation.

4. APPROVAL OF MINUTES (Regular Board Meeting 1/24/2024)

Upon motion of Mr. Bubba Peters seconded by Mr. Charles D. Thornton, the Board unanimously approved the minutes of the Regular Board Meeting (1/24/2024) as presented. (5-0)

5. CHANGES OR ADDITIONS TO AGENDA

There were no changes or additions to the agenda.

6. ADOPTION OF AGENDA

Upon motion of Mr. Jerry Watson seconded by Mr. Charles D. Thornton, the Board unanimously adopted the agenda as presented. (5-0)

7. CHAIR'S COMMENTS

Ms. Brooks was grateful to see everyone.

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

8. EXTERNAL AGENCY REPORTS

A. PENSACOLA BEACH VISITOR'S INFORMATION CENTER

Ms. Meg Peltier stated there were 1425 visitors in January. The top five states were Tennessee, Minnesota, Florida, Wisconsin, and Missouri. The top countries were Canada, Thailand, and United Kingdom.

B. ESCAMBIA COUNTY EXTENSION UPDATE BY RICK O'CONNOR

Mr. Rick O'Connor gave the attached report on the invasive species beach vitex and cogongrass. He stated the plants were not native and brought over from Asia by humans.

Ms. Brigette Brooks asked how to get leaseholders involved in eliminating the plants.

Mr. O'Connor stated they can send letters to the leaseholders about the resources available but unless they ask for help, clean up can not happen on private property.

Mr. Jerry Watson asked what the mode of transportation of the invasive species was.

Mr. O'Connor stated it was likely sold at a nursery or brought in by landscaping equipment.

9. CONSENT AGENDA

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MR. JEREMY JOHNSON, CHAIR, MR. CHARLES D. THORNTON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Recommendation for adoption of a proclamation recognizing Flood Awareness Week. (Report by Juan C. Lemos)

The Committee unanimously approved staff's recommendation.

B. DEVELOPMENT & LEASING COMMITTEE, MR. BUBBA PETERS, CHAIR, MR. JERRY WATSON AND MR. JEREMY JOHNSON, MEMBERS

Item #1- Request by Verandas HOA- 721 Pensacola Beach Blvd.- to sublease to Beach Getaways- to operate a vacation rental company on leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

Item #2- Request by Robert Matthew and Meagan Weber- 307 Via de Luna Dr.- Lot 4, Block 6, Villa Primera- to renew their lease for another 99-year term, under like covenants,

provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

Item #3- Request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to Street Legal Golf Cart Rentals, LLC- to operate a golf cart rental business on leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

Item #4- Request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to Buena Vida Rentals, LLC- to operate a boat rental business from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.

C. ADMINISTRATIVE COMMITTEE, MR. JERRY WATSON, CHAIR, MR. JEREMY JOHNSON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Approval of the revisions to five (5) SRIA Board Policies. (Staff report by Leigh Davis)

The Committee unanimously approved staff's recommendation.

Upon motion of Mr. Bubba Peters seconded by Mr. Jeremy Johnson, the Board unanimously approved the consent agenda. (5-0)

10. REGULAR AGENDA

A. NEW BUSINESS

Item #1- 2023 Audit from Carr, Riggs, and Ingram. (Report by Alan Jowers, CRI)

Mr. Alan Jowers gave the attached audit report for 2023. He stated that the SRIA had a clean report with no issues. This year a second accounting firm was hired to prepare the SRIA financials.

Mr. Jerry Watson commended Ms. Vickie Johnson and her finance staff for all their hard work.

Upon motion of Mr. Bubba Peters seconded by Mr. Jeremy Johnson, the Board unanimously accepted the 2023 Audit. (5-0)

Item #2- Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

Ms. Vickie Johnson stated that December 2023 revenues were up 17.3% from December 2022.

Upon motion of Mr. Jeremy Johnson seconded by Mr. Charles D. Thornton, the Board unanimously accepted the report on financial statements and expenditures, as presented. (5-0)

11. STAFF REPORTS

A. EXECUTIVE DIRECTOR'S REPORT

Ms. Leigh Davis presented her report. She announced the new SRIA website is live and that credit cards are now accepted online and soon at the front desk. Ms. Davis informed the Board that the Executive Director search would be released by March 8, 2024, and will run for twenty-eight (28) days. She stated that she would bring back a timeline in the coming weeks. There were no questions from the Board.

B. ATTORNEY'S REPORT

Ms. Mary Jane Bass presented her report. There were no questions from the Board.

C. DEVELOPMENT SERVICES DIRECTOR REPORT

Mr. Juan C. Lemos presented his report. There were no questions from the Board.

D. ENGINEER'S REPORT

Mr. Jeff Huggins presented his report. He updated the Board on Walkover 27C stating it was complete and reopened. Also, the Baby Beach project is substantially completion. There were no questions from the Board.

12. VISITOR'S FORUM

There were no speakers.

13. BOARD MEMBER'S FORUM

Mr. Bubba Peters thanked staff for the hard work on the audit and the website.

Mr. Jerry Watson stated he had a good feeling about the Executive Director search firm.

Mr. Charles D. Thornton commended staff and stated they work very hard behind the scenes.

Mr. Jeremy Johnson echoed his sentiments.

Ms. Brigette Brooks gave kudos to staff.

14. ADJOURN

There being no further business to come before the Board, Chair Ms. Brigette Brooks declared the Regular Board Meeting of the SRIA Board adjourned at 5:56pm.

_____ _____

SECRETARY CHAIR

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INVASION OF BEACH VITEX

Rick O'Connor

University of Florida IFAS Extension

Florida Sea Grant

Introduction to the United States

Introduction to Escambia County - 207 Sabine Drive

2023 Fall Survey of Pensacola Beach

Casino Beach (W-E)

Ft. Pickens – Via De Luna (N-S)

NW – 3 sites	NE – 32 sites
SW – 1 site	SE – 25 sites

Northeast Pensacola Beach

32 sites	15 private	17 public
15 treated / no return	7 private	8 public
6 treated / returned	3 private	3 public
10 never treated	5 private	5 public

Southeast Pensacola Beach

25 sites	22 private	3 public
16 treated / no return	13 private	3 public
5 treated / returned	5 private	0 public
4 never treated	4 private	0 public

Northwest Pensacola Beach

3 sites	2 private	1 public
2 treated / no return	0 private	0 public
0 treated / returned	0 private	0 public
1 never treated	1 private *	0 public

* 207 / 209 Sabine Drive

Southwest Pensacola Beach

- 1 site
- Public
- Was removed but has returned

TOTAL

61 sites – 39 private property (64%); 22 public property (36%)

45 sites (74%) plants have been treated/removed.
12 of the 45 sites (27%) the plants have returned.

8 of the 12 (67%) are on private property.

15 sites (24%) no treatment/removal has ever been attempted.

9 of the 15 (60%) are private property.
1 private property was having construction conducted and was unable to survey.

Management

Cogongrass

Removal Events

- Weed Wrangle
- Summer Surveys
- Halloweed

Questions?

Rick O'Connor

850-475-5230 ext.1111

roc1@ufl.edu

Santa Rosa Island Authority

A Component Unit of Escambia County, Florida

FINANCIAL STATEMENTS

September 30, 2023

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CRI CARR RIGGS & INGRAM
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INDEPENDENT AUDITOR'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola Beach, Florida

Opinion

We have audited the accompanying financial statements of the business-type activities of Santa Rosa Island Authority, a component unit of Escambia County, Florida, (hereinafter referred to as "Authority"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority as of September 30, 2023, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independence of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Changes in Net OPEB Liability and Related Ratios, Schedules of Proportionate Share of Net Pension Liability, and Schedules of Contributions, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted

of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

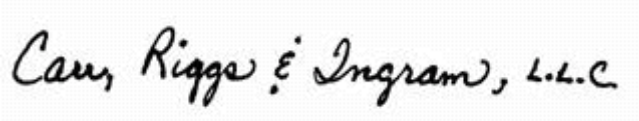
Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Revenue and Expenses – Budget and Actual is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Schedule of Revenue and Expenses – Budget and Actual is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Revenues and Expenses – Budget and Actual is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated February 16, 2024, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 16, 2024

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Net Position

September 30,		**2023**
Assets		
Current assets		
Cash and cash equivalents	$	5,493,882
Accounts receivable, net of allowances for credit losses of $0		464,852
Unbilled receivables		62,846
Due from other governments		107,200
Prepaid expenses		45,726
Total current assets		6,174,506
Noncurrent assets		
Capital funds contingency - cash		5,621,089
Cash and cash equivalents - restricted		1,695,259
Investments - unrestricted		562,715
Capital assets, net		598,638
Total noncurrent assets		8,477,701
Deferred outflows of resources		
Other post-employment benefits		15,793
Pension		234,653
Total deferred outflows of resources		250,446
Total assets and deferred outflows of resources	$	14,902,653

(continued)

The accompanying notes are an integral part of these financial statements.

September 30,		**2023**
Liabilities		
Current liabilities		
Accounts payable	$	237,650
Accrued payroll		18,539
Other accrued liabilities		52,118
Total current liabilities		308,307
Noncurrent liabilities		
Compensated absences		150,154
Net pension liability		971,544
Obligation for other postemployment benefits		106,976
Total noncurrent liabilities		1,228,674
Total liabilities		1,536,981
Deferred inflows of resources		
Deferred revenue		208,390
Other post-employment benefits		25,678
Pension		149,018
Deferred consideration fees		497,781
Total deferred inflows of resources		880,867
Net position		
Net investment in capital assets		598,638
Restricted for island improvements - Portofino		1,435,446
Restricted for Quietwater restoration - BP		175,379
Restricted for other		84,519
Unrestricted		10,190,823
Total net position		12,484,805
Total liabilities, deferred inflows of resources, and net position	$	14,902,653

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Activities

For the year ended September 30,		**2023**
Operating revenue		
Lease fees		
Commercial	$	4,964,389
Residential		1,283,391
Interest income		10,392
Other operating revenue		81,846
Total operating revenue		6,340,018
Operating expenses		
Personal services		1,446,980
Contractual and professional services		799,000
Supplies		39,943
Utilities		46,556
Advertising and promotion		668,026
Capital outlay		712,172
Other operating expense		309,153
Total operating expenses before depreciation		4,021,830
Depreciation		56,380
Total operating expenses		4,078,210
Operating income		2,261,808
Non-operating revenue (expenses)		
Grant revenues		56,650
Grant project expenses		(113,300)
Payments to Escambia County - fire and rescue		(206,000)
Other income		(16,283)
Non-operating revenue (expenses), net		(278,933)
Change in net position		1,982,875
Net position, beginning of year		10,501,930
Net position, end of year	$	12,484,805

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statement of Cash Flows

For the year ended September 30,		**2023**
Operating activities		
Cash received from lessees	$	6,297,684
Other operating receipts		81,846
Payments to vendors		(2,540,490)
Payments to employees		(1,439,741)
Net cash provided by operating activities		2,399,299
Noncapital financing activities		
Payments to Escambia County		(206,000)
Receipts for other non-operating revenues		(16,283)
Net cash provided (used) by noncapital financing activities		(222,283)
Capital and related financing activities		
Acquisition and construction of capital assets		(146,868)
Cash received from other governments		(26,050)
Payments for other non-operating expenses		(113,300)
Net cash provided (used) by capital and related financing activities		(286,218)
Investing activities		
Purchase of investments		(15,999)
Net cash provided (used) by investing activities		(15,999)
Net change in cash and cash equivalents		1,874,799
Cash and cash equivalents, beginning of year		10,935,431
Cash and cash equivalents, end of year	$	12,810,230

(continued)

The accompanying notes are an integral part of these financial statements.

For the year ended September 30,		**2023**
Reconciliation of operating income to net cash provided by operating activities		
Operating income	$	2,261,808
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation		56,380
Other postemployment benefit obligation		(877)
Pension		123,427
Changes in operating assets and liabilities:		
Accounts and unbilled receivables		39,512
Prepaid expenses		(1,145)
Accounts payable		(3,335)
Accrued payroll		(6,251)
Other accrued liabilities		7,406
Compensated absences		23,634
Deferred revenue		(87,572)
Deferred consideration fees		(13,688)
Net cash provided by operating activities	$	2,399,299

Cash reconciliation		
Cash and cash equivalents	$	5,493,882
Capital funds contingency - cash		5,621,089
Cash and cash equivalents - restricted		1,695,259
Cash and cash equivalents, end of year	$	12,810,230

The accompanying notes are an integral part of these financial statements.

NOTE 1: ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenue is recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "net investment in capital assets".

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenue of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, utilities, advertising and promotion, capital outlay, other expenses and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties; therefore, they are not available to be used at management's discretion. These restrictions include assets restricted by outside parties for beach renourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenue available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority. These non-capital items include dredging, renourishment and improvements to property not owned by the Authority.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than $1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: transportation equipment, maintenance equipment, office equipment and miscellaneous: 3 – 10 years; and buildings and shelters: 10 – 40 years.

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes due according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statement of Net Position.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The items that qualify for reporting in this category are the items related to the pension and OPEB amounts reported in the Statement of Net Position. The deferred outflows of resources related to pension and OPEB amounts result generally from changes between the expected and actual experience of the pension and OPEB plans.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has four items, deferred revenue, deferred consideration fees, and pension and OPEB amounts, which qualify for reporting in this category. Deferred revenue and deferred consideration fees result from the collection of revenues in advance of the year for which they are due. The deferred inflows of resources related to pension and OPEB amounts result generally from changes between the expected and actual experience of the pension and OPEB plans.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, February 16, 2024. See Note 14 for relevant disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these consolidated financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements

The GASB has recently issued several accounting pronouncements, including Statement No. 91, *Conduit Debt Obligations*; Statement No. 93, *Replacement of Interbank Offered Rates*; and State No. 96, *Subscription-Based Information Technology Arrangements*. The Authority did not experience any significant impacts to its financial reporting as a result of implementing these Statements.

The GASB has issued statements that will become effective in future years, including Statement No. 100, *Accounting Changes and Error Corrections* and Statement No. 101, *Compensated Absences*. The Authority is evaluating the requirements of the above statements and the impact, if any, on its financial reporting.

NOTE 3: CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40*, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).*

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Funds Trust Fund as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

In accordance with GAAP*,* certificate of deposits are considered a nonparticipating interest-earning investment contract and is appropriately reported in the financial statements at cost. The following is a summary of the Authority's investments:

September 30,		**2023**	**Credit Risk**	**Maturities**
Certificate of deposit	$	562,715	not rated	03/20/24

NOTE 3: CASH AND INVESTMENTS (Continued)

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. None of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 4: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2023:

September 30,	**2022**	**Additions**	**Transfers and Retirements**	**2023**
Other capital assets:				
Buildings	$ 1,064,609	$ -	$ -	$ 1,064,609
Other improvements	71,214	63,670	-	134,884
Equipment	210,767	83,198	(9,849)	284,116
Total other capital assets	1,346,590	146,868	(9,849)	1,483,609
Less accumulated depreciation for:				
Buildings	(639,935)	(22,126)	-	(662,061)
Other improvements	(26,703)	(5,706)	-	(32,409)
Equipment	(171,802)	(28,548)	9,849	(190,501)
Total other capital assets	(838,440)	(56,380)	9,849	(884,971)
Total capital assets, net	$ 508,150	$ 90,488	$ -	$ 598,638

NOTE 5: LONG-TERM LIABILITIES

The Authority has a compensated absence liability for unpaid leave.

Changes in long-term liabilities were as follows:

September 30,	2022	Additions	Reductions	2023	Amount Due Within One Year
Compensated absences	$ 126,520	$ 23,634	$ -	$ 150,154	$ -
	$ 126,520	$ 23,634	$ -	$ 150,154	$ -

NOTE 6: LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership. The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

Certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). In 2021, the Authority's Board approved a total increase of 7.7% for the lease years from 2021 – 2025. The Authority implemented increases of 1.7% in 2022 and 2% in 2023, and anticipated increases are as follows: 2024-2025: 2% each year.

NOTE 6: LEASING ACTIVITIES (Continued)

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30.

2024	$ 2,200,107
2025	2,252,328
2026	2,252,328
2027	2,252,328
2028	2,252,328

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2023
Residential	3,889
Commerical	149

NOTE 7: RESTRICTED NET POSITION

Restricted net position is comprised of two primary components: Portofino island improvement funds and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2023, the restricted Portofino funds equal $1,435,446.

In addition, the Authority also considers certain funds received from BP in prior years relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total $175,379 at September 30, 2023.

The Authority also has certain funds set aside for maintaining Sabine Park and Morgan Park, including paying mitigation expenses. The other restricted balances totaled $47,488 and $37,031 at September 30, 2023 for Sabine Park and Morgan Park, respectively.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies and beach renourishment. These amounts total $5,621,089 as of September 30, 2023 and are included in unrestricted net position on the accompanying Statement of Net Position. At September 30, 2023, the Authority's unrestricted, undesignated net position totals approximately $4.6 million.

NOTE 8: RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2023, the Authority has set aside $1,121,089 in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover. This amount is included in the designated net position amount identified in Note 7.

The sovereign immunity limits of the State of Florida restrict general liability claims to $100,000. General liability claims above $100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9: FEDERAL AND STATE GRANT PROJECTS

The Authority has entered into various grant agreements with the Federal Emergency Management Agency to fund the elevation of certain properties on Santa Rosa Island. The total of the award agreements approximates $3.3 million. During 2023, the Authority did not incur any expenses related to this program. However, the Authority did receive funds from the State totaling $48,800 to reimburse homeowners for construction expenses paid directly by the homeowners. No revenue or expenses was recognized in the current year related to this transaction.

The Authority has been awarded grant funds from the State of Florida for beach re-nourishment and restoration. The maximum amount to be received under the three grants is $414,500. The grants require a match of $414,500. During 2023, the Authority incurred approximately $113,300 of expenses related to this program, of which 50% was paid back to the Authority by the State.

Revenue recognized under these federal and state grants totaled $56,650 for the year ended September 30, 2023.

NOTE 10: PENSION PLAN

Essentially all regular employees of the Authority are covered by the Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program.

NOTE 10: PENSION PLAN (Continued)

Plan Descriptions, Membership and Plan Benefits, and Contribution Requirements

Plan Descriptions

The Florida Retirement System (FRS) is a cost-sharing, multiple-employer retirement system. The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan, and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan (INV). Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

The FRS, HIS, and INV are administered by the Florida Department of Management Services, Division of Retirement. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code. The Florida Legislature has the authority to establish and amend retirement legislation and related bills of significance to members of the FRS and HIS plans (including benefit terms and contribution rates). Passed bills are presented to the Governor of Florida and approved before they may be enacted into law.

The FRS, HIS, and INV financial information is included in the Florida Retirement System (System) Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report (ACFR). The System ACFR, including audited financial information to support the Schedules of Employer Allocations and Schedules of Pension Amounts by Employer, are available online at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The System ACFR and actuarial reports may also be obtained by contacting the Division of Retirement by mail or phone at:

Division of Management Services
Division of Retirement
Bureau of Research and Member Contributions
P.O. Box 9000
Tallahassee, FL 32315-9000
850-907-6500 or toll-free 844-377-1888

NOTE 10: PENSION PLAN (Continued)

Membership and Plan Benefits - FRS

The FRS has several classes of membership applicable to the Authority, including regular class, senior management and DROP. Employees enrolled in the FRS prior to July 1, 2011, vest at six years of creditable service and are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. Employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service and are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Retirees receive a lifetime pension benefit with joint and survivor payment options. The FRS also includes an early retirement provision, but imposes a penalty for each year a member retires before the normal retirement date. Benefits are computed on the basis of age, average final compensation, creditable years of service, and accrual value by membership class.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

A DROP was established effective July 1, 1998, subject to provisions of Section 121.091, Florida Statutes. It permits employees eligible for normal retirement under the FRS to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Membership and Plan Benefits - HIS

HIS membership is available to all members within the FRS plan. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $7.50. The minimum payment is $45 and the maximum payment is $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under a State administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

NOTE 10: PENSION PLAN (Continued)

Contribution Requirements

Employer contributions rates are actuarially recommended but set, and may be amended, by the Florida Legislature. These rates are a percentage of covered payroll. The FRS and HIS contribution rates were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2022 through June 30, 2023	3.00%	11.91%	14.91%
July 1, 2023 through September 30, 2023	3.00%	13.57%	16.57%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2022 through June 30, 2023	n/a	18.60%	18.60%
July 1, 2023 through September 30, 2023	n/a	21.13%	21.13%
Senior Management Service Class (SMSC):			
October 1, 2022 through June 30, 2023	3.00%	31.57%	34.57%
July 1, 2023 through September 30, 2023	3.00%	34.52%	37.52%

Employer rates include 1.66 percent for the HIS program. In addition, regular employees are required to contribute an amount equal to 3% of their salary as retirement contributions. Members participating in the DROP are not required to make 3 percent contributions. The Authority's contributions to the Plan totaled $128,965 for the year ended September 30, 2023.

FRS and HIS Significant Assumptions and Rate of Return

Basis of Accounting

Information about the FRS and HIS assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position can be found in the System ACFR. The System ACFR is available online or can be obtained as mentioned previously The FRS and HIS fiduciary net position and additions to/deductions from the fiduciary net position have been determined based on the System's records, which utilize the flow of economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refund of employee contributions) are recognized when due and payable. Investments are reported at fair value. Contributions are recognized as revenue when due, pursuant to statutory and contractual requirements. There have been no significant changes since the publication of the System ACFR.

NOTE 10: PENSION PLAN (Continued)

Actuarial Methods and Assumptions

The FRS Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of the defined benefit pension plan pursuant to section 216.136(10), Florida Statutes. The division determines the assumptions in the valuations for GASB 67 reporting purposes. The FRS Pension Plan's GASB 67 valuation is performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan was completed in 2019 for the period July 1, 2013 through June 30, 2018. Because the HIS is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each cost-sharing defined benefit plan was determined using the individual entry age actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and long-term expected rate of return used for FRS investments is 6.7%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS program uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine its total pension liability for the program (Bond Buyer General Obligation 20-Bond Municipal Bond Index). Mortality assumptions for both the FRS Pension Plan and the HIS Program were based on the PUB-2010 base table (refer to the valuation reports for more information).

As of June 30, 2023, the municipal rate used by HIS increased from 3.54 percent to 3.65 percent. In addition, Chapter 2023-193, Laws of Florida (Senate Bill 7024), increased the level of monthly benefits from $5 times years of service to $7.50, with an increased minimum of $45 and maximum of $225. This change applies to all years of service for both members currently receiving benefits and members not yet receiving benefits.

Long-Term Rate of Return

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2023 the FRS Actuarial Assumption Conference reviewed assumptions by Milliman's Capital Markets assumption team and Aon Hewitt Investment Consulting. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

NOTE 10: PENSION PLAN (Continued)

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return
Cash	1.00%	2.9%
Fixed Income	19.80%	4.5%
Global Equity	54.00%	8.7%
Real Estate (Property)	10.30%	7.6%
Private Equity	11.10%	11.9%
Strategic Investments	3.80%	6.3%
Total	100.00%	

The HIS is essentially funded on a pay-as-you-go basis. As such, there is no assumption for a long-term expected rate of return on a portfolio, no assumptions for cash flows into and out of the plan, or assumed asset allocation.

District's Share of Net Pension Liability

Employers participating in the FRS and HIS were provided pension allocation schedules for use in recording their proportionate share of the FRS and HIS net pension liability (NPL), deferred outflows of resources, deferred inflows of resources, and pension expense at measurement date June 30, 2023. The underlying financial information used to prepare the pension allocation schedules is based on the same basis as mentioned previously.

At September 30, 2023, the Authority reported a liability of $971,544 for its proportionate share of the net pension liability of the FRS and HIS. The net pension liability was measured as of June 30, 2023, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023.

The Authority's proportionate share was calculated using the retirement contributions for employees that were members of the FRS and HIS during the measurement year ended June 30, 2023. The aggregate employer contribution amounts for the fiscal year ended June 30, 2023, in the pension allocation schedules agree to the total employer contribution amounts reported in the System ACFR.

For the year ended September 30, 2023, the Authority recognized pension expense of $144,673 related to the FRS and $107,719 related to the HIS.

NOTE 10: PENSION PLAN (Continued)

At September 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

September 30, 2023

	FRS		HIS	
Description	**Def Outflows**	**Def Inflows**	**Def Outflows**	**Def Inflows**
Differences between expected and actual experience	$ 59,903	$ -	$ 4,883	$ 783
Changes of assumptions	41,590	-	8,769	28,903
Net difference between projected and actual investment earnings	26,645	-	172	-
Changes in proportion	52,801	107,097	13,809	12,235
Authority contributions subsequent to the measurement date	21,592	-	4,489	-
Total	$ 202,531	$ 107,097	$ 32,122	$ 41,921

Deferred outflows of resources of $26,081 are reported by the Authority for employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023. Deferred outflows of resources of $22,672 for the year ended September 30, 2022, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023.

Other amounts reported as deferred outflows of resources and inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending September 30,	**FRS**	**HIS**	**Net**
2024	$ 6,952	$ (5,014)	$ 1,938
2025	(18,386)	(387)	(18,773)
2026	90,703	(1,895)	88,808
2027	(6,509)	(4,815)	(11,324)
2028	1,082	(2,252)	(1,170)
Thereafter	-	75	75

NOTE 10: PENSION PLAN (Continued)

The following table presents information on the Authority's proportionate share of the FRS and HIS.

	FRS	HIS	Total
Proportionate Share of Net Pension:			
September 30, 2023	$ 638,001	$ 333,543	$ 971,544
Authority's proportion at September 30, 2023	0.001601%	0.002100%	

Discount Rate Sensitivity Analysis

The following tables demonstrate the sensitivity of the Authority's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact if the discount rate was 1 percent higher or 1 percent lower than the current discount rate at September 30, 2023.

FRS Net Pension Liability			HIS Net Pension Liability		
1% Decrease	Current Discount Rate	1% Increase	1% Decrease	Current Discount Rate	1% Increase
5.70%	6.70%	7.70%	2.65%	3.65%	4.65%
$ 1,089,835	$ 638,001	$ 259,987	$ 380,521	$ 333,543	$ 294,602

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS

Plan Description: The Authority participates in the benefit plans and programs of Escambia County, Florida (the "County"). Pursuant to Section 112.0801 Florida Statutes, the Authority is required to provide eligible retirees (as defined in the County's pension plans) the opportunity to participate in this Plan at the same cost that is applicable to active employees. Eligible retirees must be drawing an immediate benefit from their respective pension plan and be enrolled in medical coverage prior to retirement. Surviving spouses of participants are allowed access to the Plan but must pay the full premium. Benefit provisions for the Plan were established by the County's Board of Directors and may only be amended by the County's Board of Directors. The County does not issue stand-alone financial statements for this Plan. All financial information related to the Plan is accounted for in the County's basic financial statements.

Funding Policy: The Authority is funding the post employee benefits on a pay-as-you-go basis. Contribution rates for the Plan are established by the County annually. For the fiscal year ended September 30, 2023, the Authority contributed approximately $5,000. Blended premium rates for active and retired employees combined provide an implicit subsidy for retirees because on actual basis, their current and future claims are expected to result in higher costs to the Plan than those of active employees. The current year contribution represents an estimate of this implied subsidy.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS (Continued)

Plan Membership: At October 1, 2023, OPEB membership consisted of the following:

	SRIA
Inactive members currently receiving benefits	11
Active members	7
Total	18

The Authority's covered payroll constituted approximately 0.72%, for the year ended September 30, 2023 of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 0.72% of the actuarially calculated amounts to the Authority in fiscal year 2023.

Actuarial Assumptions and Other Inputs: The total OPEB liability in the September 30, 2023 actuarial assumptions and other inputs, applied to all period in the measurement, unless otherwise specified:

Inflation	2.25 percent
Salary increases	3.40 percent to 7.80 percent, including inflation
Discount rate	4.40 percent
Health care cost trend rates	Getzen Model, with trend starting at 6.00% for 2022 and gradually decreasing to an ultimate trend of 3.75%

The discount rate was based on an index rate for 20 year tax-exempt general obligation municipal bonds with an average AA credit rating or higher.

Mortality rates were taken from adjusted Pub-2010 mortality tables published by the Society of Actuaries with generational mortality improvements using Scale MP-2018. They are based on the results of a stateside experience study covering the period 2013 through 2018.

At September 30, 2023, the Authority reported a net OPEB liability of $106,976. The GASB 75 information has been provided as of the September 30, 2021 measurement date.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS (Continued)

The change in net OPEB liability for the year ended September 30, 2023 is as follows:

	Increase (Decrease) Net OPEB Liability Liability
Balance as of September 30, 2022	$ 122,548
Changes for the year:	
Service cost	4,602
Interest	2,121
Changes in assumptions	(17,266)
Benefit payments	(5,029)
Net Change in OPEB	(15,572)
Balance as of September 30, 2023	$ 106,976

Changes in assumptions and other inputs reflect a change in the discount rate from 2.19% as of September 30, 2022 to 4.40% as of September 30, 2023. The methods, assumptions, and participant data used are detailed in the actuarial valuation report the fiscal year ended September 30, 2021. These calculations are based in the Entry Age Normal cost method required by GASB 75.

Sensitivity of the Net OPEB Liability: The following table represents the Authority's total and net OPEB liability calculated using the discount rate of 4.40%, as well as what the Authority's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.40%) or one percentage point higher (5.40%) than the current rate:

	1% Decrease (3.40%)	Discount Rate (4.40%)	1% Increase (5.40%)
Net OPEB liability	$ 116,677	$ 106,976	$ 98,446

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS (Continued)

The following table represents the Authority's total and net OPEB liability calculated using the health care cost trend rate of 6.00% decreasing to 3.75%, as well as what the Authority's net OPEB liability would be if it were calculated using a health care cost trend rate that is one percentage point lower (5.00% decreasing to 2.75%) or one percentage point higher (7.00% decreasing to 4.75%) than the current rate:

	1% Decrease (5.00% decreasing to 2.75%)	Healthcare Cost Trend (6.00% decreasing to 3.75%)	1% Increase (7.00% decreasing to 4.75%)
Net OPEB liability	$ 99,769	$ 106,976	$ 115,522

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2023, the Authority recognized OPEB expense of $3,600.

In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to the OPEB plan from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 8,266
Changes in assumptions and other inputs	10,757	17,412
Estimated benefits paid after the measurement date	5,036	-
Total	$ 15,793	$ 25,678

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS (Continued)

The deferred outflows of resources related to OPEB, totaling $5,036 resulting from Authority contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability in the fiscal year ending September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the OPEB plan will be recognized in the expense as follows:

Fiscal Year Ending September 30,	
2024	$ (3,086)
2024	(2,873)
2026	(2,486)
2027	(1,358)
2028	(1,413)
Thereafter	(3,705)

NOTE 12: RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled $225,891 for the year ended September 30, 2023. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the year ended September 30, 2023, the Authority expended $1,367 for workers' compensation insurance and $158,731 for health and life insurance. The Authority also reimbursed the County $206,000 for fire and rescue services during the year ended September 30, 2023. There were no amounts due to the County at September 30, 2023.

NOTE 13: COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

NOTE 13: COMMITMENTS AND CONTINGENCIES (Continued)

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately $62,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

NOTE 14: SUBSEQUENT EVENTS

In November 2023, the Board approved the purchase of two gasoline-powered trolleys totaling $475,284.

In January 2024, the Board approved a bid totaling $263,396 from a local vendor for the dune enhancement project.

SUPPLEMENTARY INFORMATION

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Changes in the Net OPEB Liability and Related Ratios
(Last 10 Fiscal Years)

September 30,	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**
Total OPEB Liability:						
Service cost	$ 4,602	$ 4,855	$ 4,235	$ 4,966	$ 4,907	$ 5,051
Interest	2,121	2,416	2,473	3,628	3,195	2,814
Difference between expected and actual experience	-	(8,558)	-	(6,024)	-	-
Changes of assumptions and other inputs	(17,266)	14,927	1,327	(1,834)	(2,654)	(3,243)
Benefit payments	(5,029)	(5,511)	(4,819)	(4,755)	(4,358)	(3,565)
Net change in total OPEB liability	(15,572)	8,129	3,216	(4,019)	1,090	1,057
Total OPEB liability, beginning	122,548	114,419	111,203	115,222	114,132	113,075
Total OPEB liability, ending	$ 106,976	$ 122,548	$ 114,419	$ 111,203	$ 115,222	$ 114,132
Covered employee payroll	$ 788,566	$ 698,414	$ 698,414	$ 734,288	$ 665,479	$ 665,279
Net OPEB liability as a percentage of covered employee payroll	13.57%	17.55%	16.38%	15.14%	17.31%	17.16%

Note: Data was unavailable prior to 2018.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 Fiscal Years)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Authority's proportion of the net pension liability (asset)	0.001601%	0.001711%	0.002135%	0.001797%	0.001892%	0.001833%	0.001811%	0.002740%	0.004716%	0.004534%
Authority's proportionate share of the net pension liability (asset)	$ 638,001	$ 636,661	$ 161,262	$ 779,064	$ 651,585	$ 552,053	$ 535,669	$ 691,797	$ 609,193	$ 276,640
Authority's covered - employee payroll	$ 663,203	$ 661,810	$ 802,299	$ 663,259	$ 672,986	$ 635,493	$ 611,634	$ 700,715	$ 1,681,563	$ 1,641,364
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	96.20%	96.20%	20.10%	117.46%	96.82%	86.87%	87.58%	98.73%	36.23%	16.85%
FRS Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Florida Retirement System (Last 10 Fiscal Years)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution	$ 110,990	$ 89,445	$ 84,273	$ 69,448	$ 62,386	$ 61,341	$ 47,790	$ 60,147	$ 122,187	$ 113,898
Contributions in relation to the contractually required contribution	$ 110,990	89,445	84,273	69,448	62,386	61,341	47,790	60,147	122,187	113,898
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Authority's covered-employee payroll	$ 663,203	$ 661,810	$ 802,299	$ 663,259	$ 672,986	$ 635,493	$ 611,634	$ 700,715	$ 1,681,563	$ 1,641,364
Contributions as a percentage of covered-employee payroll	16.7%	13.5%	10.5%	10.5%	9.3%	9.7%	7.8%	8.6%	7.3%	6.9%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Authority's proportion of the net pension liability (asset)	0.002100%	0.002044%	0.002094%	0.001974%	0.002070%	0.002027%	0.002066%	0.003198%	0.005492%	0.005467%
Authority's proportionate share of the net pension liability (asset)	$ 333,543	$ 216,519	$ 256,871	$ 241,000	$ 231,642	$ 214,524	$ 220,892	$ 372,749	$ 560,130	$ 511,138
Authority's covered - employee payroll	$ 663,203	$ 661,810	$ 802,299	$ 663,259	$ 672,986	$ 635,493	$ 611,634	$ 700,715	$ 1,681,563	$ 1,641,364
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	50.3%	32.7%	32.0%	36.3%	34.4%	33.8%	36.1%	53.2%	33.3%	31.1%
FRS Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution	$ 17,975	$ 16,210	$ 16,774	$ 16,929	$ 15,691	$ 16,266	$ 13,538	$ 17,829	$ 25,197	$ 25,197
Contributions in relation to the contractually required contribution	$ 17,975	16,210	16,774	16,929	15,691	16,266	13,538	17,829	25,197	25,197
Contribution deficiency (excess)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Authority's covered-employee payroll	$ 663,203	$ 661,810	$ 802,299	$ 663,259	$ 672,986	$ 635,493	$ 611,634	$ 700,715	$ 1,681,563	$ 1,641,364
Contributions as a percentage of covered-employee payroll	2.7%	2.4%	2.1%	2.6%	2.3%	2.6%	2.2%	2.5%	1.5%	1.5%

NOTE 1: OPEB PLAN

The actuarial methods and assumptions used to calculate the total OPEB liability are described in Note 11 to the financial statements.

The net OPEB liability amount presented for each fiscal year was determined as of September 30 measurement date prior to the fiscal year-end.

The schedule is intended to present ten years of data. Additional years of data will be presented as they become available.

The Authority has not presented a Schedule of Contributions since an actuarially determined contribution has not been calculated and there is no contractually or statutorily determined contribution applicable to the Authority.

NOTE 2: PENSION PLAN

The actuarial methods and assumptions used to calculate the total pension liability (asset) are described in Note 10 to the financial statements.

The net pension liability amounts presented for each fiscal year were determined as of the June 30 measurement date prior to the fiscal year-end.

HIS: The discount rate was modified to reflect the change in the value of the municipal bond index between GASB measurement dates. .

Chapter 2023-193, Laws of Florida (Senate Bill 7024), increased the level of monthly benefits from $5 times years of service to $7.50, with an increased minimum of $45 and a maximum of $225. This change applies to all years of service for both members currently receiving benefits and members not yet receiving benefits.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Operating Revenue and Expenses – Budget and Actual

For the year ended September 30, **2023**

	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	Variance Favorable (Unfavorable)
Operating revenue					
Lease fees					
Commercial	$ 4,964,389	$ -	$ 4,964,389	$ 3,256,737	$ 1,707,652
Residential	1,283,391	-	1,283,391	1,363,688	(80,297)
Interest income	10,392	-	10,392	-	10,392
Other operating revenue	81,846	-	81,846	-	81,846
Total operating revenue	6,340,018	-	6,340,018	4,620,425	1,719,593
Operating expenses					
Personal services	1,446,980	-	1,446,980	1,654,385	207,405
Contractual and professional services	799,000	-	799,000	926,362	127,362
Supplies	39,943	-	39,943	46,685	6,742
Utilities	46,556	-	46,556	57,520	10,964
Advertising and promotion	668,026	-	668,026	721,750	53,724
Capital outlay	712,172	146,868	859,040	1,478,500	619,460
Other operating expense	309,153	-	309,153	412,290	103,137
Total operating expenses before depreciation	4,021,830	146,868	4,168,698	5,297,492	1,128,794
Depreciation	56,380	(56,380)	-	-	-
Total operating expenses	4,078,210	90,488	4,168,698	5,297,492	1,128,794
Operating income (loss)	2,261,808	(90,488)	2,171,320	(677,067)	2,848,387
Non-operating revenue (expenses)					
Grant revenues	56,650	-	56,650	-	56,650
Grant project expenses	(113,300)	-	(113,300)	(1,000,000)	886,700
Payments to Escambia County - fire and rescue	(206,000)	-	(206,000)	(206,000)	-
Other income	(16,283)	-	(16,283)	30,000	(46,283)
Net non-operating revenue (expenses)	(278,933)	-	(278,933)	(1,176,000)	897,067
Change in net position	$ 1,982,875	$ (90,488)	$ 1,892,387	$ (1,853,067)	$ 3,745,454

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Santa Rosa Island Authority
Pensacola Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 16, 2024

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MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated February 16, 2024

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 16, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority met one or more conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor Authority's financial condition, and our financial condition assessment was based in part on representation made by management and review of financial information provided by same.

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Santa Rosa Island Authority reported:

a. The total number of authority employees compensated in the last pay period of the authority's fiscal year as 13.
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the authority's fiscal year as 0.
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as $872,489.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $0
e. Each construction project with a total cost of at least $65,000 approved by the Authority that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
    - Baby Beach/Sharp Point Nourishment and Drainage Improvements Project - $456,698.
f. The Authority did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Directors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 16, 2024

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INDEPENDENT ACCOUNTANT'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have examined Santa Rosa Island Authority's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standard require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirement referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that our examination provides a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 16, 2024

SANTA ROSA
ISLAND AUTHORITY

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
COMMITTEE MEETING MINUTES
MARCH 13, 2024

1-3. A regularly scheduled meeting was held on Wednesday, March 13, 2024, beginning at 5:00pm. Those present were: Chair- Ms. Brigette Brooks, Vice-Chair- Mr. Jeremy Johnson, Secretary Treasurer- Mr. Charles D. Thornton, Board Member- Mr. Jerry Watson, Board Member- Mr. Bubba Peters, Attorney- Ms. Mary Jane Bass, Executive Director- Ms. Leigh Davis, Director of Administration- Ms. Robbie Schrock, Director of Development Services- Mr. Juan C. Lemos and Director of Finance- Ms. Vickie Johnson. Ms. Brigette Brooks led the Pledge of Allegiance, followed by a moment of meditation.

4. COMMITTEE ITEMS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, MR. JEREMY JOHNSON, CHAIR, MR. CHARLES D. THORNTON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) (Staff report by Juan C. Lemos)

Upon motion of Mr. Charles D. Thornton seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) as presented. (3-0)

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

Item #2- Request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) (Staff report by Juan C. Lemos)

Upon motion of Ms. Brigette Brooks seconded by Mr. Charles D. Thornton, the Committee unanimously approved the request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) as presented. (3-0)

Item #3- Approval of changes to the Design Standards Manual (DSM) portion of the Escambia County Land Development Code (LDC) addressing turtle lighting regulations. (Staff report by Juan C. Lemos)

Ms. Brigette Brooks asked if there were significant changes.

Mr. Lemos stated that the proposed changes go into more detail on the regulations.

Upon motion of Mr. Charles D. Thronton seconded by Ms. Brigette Brooks, the Committee unanimously approved repealing Escambia County Design Standards Manual, Chapter 2, Environmental, Article 1, Environmental, Section 1-6, Barrier Island Lighting (Pensacola Beach), and replace with Design Standards Manual, Chapter 2, "Environmental," Article 1, "Environmental," Section 1-6, "Barrier Island Lighting (Pensacola Beach)". (3-0)

Item #4- Request by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine)- for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Upon motion of Ms. Brigette Brooks seconded by Mr. Charles D. Thornton, the Committee unanimously approved by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine) for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented. (3-0)

Item #5- Request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Upon motion of Mr. Charles D. Thornton seconded by Ms. Brigette Brooks, the Committee unanimously approved the request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (3-0)

Item #6- Request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool , per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Upon motion of Ms. Brigette Brooks seconded by Mr. Charles D. Thornton, the Committee unanimously approved the request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented. (3-0)

B. DEVELOPMENT & LEASING COMMITTEE, MR. BUBBA PETERS, CHAIR, MR. JERRY WATSON AND MR. JEREMY JOHNSON, MEMBERS

Item #1- Request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina. (Staff report by Robbie Schrock)

Upon motion of Mr. Jerry Watson seconded by Mr. Jeremy Johnson, the Committee unanimously approved the request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina, paying $500 plus tax annually and continuing to pay all applicable percentages and fees. (Expiring December 31, 2027) (3-0)

Item #2- Request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property. (Staff report by Robbie Schrock)

Mr. Bubba Peters asked who keeps track of the regulation of 179 days.

Mr. Lemos stated that the Development Services Department keeps track and drives around the beach often monitoring these seasonal permits.

Upon motion of Mr. Jerry Watson seconded by Mr. Jeremy Johnson, the Committee unanimously approved the request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property for no more than 179 continuous days per calendar year: paying all applicable percentages and fees. (3-0)

Item #3- Notification by Pier One Marina Gulf Breeze d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- of the Pensacola Beach Yacht Club moving to 3rd floor of PB Marina. (Staff report by Robbie Schrock)

Notification only. No action taken.

Item #4- Approval of a Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee. (Staff report by Leigh Davis)

Upon motion of Mr. Jerry Watson seconded by Mr. Jeremy Johnson, the Committee unanimously approved the Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee contingent upon receiving payment for the accrued legal expenses. (3-0)

Item #5- Request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

Speaker- Tom Jardine- 1112 Via de Luna Dr.

Mr. Tom Jardine voiced his concerns with the leasing system.

Ms. Brigette Brooks stated for the record that taxes were being paid on both the land and improvements for this property.

Upon motion of Mr. Jerry Watson seconded by Mr. Jeremy Johnson, the Committee unanimously approved the request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Expiring September 4, 2149) (3-0)

C. ADMINISTRATIVE COMMITTEE, MR. JERRY WATSON, CHAIR, MR. JEREMY JOHNSON AND MS. BRIGETTE BROOKS, MEMBERS

Item #1- Approval of the revisions to the final six (6) SRIA Board Policies. (Staff report by Leigh Davis)

Speaker- Tom Jardine- 1112 Via de Luna Dr.

Mr. Tom Jardine applauded Ms. Davis and staff for revising all the policies.

Upon motion of Mr. Jeremy Johnson seconded by Ms. Brigette Brooks, the Committee unanimously approved the revisions to the attached list of SRIA Board Policies. (3-0)

5. VISITORS' FORUM

Speaker- Spencer Bagley- Entertainment Director for Laguna's.

Mr. Spencer Bagley introduced himself and updated the Board on the issues and plans to mediate complaints for future Music Festivals.

Speaker- Tom Jardine- 1112 Via de Luna Dr.

Mr. Tom Jardine thanked staff for the new website and for adding the audio recordings of the meetings.

6. ADJOURN

There being no further business to come before the Committees, Chair Ms. Brigette Brooks declared the Committee Meeting of the SRIA Board adjourned at 5:28pm.

Leigh Davis
Executive Director

LD:kg

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)

Policy	Changes
Administration & Leasing Policies	
Commercial Lease Policy	Uniform formatting; changed title to better identify policy content
General Lease Policy	Changed title; added methodology for determining the purchase price of a new commercial or residential lease
Lease Enforcement Alternatives	Uniform formatting; updated ordinance #'s; elaborated on the process that is followed; moved language previously found in General Lease that aligns with this topic
Residential Leases and Amendments	Added methodology for determining new annual lease fee for residential amended and restated leases
Use, Management, & Retention of Email	Repeal; outdated
Finance Policies	
Purchasing Procedures	Uniform formatting; updated dollar amount thresholds to reflect current costs

Pensacola Beach Chamber
Visitor Information Center
Monthly Report from FEBRUARY 2024

MO-END 22/23 #'s done	2024		2023		2022	
Total Visitors	**2052**		**1175**		**466**	
Total Not Signing In	252		180		84	
Total Signing In	1800		998		382	
How Did You Discover Pensacola Beach?						
Advertising	27	**1.50%**	112	**11.22%**	7	**1.83%**
Business	92	**5.11%**	7	**0.70%**	4	**1.05%**
Event/Group	551	**30.61%**	14	**1.40%**	2	**0.52%**
Friend/Relative	376	**20.89%**	244	**24.45%**	94	**24.61%**
Here Before	590	**32.78%**	274	**27.45%**	98	**25.65%**
Internet	342	**19.00%**	224	**22.44%**	177	**46.34%**
Total	1978		875			
Total Wedding Calls	0		2		2	
Total Phone Calls	131		134		55	
Total Mailouts Guides	0		8		66	
Total Virtual Guides	115		82			
Total Handout Guides	390		15			
Total Guides Distributed			**105**		66	
Top 5 States						
Florida	218		Michigan	145	Florida	35
Mississippi	147		Wisconsin	118	Illinois	32
Minnesota	128		Minnesota	46	Wisconsin	32
Wisconsin	14		Florida	46	Kansas	19
Michigan	93		Texas	38	Ohio	18
Top 3 International						
Canada	80		Canada	66	Canada	11
Thailand SE /ASIA	50		Germany	6	Israel	4
Poland	7		Italy/Austria/Polar	2	Puerto Rico	4

Pensacola Beach
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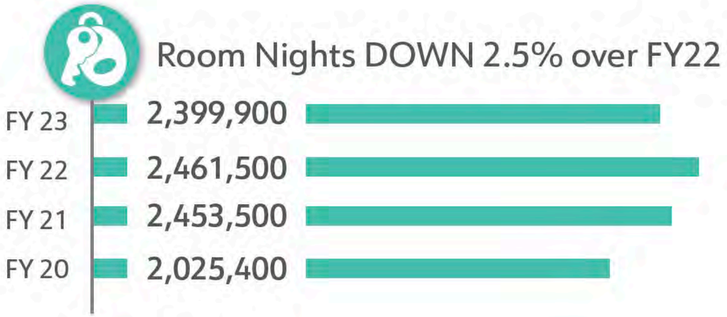
2023 TOURISM RECAP

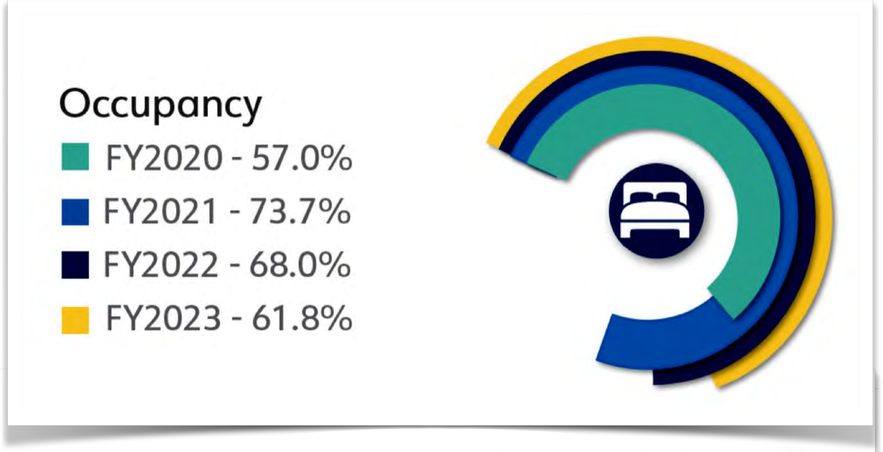
Pensacola FY 2023 visitor and lodging metrics maintained with slight increases and decreases against the unprecedented growth of the past few years.

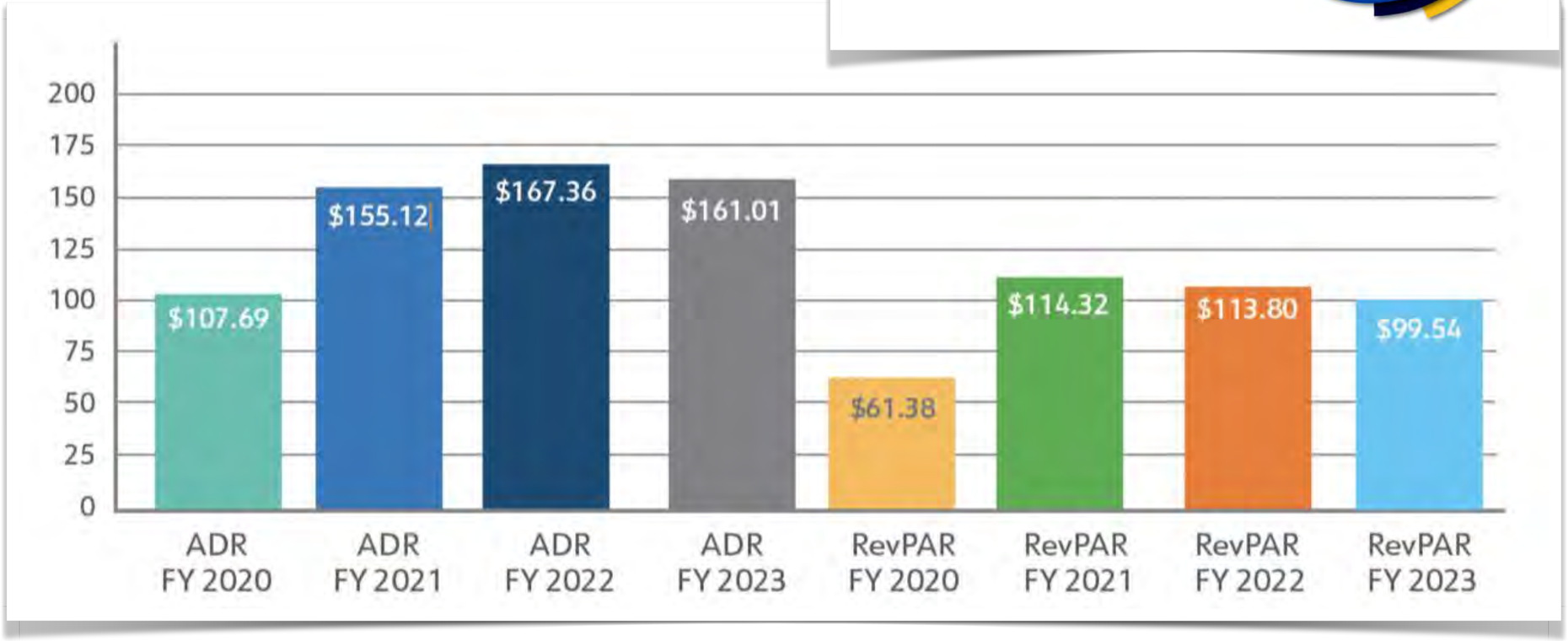


2023 TOURISM RECAP

Occupancy, ADR and RevPAR

Escambia County experienced a decrease in occupancy, yet there was also a 4.9% increase in available units, demonstrating growth.

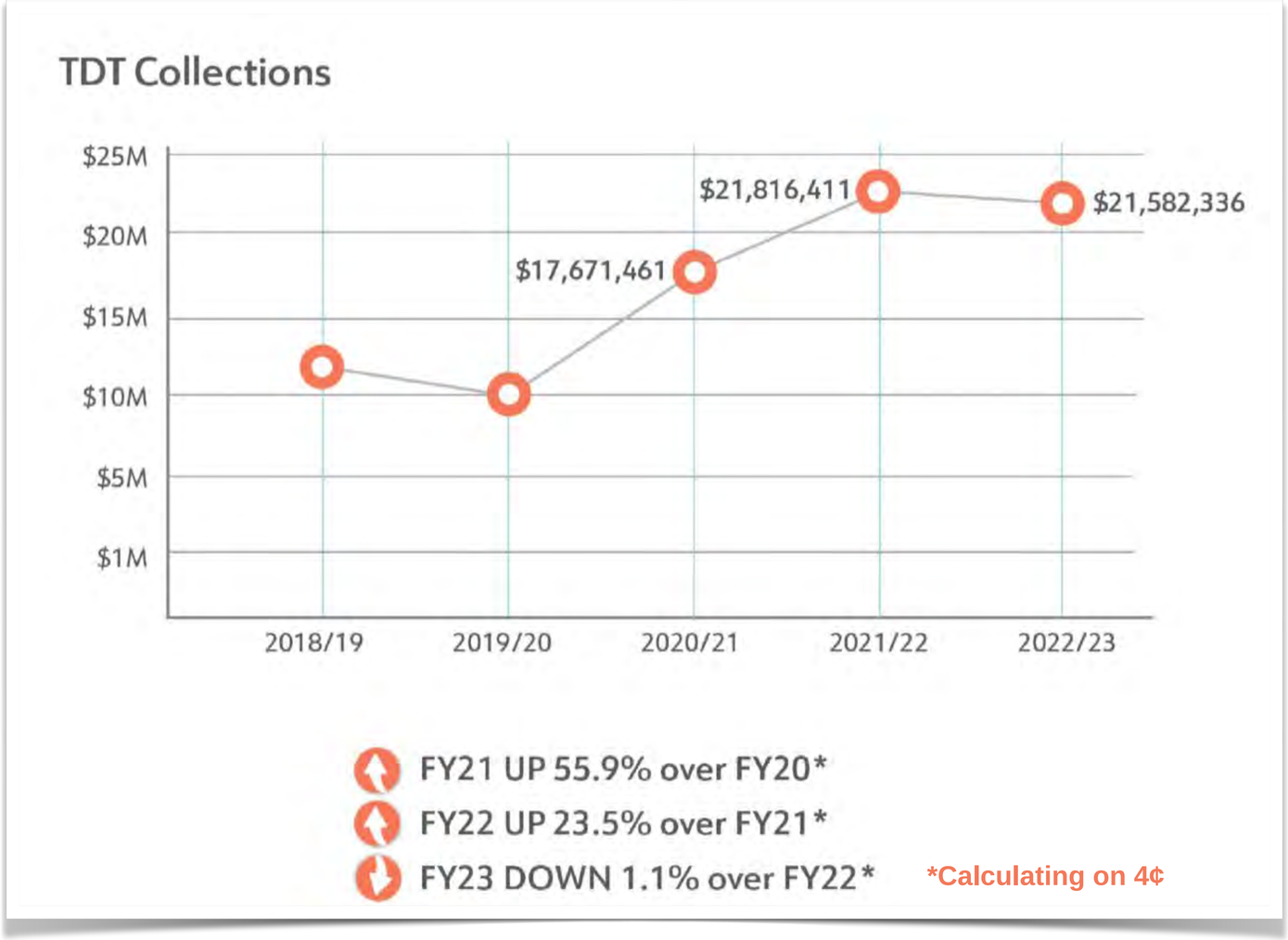




2023 TOURISM RECAP

Tourism Development Tax (TDT)

Despite the challenge of facing record numbers from the past two years, Escambia County realized TDT collections in FY2022/2023 that retained that growth with only a minimal drop 1.1%. The record increase in 2020/2021 was due, in part, to the implementation of the fifth cent of TDT tax. This new one-cent hike began in May 2021.



SRIA MARKETING UPDATE

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SRIA MARKETING INITIATIVES

- **Advertising for SRIA sponsored events:**
  - Bands on the Beach
  - Snowbird Beach Bash
  - Cinemas in the Sand
- **Pensacola Beach Air Show:**
  - Public Information
  - Public Relations Services
  - Graphic Design: posters, invitations, etc.
- **Beach-specific collateral materials:**
  - Pensacola Beach Visitor Guide
  - Maps
- **Website management and maintenance:**
  - VisitPensacolaBeach.com
  - PensacolaBeachEcoTrail.com
  - SRIA-FLA.com
- **Public Relations - as needed**

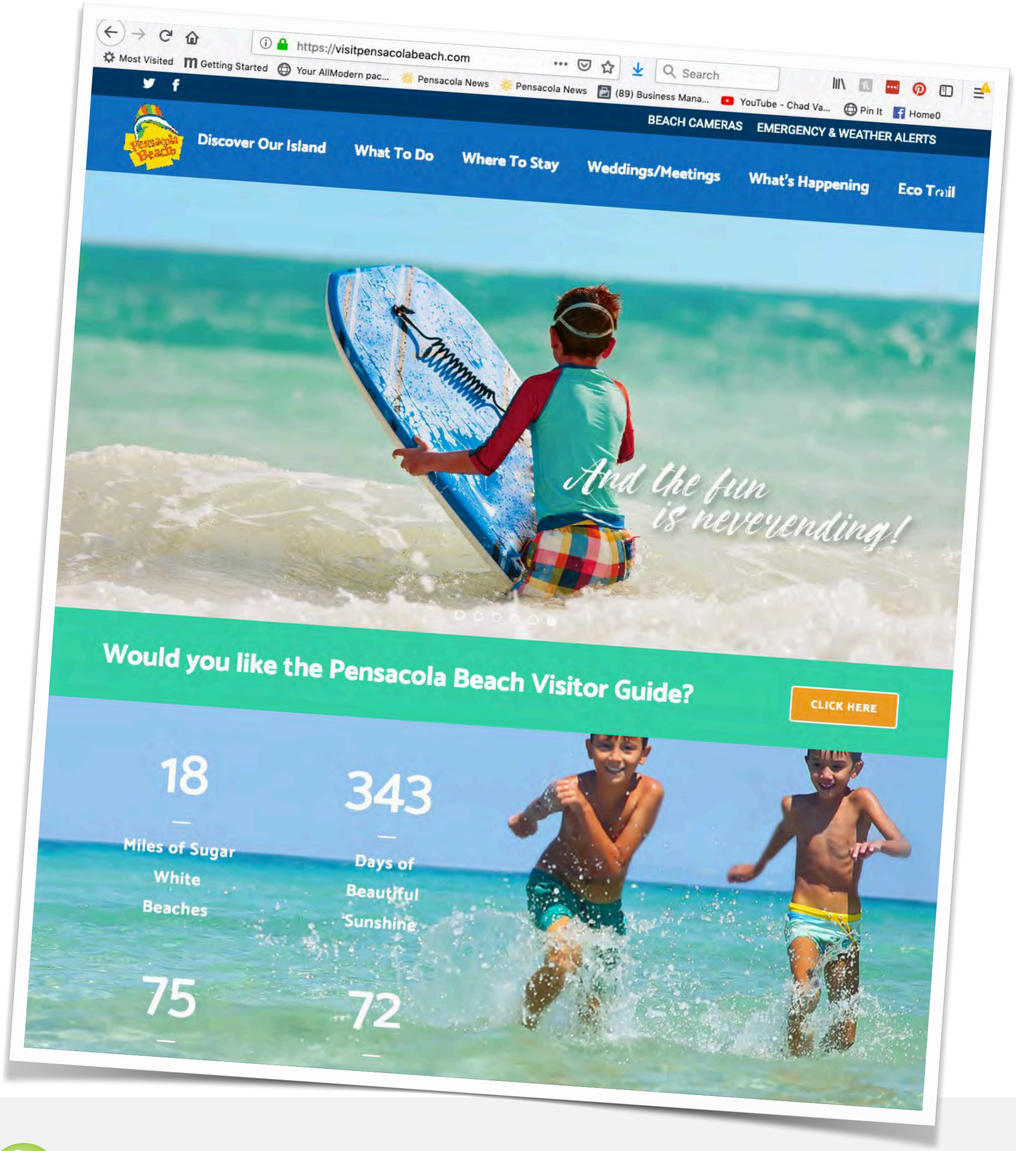
VISITPENSACOLABEACH.COM

2023 Overview

Website Stats:
189,610 new users
518,308 page views

Top Pages:
Web Cams
Home Page
Calendar of Events - Blue Angels
Trolley Information
Bands On the Beach
Trolley Map

Top Cities:
Chicago
New Orleans
Mobile
Dallas
Atlanta



PENSACOLA BEACH AIR SHOW

Media Relations

- Press releases and public relations
- Interviews
- Media rides
- Key influencer rides
- Stunt plane and Stearman rides

Collateral Materials

- Poster
- Blue Angel Spouse’s Luncheon
- Blue Angels Reception

2023 PENSACOLA BEACH AIR SHOW COVERAGE

Home News Community Crime Faith Local Happenings Opinion Business Sports Education

BEACH, NEWS

Full schedule announced for 2023 Pensacola Beach Air Show featuring the U.S. Navy Blue Angels

June 29, 2023 | Staff Reporters

Pensacola's hometown heroes will be front and center at the 2023 Pensacola Beach Air Show, hosted by the Santa Rosa Island Authority (SRIA), July 5-8, 2023. The elite U.S. Navy Blue Angels will headline all events which culminate on Saturday, July 8, with the official Air Show.

local pulse pensacola

INJURED? BRING IT

NEWS ENTERTAINMENT COMMUNITY VOICES LIFESTYLE

Local Aviator Celebrates 30 Years as Air Boss

By Pulse Staff - July 5, 2023

Cat Country 98.7
July 6, 2023

The Mel Tribe is ready to root her on.

Diane Ritchie, Sheila Patten Nichols and 477 others 23 comments 10 shares

WEAR NEWS 3 NEWS WEATHER FEATURES ON WEA

Full schedule for 2023 Pensacola Beach Air Show

by WEAR staff | Thu, June 29th 2023, 10:13 AM CDT

Photo by Brent Kearney

PENSACOLA BEACH, Fla. -- The full schedule for the 2023 Pensa Beach Air Show set for next week has been announced.

"The elite U.S. Navy Blue Angels will headline all events which culminate on Saturday, July 8, with the official Air Show," a release from Santa Rosa Island Authority on Thursday states. "In addition to the Blue Angels, there will be a host of world-class aerobatic performers, as well as interactive exhibits, military recruitment stations, and a Blues Beachside Bazaar vendor market on the ground."

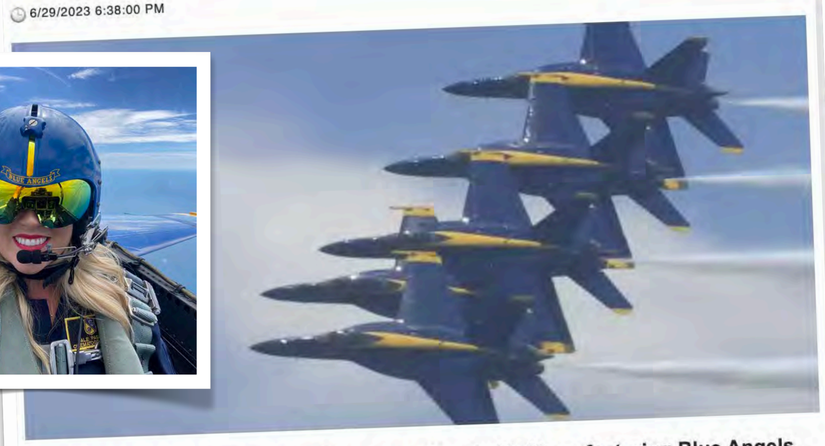
Here is the breakdown:

- "Breakfast with the Blues" kicks things off on Wednesday around 8 a.m. when the Blue Angels arrive and circle overhead to mark the show's coordinates and center points along Pensacola Beach
- The Blue Angels will hold a practice show on Thursday at 2 p.m. over Pensacola Beach
- The Pensacola Beach Air Show dress rehearsal -- featuring flight demonstrations and civilian aerobatic performances -- begins at approximately noon on Friday with the Blue Angels

SEARCH HEAD TOPICS UNITED STATES

Full schedule announced for Pensacola Beach Air Show featuring Blue Angels

6/29/2023 6:38:00 PM



Full scheduled announced for Pensacola Beach Air Show featuring Blue Angels

FOX 10 NEWS

NEWS 5 WKRG News Weather Sports Special Reports Con

ESCAMBIA COUNTY

'Air Boss' celebrates 30 years with Blue Angels Air Show

by: Cody Long
Posted: Jul 7, 2023 / 09:02 PM CDT
Updated: Jul 7, 2023 / 10:25 PM CDT

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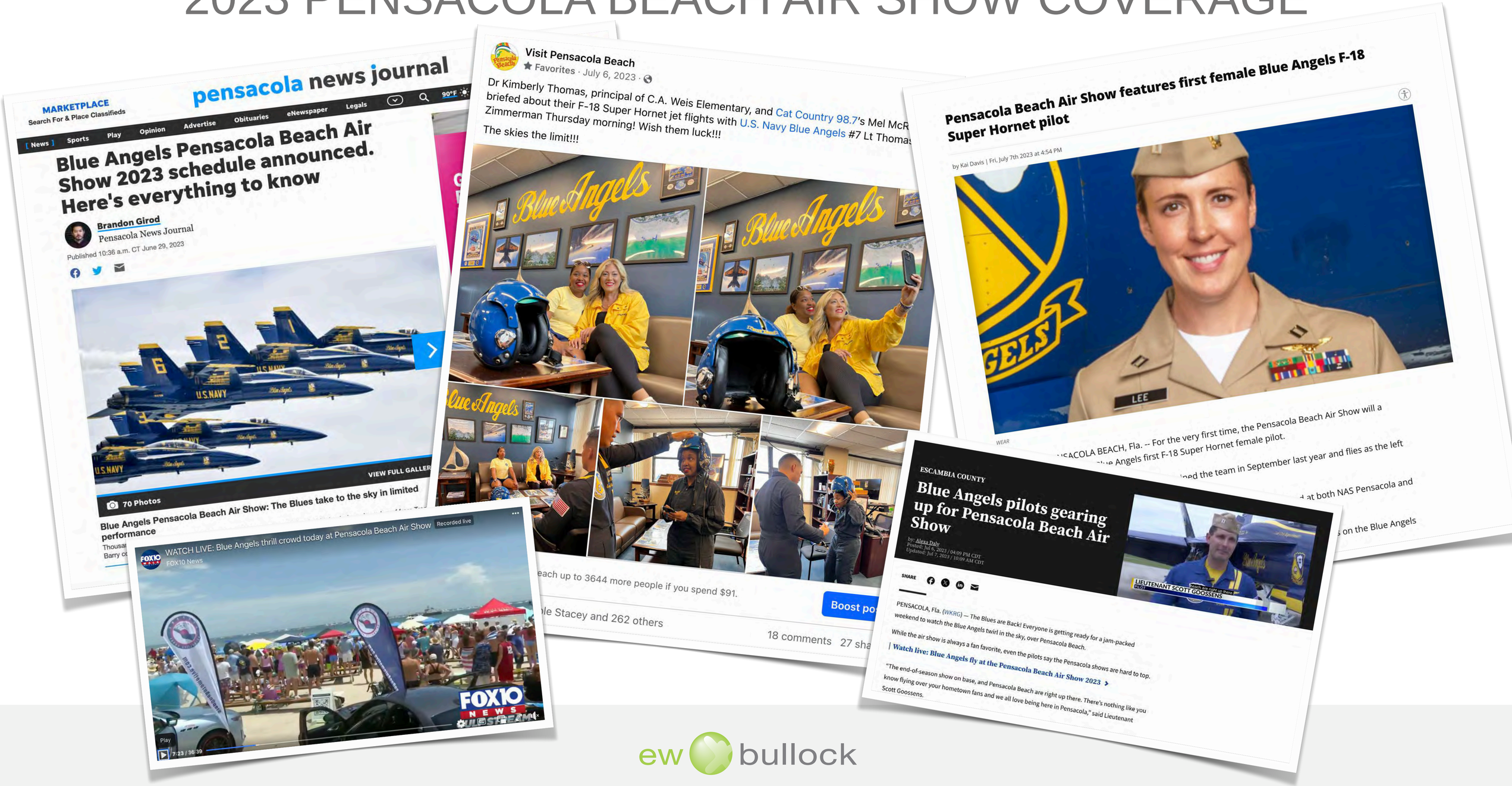
2023 PENSACOLA BEACH AIR SHOW COVERAGE



pensacola news journal

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Blue Angels Pensacola Beach Air Show 2023 schedule announced. Here's everything to know

Brandon Girod
Pensacola News Journal
Published 10:36 a.m. CT June 29, 2023

VIEW FULL GALLER

70 Photos

Blue Angels Pensacola Beach Air Show: The Blues take to the sky in limited performance

Visit Pensacola Beach
Favorites · July 6, 2023 ·

Dr Kimberly Thomas, principal of C.A. Weis Elementary, and Cat Country 98.7's Mel McR briefed about their F-18 Super Hornet jet flights with U.S. Navy Blue Angels #7 Lt Thomas Zimmerman Thursday morning! Wish them luck!!!

The skies the limit!!!

each up to 3644 more people if you spend $91.

Boost po

le Stacey and 262 others

18 comments 27 sha

Pensacola Beach Air Show features first female Blue Angels F-18 Super Hornet pilot

by Kai Davis | Fri, July 7th 2023 at 4:54 PM

SACOLA BEACH, Fla. -- For the very first time, the Pensacola Beach Air Show will a ue Angels first F-18 Super Hornet female pilot.

ined the team in September last year and flies as the left

d at both NAS Pensacola and

s on the Blue Angels

ESCAMBIA COUNTY

Blue Angels pilots gearing up for Pensacola Beach Air Show

by: Alexa Daly
Posted: Jul 6, 2023 / 04:09 PM CDT
Updated: Jul 7, 2023 / 10:09 AM CDT

SHARE

PENSACOLA, Fla. (WKRG) — The Blues are Back! Everyone is getting ready for a jam-packed weekend to watch the Blue Angels twirl in the sky, over Pensacola Beach.

While the air show is always a fan favorite, even the pilots say the Pensacola shows are hard to top.

Watch live: Blue Angels fly at the Pensacola Beach Air Show 2023

"The end-of-season show on base, and Pensacola Beach are right up there. There's nothing like you know flying over your hometown fans and we all love being here in Pensacola," said Lieutenant Scott Goossens.

WATCH LIVE: Blue Angels thrill crowd today at Pensacola Beach Air Show
FOX10 News
Recorded live
FOX10 NEWS
Play
7:23 / 36:39

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CAPTURE PENSACOLA BEACH PHOTO CONTEST 2023-24

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CAPTURE PENSACOLA BEACH PHOTO CONTEST 2023-24

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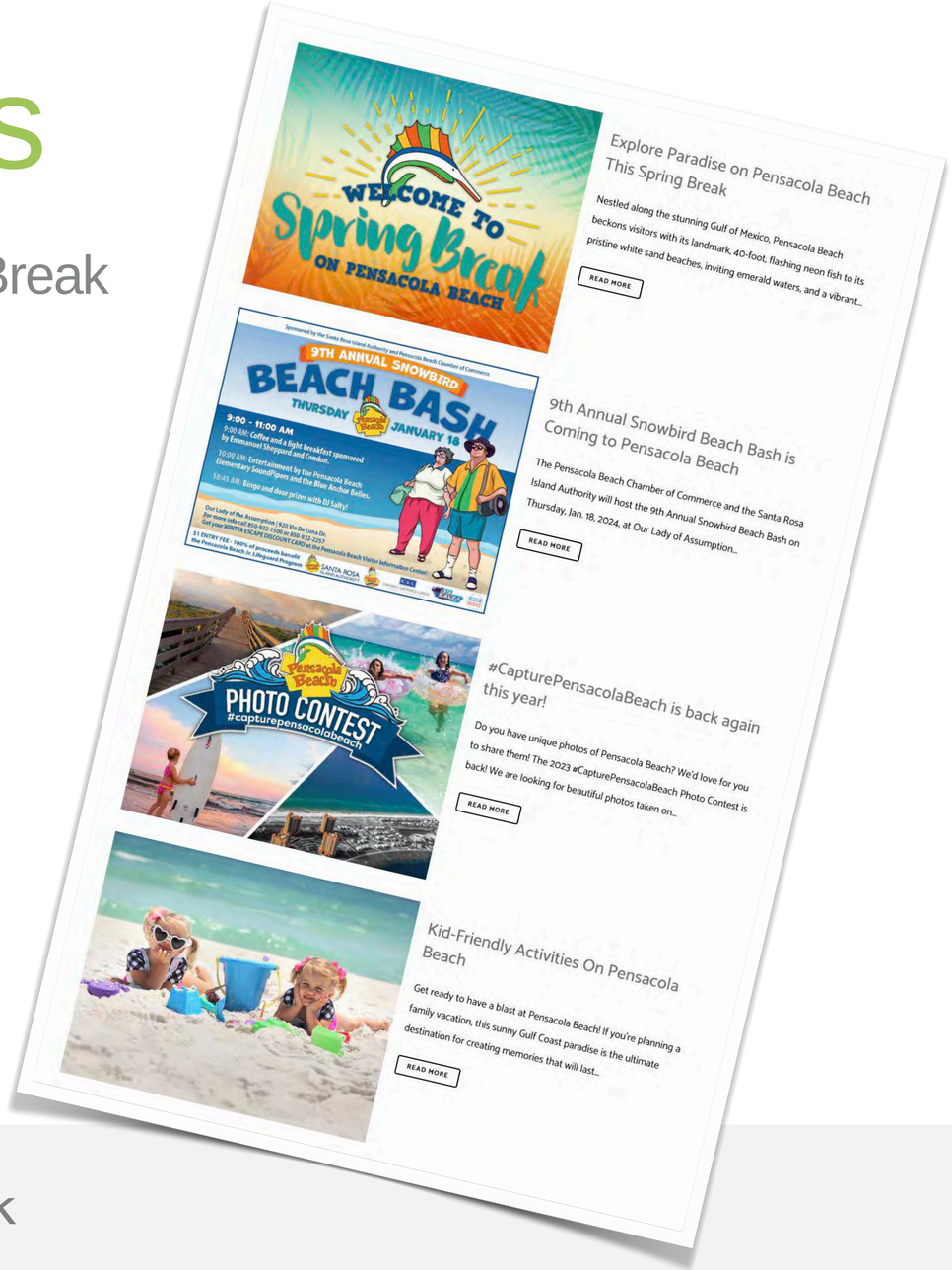
VISITPENSACOLABEACH.COM

E-News & Blog Topics

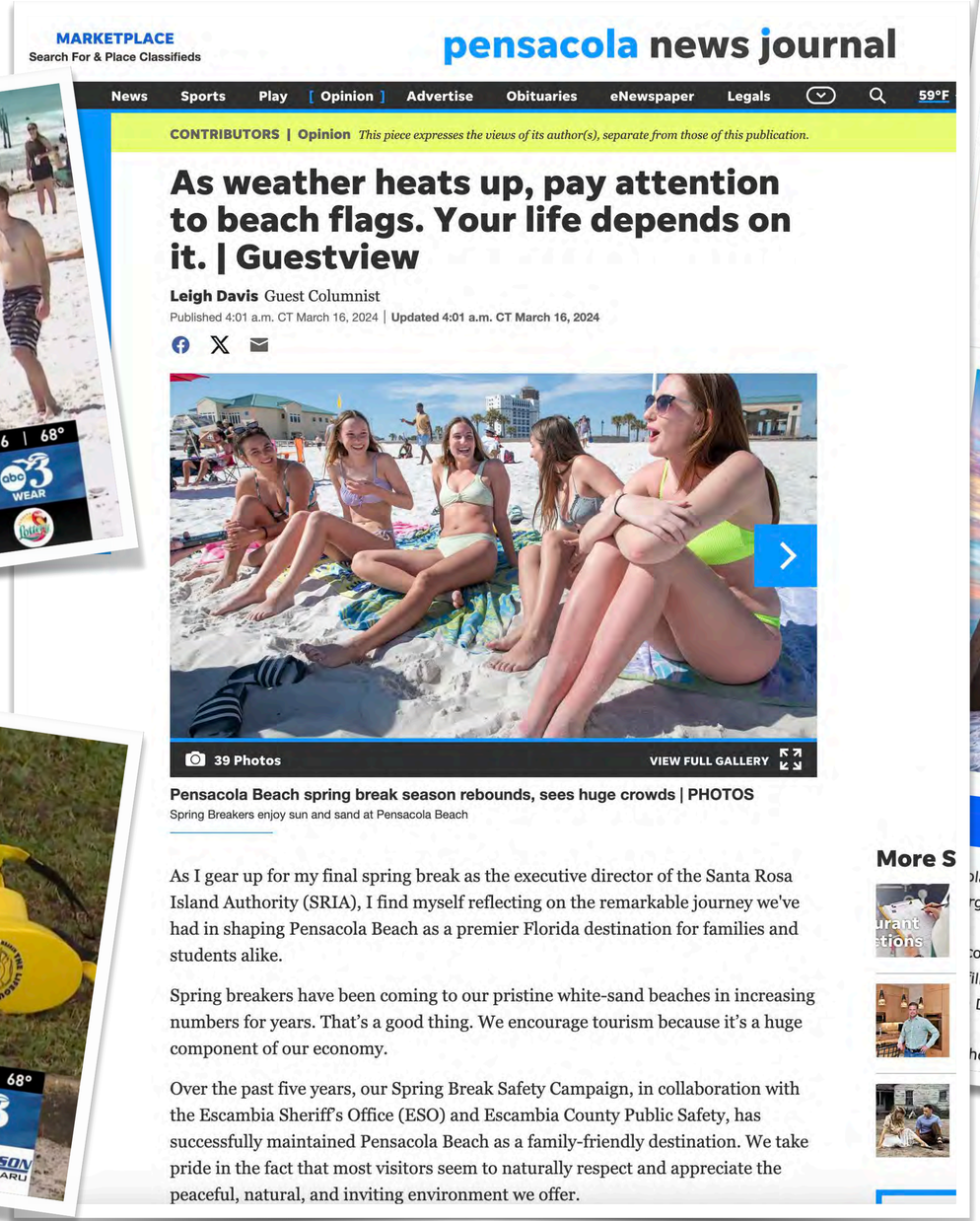
- Explore Paradise on Pensacola Beach This Spring Break
- 9th Annual Snowbird Beach Bash is Coming
- Cinemas in the Sand Coming in March
- #CapturePensacolaBeach is Back!
- Kid-Friendly Activities on Pensacola Beach
- Share the Beach with Shorebirds
- Lights Out! Help Protect Our Sea Turtles
- Plan Ahead for the Pensacola Beach Air Show



RECENT PUBLIC RELATIONS

- SRIA Maintains Class 5 Rating in National Flood Insurance Program
- SRIA Launches New Website
- 2024 Water Rescue Safety Tubes Installation
- Spring Break Safety 2024
- Top 10 Reasons to Visit Pensacola Beach
- 2024 Bands on the Beach Lineup
- 2024 Cinemas in the Sand Kickoff
- SRIA Executive Director Not Seeking Contract Renewal

SPRING BREAK PUBLIC RELATIONS



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News Sports Play [Opinion] Advertise Obituaries eNewspaper Legals 59°F

CONTRIBUTORS | Opinion *This piece expresses the views of its author(s), separate from those of this publication.*

As weather heats up, pay attention to beach flags. Your life depends on it. | Guestview

Leigh Davis Guest Columnist

Published 4:01 a.m. CT March 16, 2024 | **Updated 4:01 a.m. CT March 16, 2024**

39 Photos VIEW FULL GALLERY

Pensacola Beach spring break season rebounds, sees huge crowds | PHOTOS

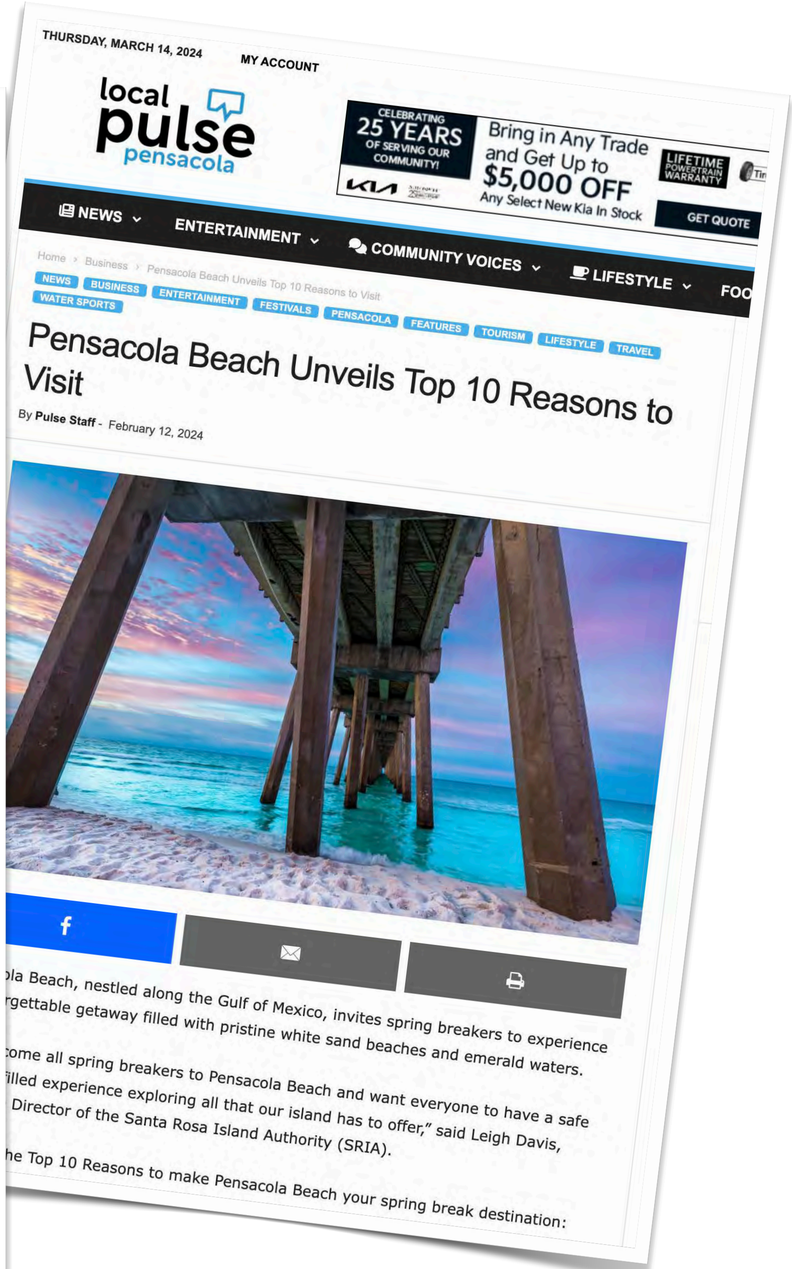
Spring Breakers enjoy sun and sand at Pensacola Beach

As I gear up for my final spring break as the executive director of the Santa Rosa Island Authority (SRIA), I find myself reflecting on the remarkable journey we've had in shaping Pensacola Beach as a premier Florida destination for families and students alike.

Spring breakers have been coming to our pristine white-sand beaches in increasing numbers for years. That's a good thing. We encourage tourism because it's a huge component of our economy.

Over the past five years, our Spring Break Safety Campaign, in collaboration with the Escambia Sheriff's Office (ESO) and Escambia County Public Safety, has successfully maintained Pensacola Beach as a family-friendly destination. We take pride in the fact that most visitors seem to naturally respect and appreciate the peaceful, natural, and inviting environment we offer.

More S



THURSDAY, MARCH 14, 2024 MY ACCOUNT

local pulse pensacola

CELEBRATING 25 YEARS OF SERVING OUR COMMUNITY! Bring in Any Trade and Get Up to $5,000 OFF Any Select New Kia In Stock LIFETIME POWERTRAIN WARRANTY GET QUOTE

NEWS ENTERTAINMENT COMMUNITY VOICES LIFESTYLE FOO

Home › Business › Pensacola Beach Unveils Top 10 Reasons to Visit

NEWS BUSINESS ENTERTAINMENT FESTIVALS PENSACOLA FEATURES TOURISM LIFESTYLE TRAVEL WATER SPORTS

Pensacola Beach Unveils Top 10 Reasons to Visit

By **Pulse Staff** - February 12, 2024

ola Beach, nestled along the Gulf of Mexico, invites spring breakers to experience rgettable getaway filled with pristine white sand beaches and emerald waters.

come all spring breakers to Pensacola Beach and want everyone to have a safe illed experience exploring all that our island has to offer," said Leigh Davis, Director of the Santa Rosa Island Authority (SRIA).

he Top 10 Reasons to make Pensacola Beach your spring break destination:

SPRING BREAK PUBLIC RELATIONS

News Weather Sports Special Reports Community Gulf Coast CW More Search

ESCAMBIA COUNTY

Pensacola Beach businesses gear up for spring break traffic

by: Alexa Daly
Posted: Mar 11, 2024 / 05:27 PM CDT
Updated: Mar 11, 2024 / 05:37 PM CDT

SHARE

PENSACOLA BEACH, Fla. (WKRG) — Beautiful beaches, lively bars and restaurants. That's what's bringing spring breakers to Pensacola Beach.

"I love obviously the beach," Indiana University stude

Pensacola, so I'm excited to kind of explore and you

weather, so that's good."

Terry Thompson Chevrolet vehicle th
police say

Local businesses are expecting to see stude

NEWS 5 THE 4 ON beaches! As WKRG News 5's

Ad

NEW MACH 6: NEXT IN FAST

HOKA

Shop No

"I've never been to

RED CONTENT

Spring Break in Paradise: Pensacola Beach Unveils Top 10 Reasons to Visit

NEWS PROVIDED BY
Pensacola Beach
Feb 12, 2024, 08:22 ET

SHARE THIS ARTICLE

Pensacola Beach, nestled along the Gulf of Mexico, invites spring breakers to experience an unforgettable getaway filled with pristine white sand beaches and emerald waters.

Pensacola Beach invites spring breakers to experience an unforgettable getaway filled with pristine white sand beaches and emerald waters. Here are the top 10 Reasons to make Pensacola Beach your spring break destination this year.

PENSACOLA, Fla., Feb. 12, 2024 /PRNewswire-PRWeb/ -- Pensacola Beach, nestled along the Gulf of Mexico, invites spring breakers to experience an unforgettable getaway filled with pristine white sand beaches and emerald waters.

"We welcome all spring breakers to Pensacola Beach and want everyone to have a safe and fun-filled experience exploring all that our island has to offer," said Leigh Davis, Executive Director of the Santa Rosa Island Authority (SRIA).

Here are the Top 10 Reasons to make Pensacola Beach your spring break destination:

1. Sugar White Sand that Talks: Walk on sand that squeaks beneath your feet, adding magic to your beach stroll. The soft, powdery sand originates from quartz crystals, giving it a brilliant white color and delightful sound.

"We welcome all spring breakers to Pensacola Beach and want everyone to have a safe and fun-filled experience exploring all that our island has to offer," said Leigh Davis, Executive Director of the Santa Rosa Island Authority (SRIA).

WEAR NEWS 3 NEWS WEATHER FEATURES ON WEAR GAME CENTER

Northwest Florida law enforcement prepare to increase beach patrols ahead of Spring Break

by Karris Harmon | Thu, February 29th 2024 at 4:27 PM
Updated Thu, February 29th 2024 at 7:20 PM

WEAR

PENSACOLA, Fla. -- In the next coming days, local beaches will be filled with heavy foot traffic from spring breakers.

Law enforcement agencies say they'll be out if full force to make sure everyone has a good time while remaining safe.

WEAR NEWS 3

WEAR

Lifeguard floats installed around Pensacola Beach in effort to reduce drownings

by Brent Kearney | Fri, March 8th 2024 at 2:36 PM
Updated Fri, March 8th 2024 at 6:15 PM

4 VIEW ALL PHOTOS

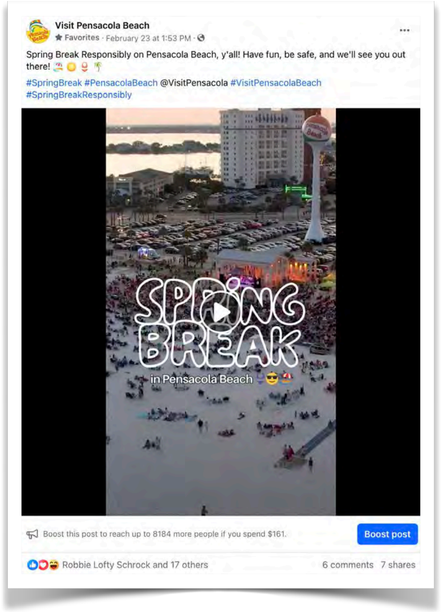
PENSACOLA BEACH, Fla. -- Extra safety measures are now in place on Pensacola Beach.

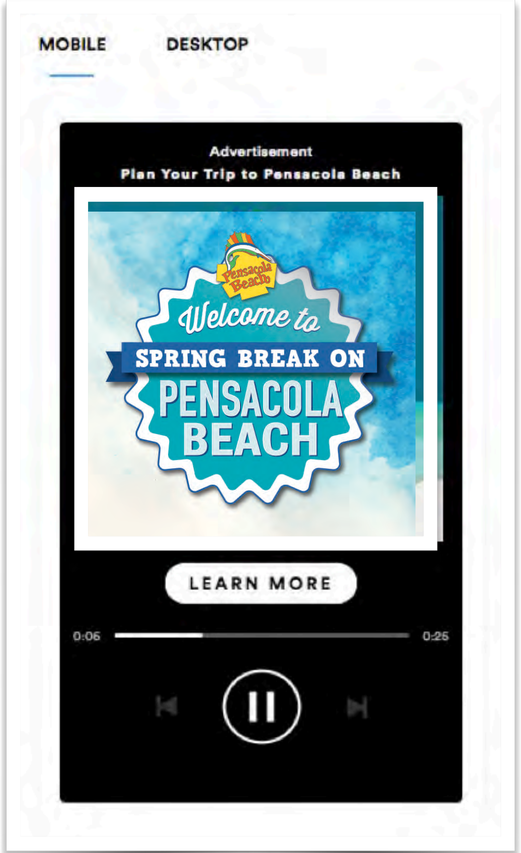
The Pensacola Rotary Club and Santa Rosa Island Authority installed lifeguard floats along the beach with the hopes of reducing the number of drownings and water rescues this year in the Gulf.

Lifeguard floats installed around Pensacola B...

They were placed Friday morning at five different locations mainly where lifeguards don't regularly patrol.

PENSACOLA BEACH - SPRING BREAK 2024





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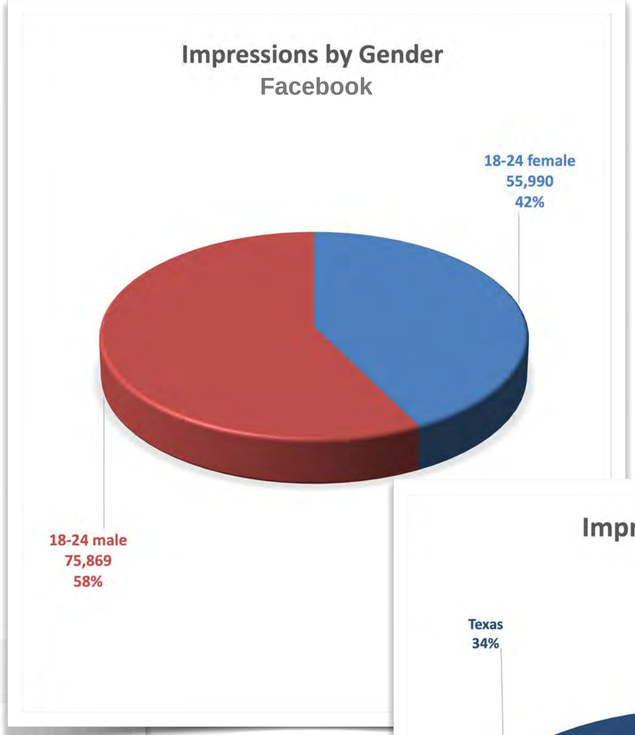
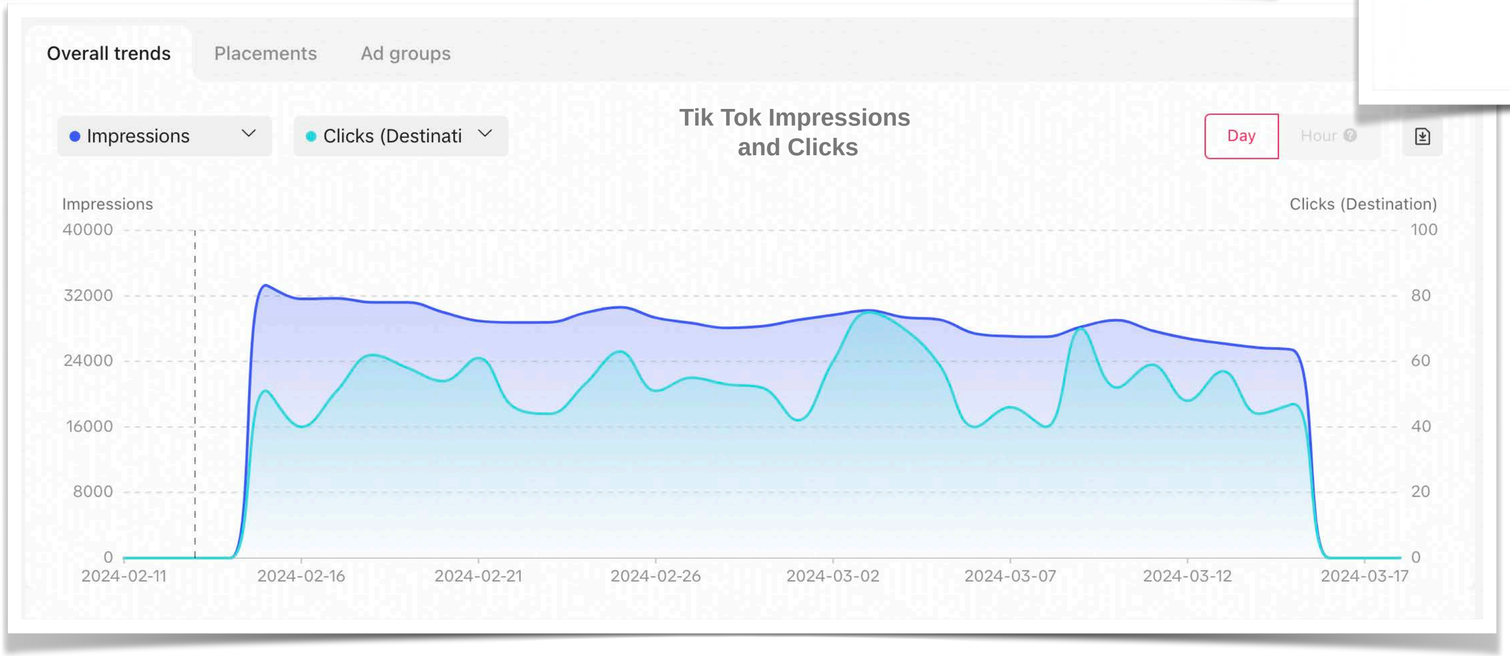
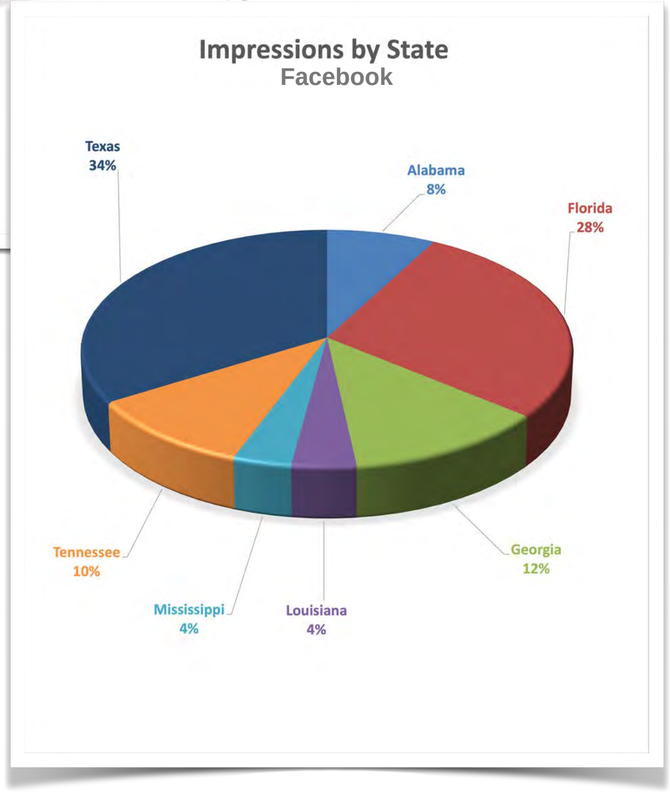
2024 SPRING BREAK SOCIAL MEDIA RESULTS

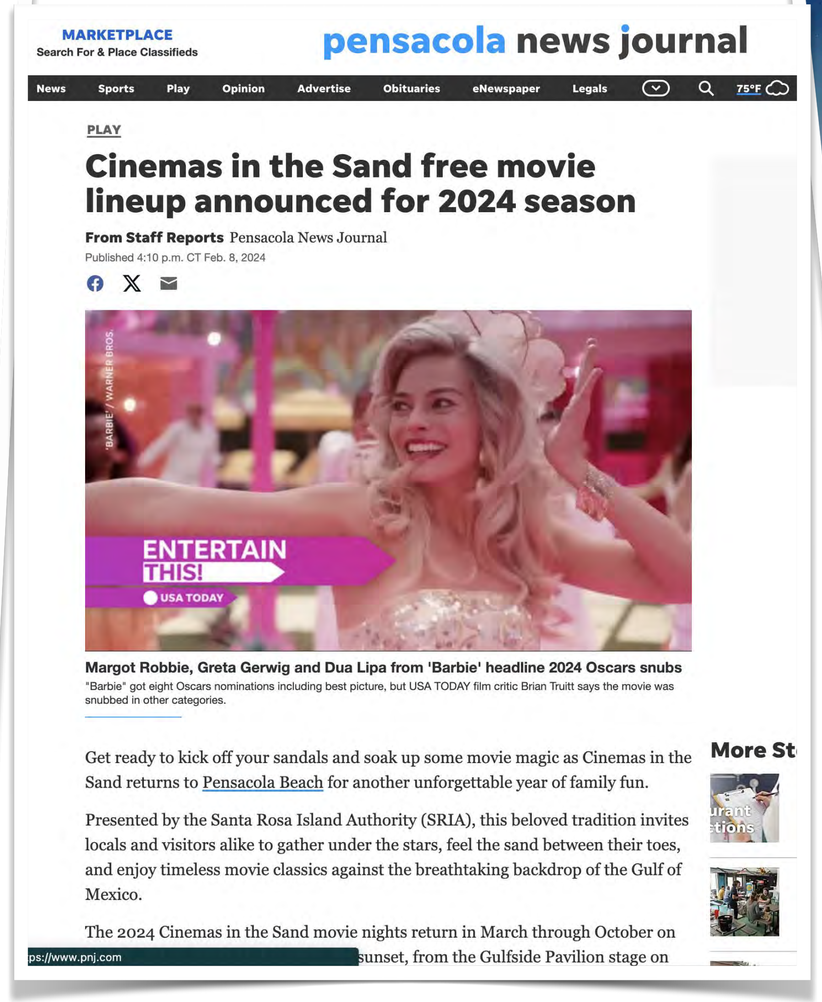






CINEMAS IN THE SAND
PUBLIC RELATIONS

Poster



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PLAY

Cinemas in the Sand free movie lineup announced for 2024 season

From Staff Reports Pensacola News Journal
Published 4:10 p.m. CT Feb. 8, 2024

ENTERTAIN THIS! USA TODAY

Margot Robbie, Greta Gerwig and Dua Lipa from 'Barbie' headline 2024 Oscars snubs
"Barbie" got eight Oscars nominations including best picture, but USA TODAY film critic Brian Truitt says the movie was snubbed in other categories.

Get ready to kick off your sandals and soak up some movie magic as Cinemas in the Sand returns to Pensacola Beach for another unforgettable year of family fun.

Presented by the Santa Rosa Island Authority (SRIA), this beloved tradition invites locals and visitors alike to gather under the stars, feel the sand between their toes, and enjoy timeless movie classics against the breathtaking backdrop of the Gulf of Mexico.

The 2024 Cinemas in the Sand movie nights return in March through October on [redacted] sunset, from the Gulfside Pavilion stage on

More St

Press

PENSACOLA BEACH CINEMAS IN THE SAND 2024

Visit Pensacola Beach
Favorites · March 1 at 8:36 AM

The Santa Rosa Island Authority (SRIA) invites families and friends, young and old, to unpack their beach chairs and blankets, dig their toes in the sand, and spend a Friday evening cozied up on Pensacola Beach while enjoying a FREE classic family film.

The 2024 Cinemas in the Sand movie nights return in March through October on the following Friday nights from the Gulfside Pavilion on Casino Beach. Each movie will begin at sunset.

2024 Cinemas in the Sand Lineup:

4 comments 6 shares

Visit Pensacola Beach
Favorites · 17h

Who is looking forward to tomorrow night? It's our first Cinemas in the Sand beginning at 7pm with Shrek. 💚

PENSACOLA BEACH CINEMAS IN THE SAND
MARCH 15: Shrek
Pensacola Beach Gulfside Pavilion
Friday nights starting at sunset
SANTA ROSA ISLAND AUTHORITY
POSTCARD

TODAY AT 7 PM
Cinemas in the Sand: Shrek - March 15, 2024
Gulfside Pavilion, 20 Casino Beach Boardwalk, Pensacola Beach, Fl 32561
Robbie, Benae and 6 friends
Interested

Social

2024 BANDS ON THE BEACH PROMOTIONS

Facebook Promotion

New logo

Print Ads

Billboard

Digital Ads

Poster

BANDS ON THE BEACH PUBLIC RELATIONS

THURSDAY, MARCH 14, 2024 MY ACCOUNT

local pulse pensacola

local pulse pensacola our city your

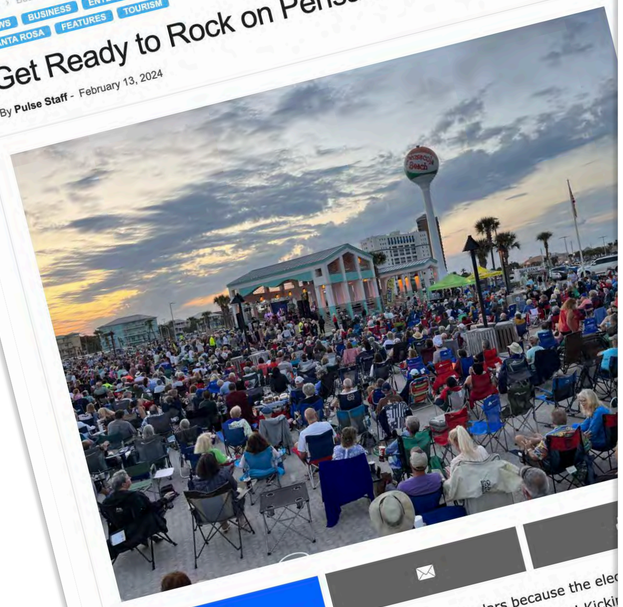
NEWS ENTERTAINMENT COMMUNITY VOICES LIFESTYLE FOO

Home › Business › Get Ready to Rock on Pensacola Beach!

NEWS BUSINESS ENTERTAINMENT LIFESTYLE ESCAMBIA COUNTY EVENTS FESTIVALS MUSIC PENSACOLA SANTA ROSA FEATURES TOURISM

Get Ready to Rock on Pensacola Beach!

By Pulse Staff - February 13, 2024



Break out your dancing shoes and mark your calendars because the elec
concert series, Bands on the Beach, is back and better than ever! Kicki
2024, this highly anticipated event promises a musical extravaganza s
to country, pop to funk, and everything in between.

Hosted by the Santa Rosa Island Authority and set against the stun
Gulf of Mexico at the Gulfside Pavilion on Pensacola Beach, Bands o
weekly concerts every Tuesday night from 7-9 p.m. Get ready to g
regional favorites while enjoying the salty breeze and panoramic views.

SCENE PENSACOLA

NEWS SHOWS BANDS VENUES REVIEWS MERCH ABOUT

Bands On The Beach 2024 Schedule Announced

Warmer days are on the way, which means Bands On The Beach is right around the corner! Check out this years full lineup here!

Bands On The Beach 2024 takes place Apr 2 - Oct 29.

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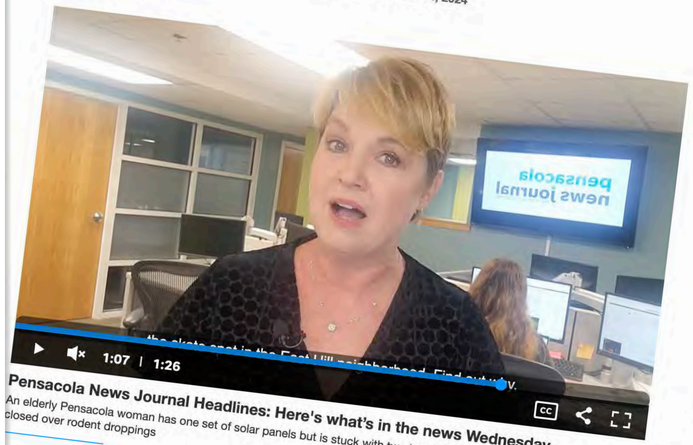
PLAY

Bands on the Beach 2024 performance schedule announced

Lisa Nellessen Savage
Pensacola News Journal

Published 4:24 a.m. CT Feb. 14, 2024 | Updated 10:20 a.m. CT Feb. 14, 2024



1:07 | 1:26

Pensacola News Journal Headlines: Here's what's in the news Wednesday
An elderly Pensacola woman has one set of solar panels but is stuck with two loans, and which waterfront restaurant is closed over rodent droppings

he electrifying summer concert series, Bands on the Beach, is back and better
han ever, according to organizers. Kicking off April 2, this highly anticipated event
romises a musical extravaganza spanning from rock to country, pop to funk, and
erything in between.

sted by the Santa Rosa Island Authority and set against the stunning backdrop
he Gulf of Mexico at the Gulfside Pavilion on Pensacola Beach, Bands on the
ch offers free weekly concerts every Tuesday night from 7-9 p.m.

Cat Country 98.7 hyping up the crowd before each performance, you know
e in for a night to remember. Don't forget to pack your lawn chairs and
ets for maximum comfort! Dogs and glassware are not allowed.

Advertisement

More

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VISITOR GUIDE

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BEACH MAP

COME ON & TAKE A FREE RIDE!

On the Beach Trolley

Travel "Island Style" on a FREE Beach Trolley! There are so many things to see and do on Pensacola Beach, and our beach trolleys make it easy to enjoy them all! From Park West to Parking Lot 28B, our FREE beach trolleys make getting around a breeze!

Trolley Schedule

Memorial Day to Labor Day • 4 P.M. to Midnight (Last call at 11:30 P.M.)
Three Trolleys Run Seven Days a Week

Where's your trolley? Find it using the Trolley Tracker!

Web: visitpensacolabeach.com/trolleytracker
Text: 41411 sria (space) stop number
Phone: (850) 602-9384
Scan: QR code with your smartphone

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THANK YOU!

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March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-1

Request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) (Staff report by Juan C. Lemos)

Background:

Plans for the construction of a new SFR structure located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) were submitted and, the execution of an Amendment by the leaseholder is a requirement of the approval process for all **new construction**, and/or substantial improvements to existing structures on Pensacola Beach.

The Amendment is a supplement to the Master Lease, whereby the leaseholder agrees to build to current, conforming codes and regulations, as well as abiding by regulations for the area below the base flood elevation (storage, parking and access)

Recommendation:

Staff recommends approval of the request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) as presented.

Committee Action:

The Committee unanimously approved the request by Todd and Leslie Metten- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 1412 Ariola Dr. (Lots 13&14, Block 42, Villa Segunda) as presented.

March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-2

Request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) (Staff report by Juan C. Lemos)

Background:

Plans for the construction of a new SFR structure located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) were submitted and, the execution of an Amendment by the leaseholder is a requirement of the approval process for all **new construction**, and/or substantial improvements to existing structures on Pensacola Beach.

The Amendment is a supplement to the Master Lease, whereby the leaseholder agrees to build to current, conforming codes and regulations, as well as abiding by regulations for the area below the base flood elevation (storage, parking and access)

Recommendation:

Staff recommends approval of the request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) as presented.

Committee Action:

The Committee unanimously approved the request by Sitton Pretty, Inc.- for the approval and execution of an Amendment to Single-Family Residential Lease Agreement Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement), for a new SFR construction project located at 921 Panferio Dr. (Lot 1, Block 28, Villa Segunda) as presented.

March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-3

Approval of changes to the Design Standards Manual (DSM) portion of the Escambia County Land Development Code (LDC) addressing turtle lighting regulations. (Staff report by Juan C. Lemos)

Background:

Since our previous adoption of the turtle light ordinances for Pensacola Beach, the State Model Ordinance has now expanded language for various lighting scenarios. The intent of the ordinance is to adopt updated lighting regulations and technical requirements for Pensacola Beach. The adopted language will be moved to the DSM, to maintain consistency with other county codes.

Recommendation:

Staff recommends approval to repeal Escambia County Design Standards Manual, Chapter 2, Environmental, Article 1, Environmental, Section 1-6, Barrier Island Lighting (Pensacola Beach), and replace with Design Standards Manual, Chapter 2, "Environmental," Article 1, "Environmental," Section 1-6, "Barrier Island Lighting (Pensacola Beach)".

Committee Action:

The Committee unanimously approved repealing Escambia County Design Standards Manual, Chapter 2, Environmental, Article 1, Environmental, Section 1-6, Barrier Island Lighting (Pensacola Beach), and replace with Design Standards Manual, Chapter 2, "Environmental," Article 1, "Environmental," Section 1-6, "Barrier Island Lighting (Pensacola Beach)".

March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-4

Request by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine)- for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Background:

The Leaseholders for 264 Sabine Dr. (Lot 58, Block B, Villa Sabine) Mark and Lisa McDaniel are requesting approval to install a fence on their waterfront property and per Sec. 5-9.4 (e) (4) of the LDC states in part: "Fences to be erected on lots having water frontage must be approved by the AEC prior to construction." Attachment #1

Recommendation:

Staff recommends approval of the request by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine) for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented.

Committee Action:

The Committee unanimously approved by Mark and Lisa McDaniel- 264 Sabine Dr. (Lot 58, Block B, Villa Sabine) for approval to install 176 linear feet of 4' tall vinyl picket fence along the sides of their waterfront property, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented.

March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-5

Request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Background:

Christopher and Mollie Landry are requesting to change the right front fence (along the structure, not exceeding beyond it) from 6' tall aluminum to a 6' tall vinyl privacy fence to match the neighbors existing and adding a 6' tall vinyl privacy fence to the right side of the new jacuzzi, per Sec. 5-9.4 (e) (4) of the LDC states in part: "Fences to be erected on lots having water frontage must be approved by the AEC prior to construction." Attachment #1

Recommendation:

Staff recommends approval of the request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC).

*The proposed fence must meet all state, federal and local regulations for swimming pool safety, and be inspected by Escambia County.

Committee Action:

The Committee unanimously approved the request by Christopher and Mollie Landry- 104 Siguenza Dr. (Lot 6, Block B, Villa Sabine)- for approval of a modification to the previously approved fence on the waterfront property for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC).

March 27, 2024
Regular Board Meeting
Architectural & Environmental Committee
Consent Agenda Item A-6

Request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC). (Staff report by Juan C. Lemos)

Background:

The Leaseholders for 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine) Steven and Patricia Wilson, Trustees are requesting approval to install a fence on their waterfront property for an in-ground swimming pool and per Sec. 5-9.4 (e) (4) of the LDC states in part: "Fences to be erected on lots having water frontage must be approved by the AEC prior to construction." Attachment #1

Recommendation:

Staff recommends approval of the request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented.

*The proposed fence must meet all state, federal and local regulations for swimming pool safety, and be inspected by Escambia County.

Committee Action:

The Committee unanimously approved the request by Steven and Patricia Wilson, Trustees- 102 Siguenza Dr. (Lot 5, Block B, Villa Sabine)- for approval to install 201 linear feet of 6' tall vinyl picket fence with 2 gates and 97 linear feet of 4' aluminum fence on each side and across the rear of their waterfront property, for an in-ground swimming pool, per Sec. 5-9.4 (e) (4) of the Escambia County Land Development Code (LDC) as presented.

March 27, 2024
Regular Board Meeting
Development & Leasing Committee
Consent Agenda Item B-1

Request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina. (Staff report by Robbie Schrock)

Background:

Pensacola Beach Marina has had a non-exclusive license agreement for the use of the overflow parking lot since 2008. Mr. Wheatley is requesting to renew the license agreement for another three-year term, with the option to renew for an additional three years. The current fee for this agreement is $500 plus tax, annually and expires on December 31, 2024.

Recommendation:

Staff recommends approval of the request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina, paying $500 plus tax annually and continuing to pay all applicable percentages and fees. (Expiring December 31, 2027)

Committee Action:

The Committee unanimously approved the request by Scott Wheatley, Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd- to renew the license agreement for additional parking at the Pensacola Beach Marina, paying $500 plus tax annually and continuing to pay all applicable percentages and fees. (Expiring December 31, 2027)

March 27, 2024
Regular Board Meeting
Development & Leasing Committee
Consent Agenda Item B-2

Request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property. (Staff report by Robbie Schrock)

Background:

The Squeeze will take over the previous Cumaru bar location on the ground floor of the Pensacola Beach Marina. They will be open seasonally seven days a week from 7am-5pm. Based on the Escambia County Land Development Code temporary use allowances, The Squeeze will operate no more than 179 continuous days in a calendar year. The master lessee and sublessee will be required to complete a seasonal use permit with the SRIA annually to operate in this location. All service equipment will be fitted with quick disconnects to remove the equipment in the event of an impending storm in accordance with the seasonal permit agreement.

Recommendation:

Staff recommends approval of the request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property for no more than 179 continuous days per calendar year: paying all applicable percentages and fees.

Committee Action:

The Committee unanimously approved the request by Pier One Marina Gulf Breeze, LLC d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- to sublease to The Squeeze- to operate a seasonal food and juice bar on leasehold property for no more than 179 continuous days per calendar year: paying all applicable percentages and fees.

March 27, 2024
Regular Board Meeting
Development & Leasing Committee
Consent Agenda Item B-3

Notification by Pier One Marina Gulf Breeze d/b/a Pensacola Beach Marina- 655 Pensacola Beach Blvd.- of the Pensacola Beach Yacht Club moving to 3rd floor of PB Marina. (Staff report by Robbie Schrock)

Background:

At the May 24, 2023 meeting, the Board gave final approval for the sublease, the Pensacola Beach Yacht Club, to utilize the 2nd floor of the Pensacola Beach Marina.

Recently, staff received notice that the Pensacola Beach Yacht Club was utilizing the 3rd floor at the Pensacola Beach Marina due to the original location on the 2nd floor needing renovations.

As of now, the 2nd floor of the Pensacola Beach Marina remains vacant until proper permits have been pulled for the needed renovations.

Recommendation:

Notification only. No action required.

Committee Action:

Notification only. No action taken.

March 27, 2024
Regular Board Meeting
Development & Leasing Committee
Consent Agenda Item B-4

Approval of a Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee. (Staff report by Leigh Davis)

Background:

At the July 26, 2023, Board meeting, the Board conceptually approved a request by 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee), located at 400 Quietwater Beach Rd. #9 & #11, to enter into a tri-party Consent and Recognition Agreement to protect the interests of the Sublessee.

The proposed Agreement is now provided for final review and consideration (Attachment #1).

Analysis:

A Consent and Recognition Agreement is executed to provide assurances of continued operations and protection of Sublessee interests should the Master Lessee default on its lease. As Lessor of the property, the SRIA should be a party to such agreements. The concept is similar to that of tri-party Agreements of Ground Lessor which are agreements between a Lessee and its Lender that includes provisions to induce the Lender to make a loan.

Legal expenses associated with these types of agreements are typically paid by the requesting entity (Leaseholder or Sublessee), and payment of the expenses associated with this Agreement is in progress.

Recommendation:

Staff recommends approval the Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee contingent upon receiving payment for the accrued legal expenses.

Committee Action:

The Committee unanimously approved the Consent and Recognition Agreement with 11th Street, LC (Master Lessee) and Señor Frog's (Sublessee)- 400 Quietwater Beach Rd. #9 & #11- to protect the interests of the Sublessee contingent upon receiving payment for the accrued legal expenses.

March 27, 2024
Regular Board Meeting
Development & Leasing Committee
Consent Agenda Item B-5

Request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

Background:

The lease for 312 Ariola Dr. expires September 4, 2050. The leaseholders are exercising their right to renew the lease with "like covenants, provisions and conditions as are in the lease contained, including an option for further renewals".

Recommendation:

Staff recommends approval of the request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Expiring September 4, 2149)

Committee Action:

The Committee unanimously approved the request by 312 Ariola, LLC- 312 Ariola Dr.- Lot 8, Block 17, Villa Primera- to renew their lease for another 99-year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Expiring September 4, 2149)

March 27, 2024
Regular Board Meeting
Administrative Committee
Consent Agenda Item C-1

Approval of the revisions to the final six (6) SRIA Board Policies. (Staff report by Leigh Davis)

Background:

Staff has been diligently working to update and improve the SRIA Board Policy Manual so that all SRIA Policies are current and enforceable. The following six (6) policies need revision or repeal (attachment #1). For reference and review, each recommended policy is attached with proposed revisions (attachment #2).

Analysis:

The following policies are recommended for revision.

- Commercial Lease Policy
- General Lease Policy
- Lease Enforcement Alternatives
- Residential Leases and Amendments
- Use, Management, & Retention of Email
- Purchasing Procedures

Recommendation:

Staff recommends approval of the revisions to the attached list of SRIA Board Policies.

Committee Action:

The Committee unanimously approved the revisions to the attached list of SRIA Board Policies.

March 27, 2024
Regular Agenda
Old Business Item #1

Ratification of the SRIA Board Policy Manual. (Staff report by Leigh Davis)

Background:

Over the last six months, staff has been diligently working on a comprehensive review of the SRIA Board Policy Manual. Multiple agenda items with recommended updates and changes were provided to the Board for consideration and action.

Analysis:

All policies have now been updated or repealed. The final version of the policy manual in its entirety needs be ratified and adopted by the Board. (Attachment #1)

Once adopted, staff intends to make the manual available on the SRIA website to provide accessibility to leaseholders and other interested parties. Additionally, Board members will receive an electronic copy of the new SRIA Board Policy Manual via email.

Recommendation:

Staff recommends ratification and adoption of the updated SRIA Board Policy Manual, as presented.

SANTA ROSA ISLAND AUTHORITY

Board Policy Manual

Current as of March 27, 2024

All SRIA Board Policies are subject to change at the discretion of the SRIA Board.

SRIA Board Policy Manual
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Administration & Leasing Policies		Adopted/Revised
1.1	Beach Rental Services	*(10/25/2023)*
1.2	Collection of Social Security Numbers	*(10/25/2023)*
1.3	Combination of Residential Leaseholds and Leases	*(10/25/2023)*
1.4	Commercial Lease Extensions	*(10/25/2023)*
1.5	Commercial Lease Standards and Percentage Fees	*(03/27/2024)*
1.6	Criteria for Business Listings on visitpensacolabeach.com	*(01/24/2024)*
1.7	Establishing Purchase Price for New Leases	*(03/27/2024)*
1.8	Lease Amendments Regarding Vesting of Title	*(01/24/2024)*
1.9	Lease Enforcement Alternatives *** +**	*(03/27/2024)*
1.10	Lease Fee Reduction **+**	*(01/24/2024)*
1.11	Local Business Preference	*(01/24/2024)*
1.12	Minimum Annual Lease Fee Establishment **+**	*(10/25/2023)*
1.13	Mobile Vendor Services	*(10/25/2023)*
1.14	Motorized Watercraft Concessions on the Gulf of Mexico	*(10/25/2023)*
1.15	Non-Enforcement of HOA Covenants and Restrictions	*(10/25/2023)*
1.16	Non-Operational Hotel Interruption Fee	*(10/25/2023)*
1.17	Procedure for Development/Lease/Land Use Changes *****	*(02/28/2024)*
1.18	Public Records Request Fee Schedule	*(10/25/2023)*
1.19	Reader Board/Electronic Sign Usage	*(10/25/2023)*
1.20	Reimbursement of SRIA Fees for Charitable Organizations **+**	*(10/25/2023)*
1.21	Reporting of Commercial Rental Income **+**	*(10/25/2023)*
1.22	Reporting of Pass-Through Items **+**	*(10/25/2023)*
1.23	Reporting of SRIA Fees **+**	*(10/25/2023)*
1.24	Residential Leases and Amendments	*(03/27/2024)*
1.25	Temporary Sales or Management Offices *****	*(01/24/2024)*
1.26	Waiver of Residential Income Reporting	*(10/25/2023)*
1.27	Waiver of Single-Family Residential Building Time Provisions	*(03/22/2023)*

Board Policies		Adopted/Revised
2.1	Board Governance and Procedures	*(09/27/2023)*
2.2	Public Input at Public Meetings	*(10/25/2023)*

Development & Environmental Policies		Adopted/Revised
3.1	Ariola Dune Walkovers	*(01/24/2024)*
3.2	Construction Trailers	*(10/25/2023)*
3.3	Flood Proofing of Non-Residential Pre-FIRM Structures in A-Zones	*(01/24/2024)*
3.4	Marine Shoreline Protection Zone Exceptions (CCCL)	*(02/28/2024)*
3.5	Plans and Project Review Fee Schedule	*(01/24/2024)*
3.6	Prohibition for Use of Jetted Salt Water for Construction Purposes	*(01/24/2024)*

***** Also in Development & Environmental Policies

+ Also in Finance policies

SRIA Board Policy Manual
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3.7	Retention of Sand	*(01/24/2024)*
3.8	Street-Side Variances for Gulf of Mexico Properties	*(02/28/2024)*
3.9	Underground Power on Pensacola Beach	*(01/24/2024)*
3.10	Volleyball Courts on Public Lands on Pensacola Beach	*(02/28/2024)*

Event Policies		**Adopted/Revised**
4.1	Road Closures	*(01/24/2024)*
4.2	Use of Core Area Public Parking Lots on Pensacola Beach	*(10/25/2023)*
4.3	Use of Public Facilities on Pensacola Beach	*(10/25/2023)*
4.4	Vendor Fees	*(01/24/2024)*

Finance Policies		**Adopted/Revised**
5.1	Cash Handling and Electronic Payments	*(11/15/2023)*
5.2	Disposition of Equipment/Property	*(11/10/2021)*
5.3	Purchasing Procedures	*(03/27/2024)*

***** Also in Development & Environmental Policies

+ Also in Finance policies

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: BEACH RENTAL SERVICES
ADOPTED: 05-07-2003
REVISED: 05-14-2003, 07-02-2003, 06-13-2012, 02-14-2018, 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

To provide guidelines for the licensing and regulation of beach rental services on the gulf-front beaches of Pensacola Beach for the purpose of permitting the solicitation and immediate sale or rental of certain goods and services which serve a public need and are not themselves a nuisance or detriment, without unreasonably interfering with the flow, recreation, enjoyment, and privacy of persons otherwise on the beach.

Policy:

This policy shall apply to all beach rental services operating on that portion of Santa Rosa Island (SRIA) on the Gulf of Mexico (gulf-front) under the jurisdiction of the Santa Rosa Island Authority, limited to the areas adjacent to multi-family residential or commercial leaseholds, as approved by the Santa Rosa Island Authority board and outlined on this policy.

Exclusions:

1. Beach rental services will not be approved to operate in:

   A. "Preservation Areas" on Pensacola Beach as defined in the 1988 Pensacola Beach Land Utilization Plan,
   B. Public Swimming Areas to include Casino Beach, Ft. Pickens Recreation Area, Park East, or other areas as determined by the Santa Rosa Island Authority.
   C. Within fifty feet (50') of any single-family residential dwelling.

2. Beach Rental Services will be permitted to operate only adjacent to multi-family residential or commercial leaseholds and will not be permitted to operate adjacent to single-family residential leaseholds.
3. No motorized watercraft may be rented on the Gulf of Mexico.

Definitions:

1. *Beach Rental Service-* A person, firm or corporation primarily responsible for providing or offering Beach Rental Service Items to the public at any one

business or location, either personally or directly through an agent or employee.

2. *Beach Rental Service Items*- Umbrellas; Sailboats and sailboards; Cabanas; Aqua cycles; floats and surfboards; chairs; non-alcoholic beverages; sun protective oils and creams.

3. *Site*- Established location of beach rental service, as approved by the Santa Rosa Island Authority.

4. *Adjacent Owner*- Leaseholder in possession of the property adjacent to the Beach Rental Service Site on the gulf-front public beach, including leaseholds on the north side of County Road 399 where there is no leasehold interest south of the roadway.

General Policies:

1. Any license granted pursuant to this policy shall be for the non-exclusive use of a site.

2. Beach Rental Services must complete a license application for each site on which they wish to operate. (Application to be provided by SRIA staff)

3. The adjacent leaseholder shall be afforded the opportunity to provide comments regarding the issuance of the requested license.

4. The SRIA board shall consider whether the services supplied are consistent with the uses of any adjacent leaseholder and may approve or deny a request for license on that basis.

5. A Beach Rental Service license may be suspended upon written notice to the licensee of the licensee's failure to comply with the terms of this policy that 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 upon written notice to the licensee after the Executive Director determines that the noncompliance with this policy has been cured and no longer poses a risk to public health or safety.

6. Any license granted pursuant to this policy will be for a term of one year but will be automatically renewed annually on the date of issuance of the license unless terminated by thirty days advance written notice by either party. The license may be revoked upon violation of any SRIA rule or regulation or other applicable federal, state or local laws, regulations or ordinances, including but not limited to policies or procedures relating to the issuance of the license.

7. Failure to comply with the terms of this policy may result in immediate revocation of the Beach Rental Service license. A written notice of revocation will be delivered to the Licensee. All beach rental service items must be removed from the beach rental service site within forty-eight (48) hours of the Licensee's receipt of the notice of revocation.

Criteria:

1. The location of each Beach Rental Service (BRS) site will be determined by the SRIA. Each site must maintain a minimum north setback of 25' south of the 2003 beach restoration berm, water side setback of 45' north of the Mean High-Water Line of the Gulf of Mexico, minimum spacing of 10' between chair/umbrella setups, a minimum aisle width of 20' between chair rows, minimum side setbacks of 20' within the approved site, and a minimum of 40' between BRS items furnished by Licensees. Side setbacks will be measured from the lease lines if there is immediately adjacent leasehold or from the site sidelines as established by the SRIA for sites if there is not immediately adjacent leasehold. In no case shall the BRS site exceed 500 linear feet in width. A third row of folding chairs will be allowed on an "as needed" basis, 20' behind first row set. Concessionaires located between the Gulf and second row of chairs must keep open a 10' Right of Way for emergency vehicles.

2. All BRS must maintain the BRS site set aside for their use in a clean, safe condition at all times.

3. All BRS rental items must be landward of lifeguard stands located within the site.

4. In the event of a storm or other impending disaster, all beach rental equipment and the storage facility located on public beach must be removed to a secure site off the public beach within twelve hours notification by the SRIA. A Licensee, in his/her license application and at all reasonable times, thereafter, must demonstrate, to the reasonable satisfaction of the SRIA that the license has adequate storage facilities and is capable of removing and storing all beach rental service items within the time frames established by this policy.

5. All storage facilities for any BRS equipment must be approved by the Santa Rosa Island Authority's Development and Environmental Services Department and, if required, the Florida Department of Environmental Protection.

6. Movement of BRS equipment cannot damage the dune system. The BRS must use the established beach access systems.

8. All beach rental equipment must be removed from the beach at the expiration of the license agreement with the SRIA.

9. Only non-motorized beach watercraft or similar rental equipment are permitted.

10. Sale of alcoholic beverages is prohibited.

11. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Escambia County Ordinance Sec. 102-65. . The method of storage and transportation of all drink items must be approved by the SRIA prior to use.

12. Each BRS must provide a certificate of insurance complying with the SRIA policy regarding insurance for license holders.

13. All rentals, goods and services will be available at the same rates for members of the general public as it is to those who may be staying at an adjacent leasehold property.

14. Each BRS shall have on site an employee who holds a valid and current certificate as an American Red Cross Lifeguard. The purpose of this requirement is to improve the ability of persons providing Beach Rental Services to assist others in need. Compliance with this requirement shall not impose upon such person the duties of a Lifeguard.

15. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the SRIA.

16. During turtle nesting season, May 1- Oct 31, Beach Rental Services must delay setting up equipment until their sites have been inspected by Escambia County Turtle Patrol. In the event of a delay by the Turtle Patrol, it is the responsibility of the Beach Rental Service to communicate with the Turtle Patrol for an alternative arrangement.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COLLECTION OF SOCIAL SECURITY NUMBERS
ADOPTED: 01-23-2008
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

During the 2007 legislative session, the Florida Legislature passed, and Governor Christ signed, an amendment to the Public Records Act, Chapter 119, Florida Statutes found under Sections 119.071(5) (a) 2, 3 and 4, Florida Statutes. Compliance with the amendment is mandated for January 31, 2008.

The amendment prohibits a public agency from collecting Social Security numbers unless the agency states in writing the agency's policy on collecting the Social Security numbers. The amendment further provides that the agency's collection of Social Security numbers must be authorized by a specific law or be imperative for the performance of the entity's duties and responsibilities as prescribed by law. An agency is prohibited from using Social Security numbers for any purpose other than the specific purpose set forth in the agency's policy on collecting Social Security numbers.

An agency collecting an individual's Social Security number is required to provide the individual with a copy of the agency's policy on collecting the Social Security numbers.

The amendment to Chapter 119, Florida Statutes requires agencies to certify their compliance with the amendment in writing to both the President of the Florida Senate and the Speaker of the Florida House of Representatives no **later than January 31, 2008**.

Policy:

Pursuant to Section 119.071(5) (a) 2, Florida Statutes, social security numbers are requested for the purpose of preparing IRS Form W-2 for employees and IRS Form 1099 for vendors who do not have a Federal Tax identification number. Social Security numbers will be used solely for one or more of these purposes.

SRIA staff will adopt practices and take necessary precautions to secure social security numbers.

Additionally, federal grant applications such as the Flood Mitigation Assistance Program, requires the collection of social security numbers. SRIA staff or the Authority's grant administrator may then request, but not retain, such information for purposes of leaseholder participation in a federal grant program.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMBINATION OF RESIDENTIAL LEASEHOLDS AND LEASES
ADOPTED: 07-12-2017
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to clearly state the Santa Rosa Island Authority policy on whether the combining of residential leasehold parcels and their respective leases is authorized.

Policy:

This policy prohibits the combining of two or more contiguous residential leasehold parcels and their respective leases.

Authority:

The SRIA was created pursuant to Chapter 24500, Laws of Florida, Acts of 1947, as amended (the "Act"), to administer Pensacola Beach on behalf of the Escambia and the residents and inhabitants of Escambia, for the purpose of, among other things, establishing, charging and collecting lease fees on Pensacola Beach. The SRIA has the power under the Act to establish whether residential leasehold parcels and their respective leases can be combined or prohibited.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMMERCIAL LEASE EXTENSIONS
ADOPTED: 01-04-2006
REVISED: 08-08-2007, 12-03-2008, 03-10-2010, 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

To provide an equitable basis for the extension of commercial leases on Pensacola Beach.

This policy applies to commercial master leaseholders who wish to extend their leases whose lease does not include an option to renew. All commercial lease extensions must be approved by the SRIA board.

Policy:

1. Commercial master leases subject to this policy are limited to a term of forty (40) years. At no time may the number of years of the current term of the lease, as amended by a lease extension, exceed forty years, unless otherwise approved by the Board.

2. A commercial master leaseholder may request an extension of their commercial master lease at any time during the current lease term, but no later than six months prior to expiration of the current lease.

3. A statement of substantial need must be furnished with each application for a commercial lease extension on which the remaining lease term is greater than three years. An example of a statement of substantial need is a written statement from a licensed financial institution attesting to the need for the lease extension in order to obtain financing for improvements.

4. There is no limit on the number of times a commercial master leaseholder may request an extension of their master lease as long as the request meets the remaining policy criteria.

5. An application for commercial lease extension must be submitted with an administrative fee of $100. (Application to be provided by SRIA staff)

6. The commercial lease extension will be based upon calculation of a new minimum annual lease fee, which will be applied effective immediately upon approval, unless otherwise specified by the SRIA Board.

7. The new minimum annual lease fee will be calculated based upon 80% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of highest revenue for which SRIA records exist.

8. The new minimum annual lease fee will, in no case, be less than the minimum annual lease fee in existence at the time of the extension request (hereinafter called original annual lease fee).

   The new minimum annual lease fee will be assessed as follows:

   A. The original annual lease fee and monthly percentage fee payments will be paid at the same time and in the same manner as prescribed in the terms of the master lease.

   B. At the end of the lease year, if the total lease fee payments (original annual lease fee and monthly percentage fees) are not greater than or equal to the amount of the new minimum annual lease fee, the master leaseholder will be billed for the balance of the new minimum annual lease fee.

   C. If the master leaseholder is closed for an extended period during which percentage fee payments are not generated, and the closure has been approved by the SRIA board, the master leaseholder will be offered the option to pay the new minimum annual lease fee in quarterly increments to avert the requirement for a large lump-sum payment at the end of the lease year.

9. Upon approval of the commercial lease extension by the SRIA board, the commercial master lease will be amended to reflect the new lease term and the new lease fee.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMMERCIAL LEASE STANDARDS AND PERCENTAGE FEES
ADOPTED: 02-10-1999
REVISED: 11-06-2002, 05-07-2008, 03-27-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to establish a standard to be used for lease fees and terms for new, amended, modified, or renegotiated commercial leases, including standard terms and conditions.

Policy:

This policy applies only to new commercial leases and existing commercial leases that are amended or modified; or negotiated to incorporate a substantial change in the use of the property and that require a quasi-judicial hearing before the Santa Rosa Island Authority to accomplish such a change. In no event shall the initial term of an existing commercial lease be decreased without the express consent of the lessee in the event of an amendment or modification to an existing commercial lease.

The following provisions denote the variable areas of each new, amended, modified or renegotiated, commercial lease:

- Legal description of the leasehold property
- Term of the lease
- Authorized use of the leasehold property
- Minimum annual lease fee

Other terms may vary depending on circumstances specific to the leasehold property.

Standard percentage fees in addition to the minimum annual lease fees (Refer to Policy 1.12) will be as follows per calendar year.

- Full-service restaurants will pay the following percentage fees:

  2% food
  2% beer and wine

[1] For amendments or modifications to extend the commercial lease term, see policy on Commercial Lease Extensions. For amendments or modifications to establish new minimum annual lease fees, see policy on Minimum Annual Lease Fee Establishment.

5% first $50,000 of gross income from liquor sales
4% next $50,000 of gross income from liquor sales
3% all gross income over $100,000 from liquor sales
5% all other sales or services

- Fast food restaurants will pay the following percentage fees:

  2% beer and wine
  5% first $50,000 of gross income from liquor sales
  4% next $50,000 of gross income from liquor sales
  3% all gross income over $100,000 from liquor sales
  5% all other sales or services

- Lounges, bars, package stores, etc. will pay the following percentage fees:

  2% beer and wine
  5% first $50,000 of gross income from liquor sales
  4% next $50,000 of gross income from liquor sales
  3% all gross income over $100,000 from liquor sales
  5% all other sales or services

- Professional offices (real estate, physicians, lawyers, hair salons, etc.) will pay the following percentage fees:

  2% for all professional sales or services
  5% for all other sales or services

- Retail or recreational sales (souvenir, equipment rental, lounge wear, floats, etc.) will pay the following percentage fees:

  5% for all sales or services

- Motels or hotels will pay the following percentage fees:

  2.55% for all room rentals (not including timeshares or fractional hotels)
  2% all food sales from full-service restaurant
  2% all beer and wine sales
  5% first $50,000 of gross income from liquor sales
  4% next $50,000 of gross income from liquor sales
  3% all gross income over $100,000 from liquor sales
  5% all fast-food sales
  5% all miscellaneous sales (includes meeting space/banquet halls, promotional sale items, beach rental equipment, souvenir shops, SRIA fees)

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CRITERIA FOR BUSINESS LISTINGS ON VISITPENSACOLABEACH.COM
ADOPTED: 10-14-2009
REVISED: 01-24-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to outline the criteria for commercial businesses to be listed on VISITPENSACOLABEACH.COM.

Policy:

1. A business is defined as any master lessee, sublessee and/or licensee conducting commercial activities on leasehold property on Pensacola Beach, having a business license issued by the Escambia County Tax Collector for said commercial activities and paying lease fees, directly or indirectly, to the Santa Rosa Island Authority.

2. A business listing on VISITPENSACOLABEACH.COM shall be limited to the following information:

    a. The name or registered fictitious name of the business on the lease, sublease or license,
    b. The address of the business
    c. The telephone number of the business
    d. A web link to the business's website
    e. A brief description of the nature of the business

3. The website will be updated by the SRIA periodically as businesses are approved by the SRIA Board.

4. The business listing is offered free of charge.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ESTABLISHING PURCHASE PRICE FOR NEW LEASES
ADOPTED: 04-04-2001
AMENDED: 09-10-2020, 03-27-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to establish the process for determining the purchase price of any new commercial or residential lease.

Policy:

To determine the purchase price of a new commercial or residential lease, the following methodology will apply:

A. The Authority will obtain an appraisal by a certified general appraiser or a Member Appraisal Institute (MAI) appraiser on all properties for which a new lease is contemplated.

B. The process of leasing the identified property will be governed by the applicable provisions of Section 125.35, Florida Statutes, and Chapter 24500, Laws of Florida (the Special Act establishing the SRIA), as amended from time to time. All bids will begin at no less than 75% of the appraised value.

C. The entity submitting the highest bid, not less than 75% of the appraised value, will be awarded the lease.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE AMENDMENTS REGARDING VESTING OF TITLE
ADOPTED: 05-04-2005
REVISED: 01-24-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to provide for the amendment of all leases, commercial and residential, previously entered into by the Santa Rosa Island Authority which erroneously provided for title to any building or improvements of a permanent character that are erected or placed upon the demised premises to vest in Escambia County upon the termination of the lease or at any time other than immediately or forthwith upon erection, construction or placement of such improvements on the demised premises.

Background:

Certain leases previously entered into by the Authority erroneously provided for title to buildings or improvements of a permanent character that are erected or placed upon the demised premises to vest in Escambia County upon the termination of such leases.

Policy:

It has always been the policy of the Authority to require title to buildings or improvements of a permanent character erected or placed upon properties leased by the Authority to forthwith vest in Escambia County.

Any lease entered into by the Authority that contains language providing for the vesting of title to buildings or improvements of a permanent character erected or placed upon the demised premises in Escambia County upon the termination of the lease or at any time other than immediately or forthwith upon erection, construction or placement of such improvements on the demised premises is contrary to Board policy.

It is the intent of the Authority that title to any building or improvements of a permanent character shall:

1. Immediately vest in Escambia County upon erection or placement of such improvements on the demised premises
2. That the construction of such building or improvements within the time frame provided by the lease is a fundamental consideration for the Authority entering into the lease
3. That the building or improvements of a permanent character shall immediately become a part of Lessee's leasehold estate upon erection or placement on the demised premises

4. Become part of the property being leased by the Authority to such Lessee, and that Lessee shall repair, replace, restore, reconstruct if necessary, and maintain any building or improvement of a permanent character erected or placed on the demised premises in order that upon the termination of the lease the Authority will be able to take possession of the building or improvement of a permanent character in good condition and repair.

Enactment:

The Authority understands it has no authority to unilaterally amend those leases it has previously executed; however, the SRIA staff shall periodically review leases. If leases contain language providing for the vesting of title to improvements of a permanent character erected or placed on demised premises in Escambia County at a time other than forthwith upon erection, SRIA staff will request that the lessees of the premises covered by such leases enter into mutual amendments of their leases with the Authority which will provide for the immediate vesting of title in Escambia County of all buildings or improvements of a permanent character erected or placed on the demised premises.

The Authority has previously approved language regarding vesting of title to improvements for insertion in the standard form leases to be executed by the Authority. The following language is hereby approved for use in any amended lease executed to correct the erroneous language regarding vesting of title to improvements erected on the demised premises:

> "Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

Similar language to the foregoing language may be used in the amended lease provided that such language is in conformity with the intent of the Authority to provide for immediate vesting of title in Escambia County to any building or improvement of a permanent character erected or placed upon the leased property.

The Chairman of the Authority is authorized to execute on behalf of the Authority any amended lease or amendment to lease prepared to correct the erroneous language regarding vesting of title to any building or improvements of a permanent character in Escambia County at a time other than forthwith upon the erection or placement of such improvements on the demised premises, which amended lease or amendment to lease has been approved by SRIA staff and the Authority's attorney.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE ENFORCEMENT ALTERNATIVES
ADOPTED: 02-10-1999
REVISED: 03-27-2024
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL/ FINANCE

Purpose:

The purpose of this policy is to outline the enforcement alternatives for termination of leases under the purview of the Santa Rosa Island Authority ("SRIA"), specifically regarding those defaults of a less serious nature such as code infractions or unsightly leaseholds. This policy also serves to confirm that the Santa Rosa Island Authority will aggressively pursue enforcement of the lease provisions and the 1949 Covenants and Restrictions applicable to all leases on Pensacola Beach but will pursue the cure of defaults in a cost-effective and practical manner.

Policy:

1. Non-Payment of Lease Fee

The SRIA recognizes that failure to pay annual lease fees may be unintentional or a result of new contact information that SRIA has not been made aware of. For this reason, SRIA staff takes all reasonable and practicable steps available to collect lease fees that are not timely paid. These steps include research to determine if a leasehold has been transferred, if the address on file with the SRIA is correct, if there is a mortgage on the lease even if the file does not reflect that there is one, and if a phone number for the leaseholder can be located. If a phone number is available, then the SRIA staff will attempt to contact the leaseholder by phone to notify them of the default and give them an opportunity to cure.

In the event of non-payment of the lease fee after the above steps are taken, termination of the lease will be sought through the following established procedure:

A. Notice of default requiring payment of past due fees, late charges and penalties, within thirty days shall be sent by Certified Mail, regular U.S. mail, and any other available method of communication, such as electronic mail if an address is available.

B. Submission to attorney if the lease fees, late charges, and penalties are not paid within thirty days of the SRIA's notice of default.

C. Court action for lease termination if the default is not resolved following legal notification.

D. In the discretion of the SRIA attorney, a Notice of Lease Default may be filed in the Official Records of Escambia County and sent to the leaseholder prior to proceeding with court action.

2. Other Lease Defaults and Minor Lease Infractions (e.g., minor code infractions)

A. The notice provisions and procedures for handling non-monetary lease defaults, including minor infractions, shall be the same as set forth in Section A. of this policy.

B. Escambia County Code of Ordinances Chapter 30, as amended, provides for action by the Code Enforcement Division of Escambia County to assure compliance with the County code and ordinances, including provisions that apply on Pensacola Beach. Additionally, Section 42-91 of the County Code of Ordinances establishes maintenance requirements for property leased by the SRIA. Where applicable for non-monetary lease defaults, including minor infractions, the SRIA will work with the Code Enforcement Division of Escambia County to cure lease defaults that involve code violations.

3. If a lessee is in a delinquent status, the delinquency must be corrected before any type of lease request can be presented to the Authority.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE FEE REDUCTION
ADOPTED: 08-26-2015
REVISED: 01-24-2024
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

The purpose of this policy is to reduce all residential and commercial lease fees by fifty (50%) percent effective October 1, 2015, for all leases under the jurisdiction of the Santa Rosa Island Authority ("SRIA"). This policy is based upon Escambia County, Florida assuming all monetary, operational and administrative responsibilities for the Pensacola Beach Public Works Department and Public Safety Department effective October 1, 2015, including but not limited to all assets, contracts and obligations of any kind existing for the Pensacola Beach Public Works Department and Public Safety Department prior to October 1, 2015, via an interlocal agreement between the SRIA and Escambia County (Exhibit A).

Policy:

This policy is implemented pursuant to the authority granted to the SRIA by Chapter 24500. Laws of Florida, Acts of 1947, as amended and for the purpose stated herein.

1. Lease fees for all lessees who have a lease with the SRIA are reduced as follows:

    a. All individual residential lease fees are reduced by fifty (50%).

    b. All commercial lease fees are reduced as follows:

        (i) Minimum Annual Lease Fees are reduced by fifty (50%);

        (ii) Percentage Lease Fees are reduced by fifty (50%), e.g., a percentage lease fee of two (2%) would be reduced to one (1%); and,

    c. All master lessees (with sublessees) lease fees shall be reduced by fifty (50%), contingent upon the master lessee giving the sublessees a dollar-for-dollar proportionate reduction in their sublease fees.

2. This policy shall not apply to any license fee or management contract fee paid to the SRIA under a license or management contract.

3. This policy is not meant to abrogate CPI provisions in the leases. The SRIA may, at its discretion, enforce the CPI provision, if applicable. Any lease fee subject to a CPI increase will be reduced by fifty (50%) in accordance with this policy following the CPI adjustment.

4. This policy will not apply to the Little Sabine Park Maintenance Fee.

5. This policy is contingent upon Escambia County maintaining all monetary, operational and administrative responsibilities for the Pensacola Beach Public Works Department and Public Safety Department after October 1, 2015, via the Interlocal Agreement (Exhibit A).

6. This policy may be revoked at the discretion of the SRIA Board.

Escambia County
Clerk's Original

9/24/2015 CAT I-5

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY

THIS AGREEMENT is made this 24th day of September 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

Date: 9/30/2015 Verified By: J. Carson

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has approved a transfer of all the monetary, operational and administrative responsibilities and obligations of the SRIA public works and public safety departments and functions on Santa Rosa Island effective on October 1, 2015; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to provide the basis for the orderly transfer of all responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will cooperatively transfer all the responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

Section 3. Responsibilities of Parties.

3.1 Transfer of Public Works and Public Safety Functions.
Effective October 1, 2015, at 12:01 a.m. (the "Commencement Date"), the County shall assume all the monetary, operational and administrative responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island and for all SRIA public works and public safety employees to be transferred from the employment of SRIA to the employment of the County pursuant to this Agreement. SRIA public works and public safety departments and functions shall include, but, not be limited to, maintenance of County roadways, right of way clearing, transportation and stormwater management, public facilities and property maintenance, lifeguard services, emergency medical services, emergency management, and fire rescue services. Unless otherwise agreed to in an amendment to this Agreement or in a separate agreement, SRIA shall not be responsible for providing the aforementioned services for Santa Rosa Island on or after the Commencement Date.

On and after the Commencement Date, the County shall be responsible for funding all expenses associated with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island as approved in the annual budget adopted by the Escambia County Board of County Commissioners. For the purpose of this Agreement, "Operational Expenses" shall include all employee wages for public works and public safety personnel, applicable insurance costs, utilities, and all other costs incident to the provision of public works and public safety on Santa Rosa Island.

The County agrees to work cooperatively with SRIA to provide public safety and public works review, input, and support as well as post-event cleanup for all SRIA sponsored events and such other events as may be mutually agreed to by the parties. The SRIA shall have access to and utilization of all SRIA Facilities as defined in Section 3.3 herein for events on Pensacola Beach.

On or before the Commencement Date, SRIA agrees to make a one-time transfer of $50,000.00 ("One-Time Payment") to the County for the perpetual enhancements and improvements of Morgan Park located at 462 Pensacola Beach Boulevard. The expenditure of the One-Time Payment is restricted to the perpetual enhancements to Morgan Park. After the One-Time Payment to the County, the SRIA shall have no further obligation to transfer funding for the maintenance of Morgan Park.

Within thirty (30) days after the Commencement Date, SRIA agrees to remit to County payments received from the United States Department of the Interior National Park Service, Gulf Islands National Seashore pursuant to the Cooperative Agreement (P15AC00265) for Lifeguard Management within the Florida District of Gulf Islands National Seashore for lifeguard services provided pursuant to the agreement from September 26-30, 2015.

3.2 Transfer of Public Works and Public Safety Personnel.
Effective September 26, 2015, all public safety and public works employees of the SRIA, as defined herein, who accept offers of County employment, shall become County employees, and the County shall take full responsibility for all labor and employment matters for all such employees.

For the purpose of this Agreement, an employee of the SRIA shall be deemed to be an employee of the County on September 26, 2015, when the employee accepts the County's offer of employment and submits all documentation as required by federal law, state law, and the County's internal policies and procedures. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this Agreement.

Notwithstanding any employee's acceptance of an employment offer pursuant to this Agreement, the SRIA shall pay, and remain liable for, any and all wages inclusive of overtime, salaries, and benefits for SRIA employees for time worked until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall reimburse County for any and all wages inclusive of overtime, salaries, and benefits for transferred SRIA employees for time worked from 12:00 a.m. on September 26, 2015, until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall also remit to County the cash equivalent for 100% of accrued annual leave (up to the maximum of 400 hours) and 50% for accrued sick leave (up to the maximum amount of 2,080 hours) for all employees transferred hereunder.

On and after the Commencement Date, the SRIA shall have no obligation, responsibility, or liability for any compensation or other benefits for the employees transferred to the County incurred on or after the Commencement Date; however, the SRIA shall remain liable for compensation or other benefits arising from events occurring prior to the Commencement Date, including any workers' compensation claims for compensable injuries, arbitration decisions regarding employee discipline and contract breaches, and any other conditions occurring prior to the Commencement Date. The SRIA shall also remain liable for any claim or cause of action brought by an employee based on her or his employment which accrues prior to the Commencement Date.

The SRIA shall remain liable for any Fair Labor Standards Act ("FLSA") compensatory time accrued or earned prior to the Commencement Date. The County shall hold the SRIA harmless for any loss occasioned by a claim for payment of leave by an SRIA employee that is filed on and after the Commencement Date, including, but not limited to, any claim for leave accrued and earned prior to the Commencement Date other than FLSA compensatory time. Employees transferred hereunder may retain any FLSA compensatory time accrued or earned prior to the Commencement Date for a period up to one year. Accrued compensatory time shall be exhausted or otherwise forfeited no later than September 30, 2016.

The SRIA shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective prior to the Commencement Date ("Retirees"). Retirees shall remain covered under the SRIA's health insurance policies. The County shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective on or after the Commencement Date.

Unless otherwise authorized by the County Administrator, on or before September 26, 2015, the County shall replace all employee badges, insignias, logos, patches, or other forms of identifications belonging to the SRIA with a County-issued replacement identifying the employee as an employee of the County. All of the SRIA's badges, insignias, logos, patches or other forms of identification shall be returned to the SRIA if practical to do so.

The County shall be fully responsible for all administration of the employee transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.3 Transfer of SRIA Facilities.

On the Commencement Date, the County shall assume exclusive physical possession, ownership and control, and all responsibility for the maintenance, repair and/or replacement of the following SRIA Facilities on Santa Rosa Island:

- 25 Via Deluna — Maintenance Office, Bldg A, Bldg B, pole shed and flagpole
- 451 Via Deluna – Gazebo
- 911 Via Deluna – Exercise equipment, tennis court/fencing, basketball court/fencing, hockey rink, lights and track
- 3000 Via Deluna — Park East restrooms
- 462 Pensacola Beach Boulevard — Morgan Park
- 490 Pensacola Beach Boulevard — Picnic shelters, restrooms, boat ramp and parking lots
- 1 Casino Beach Boardwalk — Public Safety Building and flagpole
- 2 Casino Beach Boardwalk — Pavilion, seating, walkway, parking lot, flagpole, statue, and the water storage tank (beach ball water tank)
- 41 Fort Pickens Road — Gulfside Pier — guardrails, decking, planks, pilings
- 343 Fort Pickens Road — Fencing
- 1392 Fort Pickens Road — Park West pavilion and parking lots
- 1399 Fort Pickens Road — Park West boardwalk, picnic shelters, restrooms
- 400 Quietwater Beach Road — Amphitheater, boardwalk, beach front, public picnic areas, public restroom facilities, parking lot, dock/pier
- Flag poles along the causeway on Pensacola Beach Boulevard and on the Gulf Pier
- Siren Poles
- All trolley-stop shelters and benches
- All fencing along County Road 399

- All public parking lots, nodes, and port-o-lets, excluding the parking lot maintenance for properties and improvements retained by the SRIA and not otherwise listed in this Section
- All public parking lot lighting, including, but not limited to, the Casino Beach parking lot and the Casino Beach Boardwalk, excluding the parking lot lighting for properties and improvements retained by the SRIA and not otherwise listed in this Section
- All sand fencing along the Gulf of Mexico Beaches
- All dune walkovers and public access points
- All public beaches that are currently maintained by the SRIA on a regularly scheduled basis
- All roads both asphalt and unpaved including sidewalks, except private roads or sidewalks
- All vegetation and irrigation along all public roads and public rights of way

("SRIA Facilities")

The County shall be responsible for issuing any authorizations, clearances, identifications, and necessary equipment thereto, for the purpose of gaining entry and access to SRIA Facilities. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the SRIA shall remove all SRIA insignias and logos from transferred SRIA Facilities on Santa Rosa Island.

Other than the removal of all SRIA insignias and logos from SRIA Facilities, the County shall be fully responsible for all administration of the SRIA Facilities transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.4 Transfer of Personal Property.
On and after the Commencement Date, the County shall assume care, custody, and control of all vehicles, large equipment, and miscellaneous personal property utilized for the provision of the SRIA public safety and public works departments and functions on Santa Rosa Island, including, but not limited to, items set forth in **Exhibit A**, attached hereto and incorporated herein ("Personal Property"). The County agrees to accept the Personal Property in "as is" condition on the Commencement Date and agrees to discharge the SRIA for any warranties or obligations accruing and associated with the Personal Property on or after the Commencement Date. On and after the Commencement Date, the County shall be solely responsible for insuring, maintaining, repairing and/or replacing Personal Property. The County shall be solely responsible for transferring title to Personal Property at its own expense. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the County agrees to remove all SRIA insignias and logos from said Personal Property.

On and after the Commencement Date, the County shall assume care, custody, and control of all inventory, perishables, fixed and movable equipment, presently located on the premises of or otherwise used in the operation of transferred SRIA Facilities. Within

one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such inventory, perishables, fixed and movable equipment, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the Commencement Date, the County shall be responsible for the removal, disposal, maintenance, repair, and replacement of all inventory, perishables, fixed and movable equipment and agrees to discharge the SRIA for any warranties or obligations accruing and associated with all inventory, perishables, fixed and movable equipment on and after the Commencement Date.

On and after the Commencement Date, the County shall assume the care, custody, and control of all phone equipment, including, but not limited to, a definite quantity of cellular phones and related contact numbers issued to SRIA public works and public safety employees. Within one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such items, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the Commencement Date, the County shall assume responsibility for paying all fees for cellular phones provided to employees pursuant to this Agreement, and shall pay all other line and maintenance expenses for the same and agrees to discharge the SRIA from any warranties or obligations accruing and associated with phone equipment on and after the Commencement Date.

The County shall be fully responsible for all administration of all transfers under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

All items listed in Exhibit A are required to be primarily utilized on Pensacola Beach.

3.5 Transfer of Existing Contractual Obligations.
The County shall assume all rights and duties in relation to the operation, management, and control of Santa Rosa Island, as provided in Sections 3.1 through 3.4 herein. The County shall take all practicable and reasonable steps to assume all legal rights and commitments, contracts, or other obligations entered into by the SRIA in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. All such rights and obligations, including the administration of any grants that are currently awarded to the SRIA for the SRIA public works and public safety departments and functions, shall be performed by the County to the same extent as required of the SRIA. The SRIA shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the SRIA to the County in as expeditious a manner as is possible.

The County shall be fully responsible for all administration of the contractual obligations transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.6 Computer licenses.
The County and the SRIA shall cooperate in the transfer and assignment of any agreements, contracts, or licenses governing the purchase, maintenance, operation, or use of any computer hardware, software, networks, and support equipment for the SRIA public works and public safety departments and functions. Additionally, unless otherwise specified, all software and related licenses installed on transferred equipment prior to Commencement Date shall remain installed on transferred equipment on and after the Commencement Date. The SRIA warrants, holds the County harmless, and indemnifies the County to the extent allowed by law, that the software installed on all transferred equipment is legally and properly licensed for use for the duration of the respective licenses. However, it is the responsibility of the County to determine the term of the respective licenses and maintain any and all software licensing after the terms expire, including any and all costs of such licensing.

The County shall be fully responsible for all administration of the computer license and software transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.7 Records.
On and after the Commencement Date, the County shall become the sole custodian of all records located at SRIA Facilities subject to this Agreement. In serving as the custodian of records, the County agrees to retain records pursuant to Florida's public records law and to cooperate and provide copies of needed records to the SRIA upon request. Any e-mail records or other electronic records not specifically transferred to the County on the Commencement Date shall remain the property of the SRIA and the SRIA shall remain the sole custodian of such records.

Section 4. Hold Harmless.

4.1 The County shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island beginning on the Commencement Date. To the extent permitted by law, the County shall hold SRIA, and it's board members, officers, agents, and employees harmless against any and all claims arising on or after the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the County, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the SRIA by reason of such claim, the County, upon notice from the SRIA, shall defend the SRIA against such action or proceeding.

4.2 The SRIA shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island prior to the Commencement Date. To the extent permitted by law, the SRIA shall hold the County, and its officers, agents, and employees harmless against any and all claims arising prior to the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the SRIA, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the County by reason of such claim, the SRIA, upon notice from the County, shall defend the County against such action or proceeding.

4.3 Neither the County nor the SRIA shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising out of or in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. The County and the SRIA shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses that the County or SRIA may have regarding litigation, losses, and costs resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

Section 5. <u>Miscellaneous Provisions</u>.

5.1 Liability.
The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the SRIA and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or the SRIA and nothing herein shall be construed as consent by the County or the SRIA to be sued by third parties in any matter arising out of this Agreement.

5.2 Public Records.
The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

5.3 Assignment.
The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

5.4 Headings.
Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

5.5 Survival.
All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

5.6 Interpretation.
For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

5.7 Severability.
The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.8 Further Documents.
The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

5.9 Notices.
All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by

the County Administrator, to the respective parties as follows:

County	SRIA
County Administrator	Chairperson
Escambia County	Santa Rosa Island Authority
Post Office Box 1591	PO Drawer 1208
Pensacola, FL 32521	Pensacola Beach, FL 32562

5.10 Prior Agreements Superseded.
This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.11 Governing Law.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

5.12 No Waiver.
The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

5.13 Termination and Amendment.
This Agreement may be terminated or amended by mutual written agreement of both parties.

5.14 Effective Date.
This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized

Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

BCC Approved 09-24-2015

Steven Barry, Chairman

Date Executed
9/29/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This document approved as to form and legal sufficiency
By
Title ACA
Date 9/24/15

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:
Date: 10-1-015

ATTEST:

By

UPDATED 9/18/2015 SRIA

TRANSPORTATION INS CO — FL LEAGUE OF CITIES FMIT # 1281

GREAT AMERICAN INSURANCE COMPANY — MAC0594449 (DANIELS COMMERCIAL INSURANCE, LLC)
PROPERTY-ALL LOCATIONS

ALL BELOW FOR COUNTY:

POLICY # — I21108108001 (MCMAHON & HADDER)

LINE ITEM #			AMT/INS
1	2003 BARBER SURF RAKE		30,488
2	2006 GULF STREAM CAVALIER		6,250
3	TX525 WIDE TRACK UT LDR		20,608
4	2007 ARTIC CAT ATV	PS (Public Safety)	8,354
5	2007 ELGIN PELICAN SWEEPER		119,655
6	LIFEGUARD TOWERS 4	PS	168,285
7	JOHN DEERE Z810 MOWER		5,600
8	JOHN DEERE Z810 MOWER		5,600
9	CHERRINGTON 4600		34,900
10	4320 JOHN DEERE UTILITY TRACTOR		20,664
11	2009 GATOR-NEW SAFETY		8,215
12	2009 GATOR-NEW SAFETY		8,215
13	2009 J D ROTARY CUTTER		2,600
14	1 LIFEGUARD TOWERS	PS	44,608
15	1 LIFEGUARD TOWERS	PS	44,608
16	400X JOHN DEERE LOADER		3,657
17	485 JOHN DEERE BACKHOE ATT		5,400
18	FRONTIER 1240 LOADER		629
19	JD UTILITY TRACTOR TRAILER 5093E		33,346
20	1 JOHN DEERE GATOR 4X4		8,100
21	SWEEPSTER BROOM		9,900
22	2010 RUSTLER 125 MK ATV		11,695
23	2010 ARTIC CAT ATV	PS	6,699
24	2010 ARTIC CAT ATV	PS	6,699
25	ABS PUMP SERIAL # 47622 PURCH 5/28/10		101,700
26	1 JOHN DEERE MOWER ZTRAK		7,500
27	1 JOHN DEERE MOWER ZTRAK		7,500
28	2011 JOHN DEERE TRACTOR		42,492
29	JOHN DEERE 3630, 5060, 6165	DUAL MID, JOY STICK	2,003
30	4600 BEACH COMBER		45,000
31	2011 ATV PROWLER 550XT	PS	10,740
32	5093E JOHN DEERE UTILITY TRACTOR		35,495
33	2011 NP PELICAN SWEEPER (ADDED TO SCHEDULED EQUIPMENT)		184,866
34	2012 ARCTIC CAT PROWLER		10,330
35	2012 ARCTIC CAT PROWLER		10,330
36	2012 JOHN DEERE TRACTOR		51,500
37	ENGRAVER WITH ACCESSORIES & TRANSFORMER (ADDED TO SCHEDULED EQUIPMENT)		38,434.00
38	48 RADIOS	PS	88,893 (30@ $1900, 3@ $1783, 1@ $1440, 4@ 1501)
39	12 CHARGERS	PS	4,991 (5@ $105, 5@ $591, 1@ $320)
40	2012 LIFT STATION PUMP @ PARK EAST		2,337
41	2012 JD 323D TRACTOR, W/BUCKET AND PALLET FORKS		51,500
42	ICE MACHINE		2,337
43	PARK EAST LIFT STATION PUMPS		3,412
44	BUFFALO, KB-4, BLOWERS		6,180
45	CHERRINGTON GROMMER		920
46	GRAYCO STRIPING MACHINE		2,500
47	LOWE'S LANDSCAPE TRAILER		378
48	LOWE'S LANDSCAPE TRAILER		378
49	2011 JD GATOR HPX ATV		8,300
50	2011 JD GATOR HPX ATV		8,300
51	2011 JD GATOR HPX ATV		8,300
52	2011 JD GATOR HPX ATV		8,300
53	2013 JD, 9867M, NPP UTILITY VEHICLE		8,500
54	2013 JD, 9867M, NPP UTILITY VEHICLE		8,500
55	2013 JD, 9867M, NPP UTILITY VEHICLE		8,500
56	2013 JD, 9867M, NPP UTILITY VEHICLE		8,500
57	ARCTIC CAT 350, CR ATV	PS	4,700
58	ARCTIC CAT, PROWLER 700, ATV	PS	11,400
59	DUMP TRAILER		11,400
60	2014 JD 544KXDW, WHEEL LOADER W/HI-VIS		189,750
61	2015 JD ATV		8,548

EXHIBIT
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62 2016 JD ATV		8,546
63 2014 JD GATOR ATV		8,600
64 2014 JD GATOR ATV		8,500
65 2014 JD GATOR ATV		8,500
66 2014 JD GATOR ATV		8,600
67 2014 POLARIS ATV		5,250
68 2016 JD GATOR XUV 550		8,030
69 2016 ARCTIC CAT ATV	PS	5,900
70 LED Readerboard Sign	PS	27,500

YELLOW ARE PUBLIC SAFETY VEHICLES

Vehicle Nu	Serial Num	City Numb	Year	Make	Model	Original Cost Ne\
2	9025		2004	GMC	SIERRA	20000
3	4673		2004	GMC	SIERRA	20000
5	9754		2001	CROSLEY	UTILITY TRAILER	4000
6	4680		2006	FORD	F-350 TRUCK	28000
7	6945		2007	CHRYSLER	PT CRUISER	18000
8	5154		2007	FORD	145 SS PICKUP	19000
9	5153		2007	FORD	145 SS PICKUP	19000
10	1229		2008	FORD	F-150 PICKUP	19000
11	1228		2008	FORD	F-150 PICKUP	19000
12	5709		2003	FORD	F-150 PICKUP	14000
13	9065		2009	CHEVROLET	PICKUP / EQUIPMENT	22679
14	1111		2009	FORD	F-150 PICKUP	22619
15	441		1995	INTERNATIONAL	4700 BUCKET TRUCK	18000
16	7483		2010	CHEVROLET	COLORADO	18850
17	7683		2010	CHEVROLET	COLORADO	21000
18	7425		2010	CHEVROLET	COLORADO	18850
19	2558		2010	FORD	EXPLORER	18850
20	7480		2010	CHEVROLET	COLORADO	18850
21	7451		2010	CHEVROLET	COLORADO	21000
22	6860		2011	FORD	F-150 PICKUP	24863
23	6859		2011	FORD	F-150 PICKUP	24863
24	7010		2010	CHEVROLET	COLORADO	18292
25	8491		2012	FORD	F-150 PICKUP	24853
26	8492		2012	FORD	F-150 PICKUP	24853
27	65	#14	2012	JOHN DEERE	HPX ATV	7859
28	60	#15	2012	JOHN DEERE	HPX ATV	7859
29	2962	#16	2012	JOHN DEERE	HPX ATV	7859
30	3815	#16	2012	JOHN DEERE	HPX ATV	7859
31	2531D		2011	PELICAN	NP STREET SWEEPER	164888
33	6076		2013	ROLLS RITE	DUMP TRAILER	7700
34	2069		2013	TOYOTA	TACOMA SR5	24603
35	2020		2013	TOYOTA	TACOMA SR5	24603
36	424		2012	ACW	ATV 350	5175
37	259		2012	JOHN DEERE	HPX ATV	9299
38	276		2012	JOHN DEERE	HPX ATV	9299
39	258		2012	JOHN DEERE	HPX ATV	9299
40	287		2013	JOHN DEERE	HPX ATV	9299
43	8501		2014	FORD	F150	17893
44	8500		2014	FORD	F150	17893
45	9812		2014	TOYOTA	TACOMA 4X4	24779
46	9773		2014	TOYOTA	TACOMA 4X4	24779
47	580		2015	FORD	EXPEDITION XL	29763
48	7010		2011	CHEVROLET	COLORADO	18291

YELLOW ARE PUBLIC SAFETY VEHICLES

Class Code	Motorcycl	Motorcycl Coverage
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
68499	0	Comprehensive & Collision
21499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
21499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
31499	0	Comprehensive & Collision
67499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
		Comprehensive & Collision

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LOCAL BUSINESS PREFERENCE
ADOPTED: 10-13-2014
REVISED: 01-24-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to provide local businesses, a preference in the procurement of goods and services encouraging local industry, employment opportunities, and the return of dollars spent on local businesses to the community.

Policy:

The SRIA will follow the policy and procedures set forth in Section 46-110 of the Escambia County Code of Ordinances. (Exhibit A)

Attachment #A EXHIBIT A

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

Attachment #1 EXHIBIT A

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the

Attachment #A EXHIBIT A

county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MINIMUM ANNUAL LEASE FEE ESTABLISHMENT
ADOPTED: 04-05-2006
REVISED: 08-09-2006, 10-25-2023
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

To provide a consistent policy for establishing a new minimum annual lease fee for commercial leaseholders on Pensacola Beach in those instances approved by the Santa Rosa Island Authority (SRIA) Board.

Policy:

Each application of the Minimum Annual Lease Fee Establishment Policy must be approved by the SRIA Board. Application will be restricted to instances where it is legally permissible to revise the lease. Legal entry points into the lease include, but are not limited to:

1. Default extending beyond the cure period described in the lease resulting from a natural disaster.

    A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of highest revenue after the business has reopened after the event causing such destruction or damage.

    B. During the interim time between the reopening and the 4th year reopening anniversary, the old minimum lease fee will be in effect.

    C. The new minimum annual lease fee will take effect on the 4th anniversary date of the reopening of the business, unless specified otherwise by the SRIA Board.

2. Default extending beyond the cure period and **not** resulting from a natural disaster.

    A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of the highest revenue for which SRIA records exist.

    B. The new minimum annual lease fee will take effect immediately upon approval, unless specified otherwise by the SRIA Board.

3. Request for a land use change, lease use change or special exception for increased hotel density (per SRIA Land Use Plan).

    A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of the highest revenue for which SRIA records exist.

    B. The new minimum annual lease fee will take effect immediately upon approval, unless specified otherwise by the SRIA Board.

General Provisions:

1. In no case will the new minimum annual lease fee be less than the minimum annual lease fee in existence at the time of the application of this policy (hereinafter called original annual lease fee)

2. The original annual lease fee and monthly percentage fee payments will be paid at the same time and in the same manner as prescribed in the terms of the master lease.

3. At the end of the lease year, if the total lease fee payments (original annual lease fee and monthly percentage fees) are not greater than or equal to the amount of the new minimum annual lease fee, the master leaseholder will be billed for the balance of the new minimum annual lease fee.

4. If the master leaseholder is closed for an extended period during which percentage fee payments are not generated, and the closure has been approved by the SRIA Board, the master leaseholder will be offered the option to pay the new minimum annual lease fee in quarterly increments to avert the requirement for a large lump-sum payment at the end of the lease year.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MOBILE VENDOR SERVICES
ADOPTED: 03-12-2008
REVISED: 11-04-2020, 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

To provide guidelines for the licensing and regulation of not more than two mobile vendor services in the parking lots of Fort Pickens Gate Park and not more than one mobile vendor service in the parking lot of Park East on Santa Rosa Island for the purpose of permitting the sale of food and 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.

This policy shall apply to the Mobile Vendor Services under the jurisdiction of the Santa Rosa Island Authority.

Definitions:

1. *Designated Parking Lots* – Fort Pickens Gate Park and Park East parking lots.

2. *Mobile Vendor Service* – A person, firm or corporation responsible for providing food and non-alcoholic beverages to the general public from mobile trailers at Designated Parking Lots either personally or directly through an agent or employee.

3. *Mobile Vendor Service License* – A license granted by the Santa Rosa Island Authority to a Mobile Vendor Service for sites in the Designated Parking Lots.

4. *Sites* – Established locations of a Mobile Vendor Service within the Designated Parking Lots as described in this policy.

Policy:

1. Not more than two Mobile Vendor Service Licenses shall be granted pursuant to this policy for the non-exclusive use of the Sites.

2. Applicants for the Mobile Vendor Service Licenses must complete and submit a proposal for a Mobile Vendor Service License pursuant to Request for Proposals issued by the Santa Rosa Island Authority, which will be considered by the Santa Rosa Island Authority in determining the issuance of the Mobile Vendor Services License. The Mobile Vendor Service License will be granted to a Mobile Vendor Service by the

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

3. The Mobile Vendor Services granted a Mobile Vendor Service License ("Licensee") shall be limited to the use of the Sites in the Designated Parking Lots 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 trailer utilized by the Licensee for the operation of the Mobile Vendor Service may not exceed 10,500 lbs. per Escambia County Ordinance Sec. 94-98.

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. Failure to comply with the terms of this policy will result in immediate revocation of the Mobile Vendor Service 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 trailer must be removed from the Sites within forty-eight (48) hours of the Licensee's receipt of the notice of revocation.

9. Any Mobile Vendor Service License granted pursuant to this policy will be for a term of one year, unless sooner terminated pursuant to the terms of the License. The Licensee may request a renewal for an additional term of one year with at least sixty (60) days advanced notice prior to end of the Term of the License and such request shall not unreasonably be denied by the Licensor. The Mobile Vendor Service 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 policies and procedures relating to the issuance of the Mobile Services Vendor License. This Mobile Vendor Service License may not be assigned, or otherwise transferred, without the written consent of the Santa Rosa Island Authority.

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

11. In the event of a storm or other impending disaster, all the Licensee's items and equipment, including but not limited to the trailer, must be removed within twelve (12) hours notification 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.

12. All storage facilities for the Licensee's items and equipment, including but not limited to the trailer, must be approved by the Santa Rosa Island Authority's Development Services Department and if required, the Florida Department of Environmental Protection.

13. All the Licensee's items and equipment, including but not limited to the trailer, must be removed from the Sites at the expiration of the Mobile Services Vendor License.

14. Sale of alcoholic beverages at the Sites and/or by the Licensee is prohibited.

15. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Escambia County Ordinance Sec. 102-65. The method of storage and transportation of all drink items must be approved by the Santa Rosa Island Authority prior to use.

16. 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 trailer, which may be on the Sites during the term of the Mobile Vendor Service 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 negligence of the Santa Rosa Island Authority.

17. 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.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MOTORIZED WATERCRAFT CONCESSIONS ON THE GULF OF MEXICO
ADOPTED: 04-15-1998
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to prohibit the establishment of motorized watercraft concessions, including, but not limited to, rentals or charters on those properties on the Gulf of Mexico on the portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

Policy:

Motorized watercraft concessions include those concessions renting or chartering jet boats, motorboats, or personal watercraft for use by the citizens of and visitors to that portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

Prohibition of motorized watercraft concessions on those properties on the Gulf of Mexico on the portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority is in the best interest of the health, safety and welfare of the citizens and visitors on Santa Rosa Island who are entitled to the safe enjoyment of the waters on the Gulf of Mexico.

This policy applies only to the approval of motorized watercraft concessions by the Santa Rosa Island Authority and does not apply to the use of privately owned motorized watercraft, which are governed by Escambia County Ordinance Sec. 74-61.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: NON-ENFORCEMENT OF HOA COVENANTS AND RESTRICTIONS
ADOPTED: 10-10-1979
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to establish the Santa Rosa Island Authority's position relating to homeowners' associations.

Policy:

The Santa Rosa Island Authority is not party to the covenants and restrictions applicable to the various subdivisions and developments on Pensacola Beach. The Authority does not assume any obligation to enforce the covenants and restrictions unless the violation constitutes a breach of the Authority's General Covenants and Restrictions, the terms of the lease agreement, or other regulations/policies adopted by the Authority.

In developments/subdivisions having active homeowners' associations, the Authority will require provision of letters of comment from the association prior to taking action on a development request. Association representatives may also appear at board and committee meetings at which items are being considered to represent the position of the subdivision or development.

If SRIA staff is unable to obtain a letter of comment from the association's manager within a reasonable time, (14 business days), and the request meets the minimum requirements of the lease and the Land Development Code, and does not contravene with any other local, state or federal regulations, SRIA staff will have the option to process the application without the association's comments. This action will be noted on the approval documents from SRIA.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: NON-OPERATIONAL HOTEL INTERRUPTION FEE
ADOPTED: 10-10-2007
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to establish a fee to be applied to existing hotels* in the event the owner(s) tear down a functional/operational hotel to build a new hotel. If a functional/operational hotel is torn down, the Santa Rosa Island Authority will lose the revenue source/fees generated by the hotel. The revenue is used for Island Authority operations, and the loss would cause a burden to those operations. The following policy will be used to compute the fees required by a hotel during the interruption of business. The policy also provides an explanation of the credit the hotels will receive once they become operational.

Policy:

The owner/developer of the hotel to be torn down agrees to pay an amount per year that is equal to the highest annual year fees paid to the Santa Rosa Island Authority within the past five years of business.

The Santa Rosa Island Authority agrees to provide a credit for the annual amounts paid by the hotel per year and an additional lease fee relief of three percent per year. The credits will be provided during the first two years the new hotel is operational and will be paid in two equal installments on the annual anniversary date of the lease.

* the term hotel includes, but is not limited to establishments named as lodge, motel, inn, suite and other titles used in the hospitality industry to identify such establishments.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PROCEDURE FOR DEVELOPMENT/LEASE/LAND USE CHANGES
ADOPTED: 10-30-1996
REVISED: 08-13-2008; 02-28-2024
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to provide clear procedure for development, lease, and land use changes.

Policy:

Any development, lease, or land use change will require a formal written request be provided by the leaseholder to the SRIA. Staff will review the request and determine the appropriate process for the applicant. SRIA staff will provide the required application and instructions to the applicant.

Quasi-judicial hearings:

The following requests shall require the SRIA Board to hold a Quasi-Judicial Hearing to review and establish records of evidence in support of the Escambia County Land Development Code ("LDC") criteria.

A. **Variance.** Grant, grant with conditions, or deny applications for substantial hardship variance to the strict site-specific application eligible LDC development standards.
B. **Conditional Uses.** Grant, grant with conditions, or deny applications for conditional uses as identified within applicable zoning or other LDC provisions.
C. **Zoning Map Amendments.** Make recommendations to the BCC regarding approval of requested zoning map amendments (rezoning), particularly as to consistency with the comprehensive plan and LDC.
D. Any other request as deemed necessary by the SRIA Executive Director in consultation with the SRIA attorney.

The SRIA will follow the procedures set forth in the LDC for quasi-judicial proceedings, including the notification requirements set forth in section 2-6.2 of the LDC.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PUBLIC RECORDS REQUEST FEE SCHEDULE
ADOPTED: 04-14-2010
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to establish a written fee schedule for public records requests:

Policy:

In accordance with Florida Statutes Chapter 119, should the nature or volume of public records requested require extensive use of information technology resources or extensive clerical or supervisory assistance, a deposit may be required before staff will commence efforts to fulfill the request. Payment is required from the person or agency requesting the records at the time of service.

Fees will be as follows:

1. One-sided black & white copy, 8 1/2 x 14 or smaller	$.15 per page
2. Two-sided black & white copy, 8 1/2 x 14 or smaller	$.20 per page
3. One-sided black & white 11 x 17	$.20 per page
4. Two-sided black & white 11 x 17	$.30 per page
5. Color copy, 8 1/2 x 14 or smaller	$.50 per page
6. Color copy, 11 x 17	$.65 per page
7. USB	Cost of material

Labor: Labor cost shall be based on the hourly wage and benefits of the lowest paid employee within the department having knowledge and expertise to perform the task if the nature and volume of public records requested to be inspected or copied requires more than fifteen (15) minutes of information technology resources and/or clerical or supervisory assistance personnel of Santa Rosa Island Authority.

Postage: Actual Cost

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: READER BOARD/ELECTRONIC SIGN USAGE
ADOPTED: 06-14-2000
REVISED: 06-24-2009, 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The primary purpose of the Reader Board/ Electronic Sign is to promote public safety. The community sign is designed to provide a means of informing the residents and visitors to Pensacola Beach of important civic and community events and activities that will occur on Pensacola Beach. The sign will also provide a method for public service communication from the SRIA.

Policy:

1. Eligible Users
   A. The community sign may be used by appropriate groups that sponsor public events at Pensacola Beach.
   B. The SRIA reserves the right to designate certain Pensacola Beach based civic and community groups to have priority over other users if demand for sign space so dictates.
   C. The SRIA may, at its own initiative, use the reader board to provide a short welcome message to new businesses on Pensacola Beach, which will be publicized for 24 hours after the business opens.

2. Eligible Messages
   A. Messages to be displayed must be related to an event or activity that will occur on Pensacola Beach. Public service announcements related to safety or public education may be permitted, as well.
   B. The SRIA reserves the right to decline or change messages as it deems appropriate. Users will be notified whenever possible when a message is changed or deleted.
   C. Normally, messages will be displayed for seven (7) days or less and will be changed when required by scheduling needs.

3. Requests for Reader Board/Electronic Sign Space
   A. Requests for display of messages on the community sign will be considered on a first come, first served basis. The SRIA reserves the right, however, to give priority to one message over another in the public interest. In such cases the SRIA will inform those parties affected whenever possible.
   B. Message requests must be written and received at the SRIA office by Thursday, 4:00 pm prior to the desired date of display the following week.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REIMBURSEMENT OF SRIA FEES FOR CHARITABLE ORGANIZATIONS
ADOPTED: 07-09-2008
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

The purpose of this policy is to allow a nonprofit charitable organization to recover the costs of the SRIA fees paid for food and beverages for their fund-raising event.

Policy:

The SRIA is to use its own revenue sources after all bond covenants for the year have been satisfied, to make contributions to the Not-for-Profit in the amount equal to the SRIA fees charged for food and beverages to the Not-for-Profit. This policy does not entitle anyone with a consumer's certificate of exemption to be eligible for reimbursement of SRIA fees. Only those nonprofit charitable organizations holding a fund-raising event are entitled to the reimbursement of SRIA fees charged for food and beverages. This reimbursement must have prior approval from the Executive Director of the SRIA and the reimbursement must not impose a financial hardship on the SRIA.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF COMMERCIAL RENTAL INCOME
ADOPTED: 02-10-1999
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

The purpose of this policy is to provide clear instructions to commercial leaseholders that any income received by them as rent, percentage payments, lease fees, etc. from the rental of their commercial leasehold property is subject to SRIA lease fees and must be reported as gross revenue on the SRIA monthly report form, as required by the terms of their lease.

Policy:

1. Written notification will be sent to all commercial leaseholders advising that income received by the leaseholder from any source, including rental income from tenants or sublessees, is subject to the terms and conditions contained within their lease agreement with the SRIA, and is subject to payment of SRIA fees.

2. The SRIA monthly report form includes a column identified for collection of fees or income from sublessees or tenants.

3. Such income from sublessees or tenants is subject to a 5% SRIA fee and payment of the appropriate State of Florida Sales Tax on that percentage fee.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF PASS-THROUGH ITEMS
ADOPTED: 02-10-1999
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

The purpose of this policy is to identify sources of revenue collected by commercial leaseholders and paid for by customers or clients solely to reimburse the commercial leaseholder for charges by a third party for a service received on behalf of the customer or client. Identification of such revenue transactions is necessary to determine whether percentage fee payments should be assessed to commercial leaseholders acting solely as a conduit to facilitate access to services not available on the leased property.

Policy:

1. If a commercial leaseholder enters into a transaction on behalf of its customer or client and receives a payment that is directly and entirely paid to a third party, without any compensation to the commercial leaseholder, that transaction is not subject to payment of SRIA fees.

   Example #1- Hotel makes golfing arrangements for a customer and pays the golf club for the customer's golfing fees, passing the cost to the customer without additional costs. This revenue should be reported as a pass-through fee, but no percentage fees should be charged as the commercial leaseholder does not receive income as a result of the transaction.

2. If a commercial leaseholder enters into a transaction on behalf of its customer or client and receives income for that transaction in the form of a service fee, charge, or commission paid by the customer or the third-party client to the commercial leaseholder for the transaction, then the service fee, charge or commission must be reported and is subject to payment of the appropriate percentage fee. As noted, the actual cost of the transaction is exempt if the income was paid directly and entirely to a third party by the commercial leaseholder on behalf of its customer or client.

   Example #2- Hotel charges a service fee, charge or commission for streaming movies to a hotel room (e.g. $0.99 per movie). The service fee, charge or commission assessed to the customer for the streaming service will be subject to reporting and assessment of the appropriate SRIA fees.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF SRIA FEES
ADOPTED: 02-10-1999
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING/FINANCE

Purpose:

The purpose of this policy is to provide notice to all commercial leaseholders that separate assessment of the required percentage fees to their customers/clients/tenants in the form of a "SRIA Fee" is considered gross revenue and must be reported to the Santa Rosa Island Authority as income upon which a percentage fee, as specified by the lease, is due.

Policy:

This policy requires separate reporting and payment of percentage fees on the "SRIA Fees" when such fee is separately assessed and collected from the customer by the leaseholder. If "SRIA Fees" collected from the customer are reported by category (i.e., beer and wine, liquor, food), then the percentage rental due on the fee income will be the percentage established by the lease for each category. If the collected fees are not broken down by category, then the 5% rate will apply.

Commercial leaseholders shall notice their customers/clients/tenants by means of a sign, brochure, or other adequate notification that the separate assessment marked as a "SRIA Fee" is the operating fee that the commercial leaseholder owes the Santa Rosa Island Authority as a condition of their lease agreement. In no case shall the "SRIA Fee" advertised and charged exceed the actual percentage fee amounts due the Santa Rosa Island Authority or be misrepresented as a "tax".

Inclusion of the "SRIA Fee" on the monthly report forms and subsequent payment of percentage fees on this income shall begin immediately upon adoption of this policy.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: RESIDENTIAL LEASES AND AMENDMENTS
ADOPTED: 04-04-2001
REVISED: 11-15-2023, 03-27-2024
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to facilitate the standardization of residential leases and amendments.

Policy:

1. Residential leases will utilize one of the following templates:

    A. Single-Family Residential Lease (Exhibit A)
    B. Amended and Restated Single-Family Residential Lease (Exhibit B)

Instances where Exhibit A would be utilized are rare and would occur only when an existing leaseholder chooses not to renew or if a leaseholder simply abandons the leasehold property. A new lease would then be executed with a new lessee. Exhibit B is for renewals that are currently negotiable or when a leaseholder initiates a request that would open the lease such as a development change.

The template language will also be utilized, when applicable, for new leases or amended and restated multi-family (condominium) leases.

2. Residential lease amendments for renewing the term of the lease where the renewal is for 99-years on like terms and conditions, with the option for further 99-year renewals, will utilize the following template:

    A. Amendment to Single-Family Residential Lease (Exhibit C)

3. Residential lease amendments for construction will utilize one of the following:

    A. Amendment to Single-Family Residential Lease Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement) (Exhibit D)
    B. Amendment to Single-Family Residential Lease for Substantial Improvements (Non-Conversion Agreement) (Exhibit E)
    C. Pier Amendment to Lease (Exhibit F)

4. To determine the new annual lease fee for existing residential leases when an Amended and Restated Lease is being executed or when the lease fee is negotiable upon renewal, one of two methods, <u>whichever is greater</u>, will apply.

   A. Utilizing the US Bureau of Labor Statistics CPI Inflation calculator, the lease fee and corresponding month/year stated in original and/or prevailing lease will be inserted into the calculator and adjusted to its current equivalence; or

   B. The new lease fee will be established as the average annual rental of single-family residential leases at the time of said renewal or in the case of new leases.

Prepared by:
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SINGLE-FAMILY RESIDENTIAL LEASE

THIS SINGLE-FAMILY RESIDENTIAL LEASE, hereafter called the "Lease," between **SANTA ROSA ISLAND AUTHORITY,** hereafter called the "Authority," and _____hereafter called the "Lessee," is effective as of the date of execution by all parties. This Single-Family Residential Lease supersedes any prior leases covering the leasehold property more thoroughly described as:

Insert Legal Description

(hereinafter the "Demised Premises").

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The initial term of this Lease shall begin on _____ and extend for a period of ninety-nine (99) years, ending on _____.

2. RENT

Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of $_____ payable annually in advance.

This annual rental is subject to adjustment on a five (5) year basis to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index ("CPI" is hereby defined as all "urban consumers, "1982-1984, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government established cost of living index) such adjustments to be made every five (5) years. It is intended that the annual rental payable hereunder will be increased or decreased in proportion to the changes reflected in such index over the figures reflected on the date of this Lease or on the date of the last prior adjustment. But in no case shall the annual rental be less than $_____.

3. USE OF PROPERTY

The Demised Premises is leased to Lessee as residential property for the purpose of constructing and maintaining a beach home, seasonal or permanent as a single-family residence thereon. Lessee covenants and agrees, at his own cost and expense, to erect and maintain a single-family dwelling on said Demised Premises according to and in conformity with plans to be approved by the Authority.

4. TITLE TO IMPROVEMENTS

Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

5. DESTRUCTION OF PREMISES

In the event of damage to or destruction of any Improvements herein required to be constructed on the Demised Premises by fire, windstorm, water of any other cause whatsoever, Lessee shall at its own cost, within six (6) months' time, (the "Repair Period"), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Authority shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. 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 upon request be payable to the Authority and Lessee jointly to assure the repair or replacement of such Improvements and/or leveling Improvements and cleaning of the Demised Premises. The Authority 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. If Lessee elects not to repair or replace such Improvements and to abandon this Lease, the Authority may, if it consents to the termination of this Lease, retain as compensation for the cost of restoring the Demised Premises to a tenantable condition and for accepting termination of this Lease, an amount from the insurance proceeds above any amount due to any mortgagee sufficient to level Improvements and clear the Demised Premises.

In the event of damage to or destruction of the Improvements at a time when (i) any federal agency, (ii) Federal National Mortgage Association or (iii) Government National Mortgage Association or their respective successors or assigns (each a "Special Entity") has an interest in the leasehold estate (a "Leasehold Interest") by reason of (a) insuring or guaranteeing a loan thereon, (b) having purchased a loan secured by such leasehold estate, (c) having acquired title pursuant to a mortgage foreclosure or delivery of deed in lieu of foreclosure or (d) otherwise, then, in that event, the leasehold estate shall not be forfeited or terminated by reason of a failure to repair or rebuild said Improvements within a period of sixty (60) days following the expiration of the Repair Period or at any time while a foreclosure action is pending; provided, however, that upon transfer of title of said parcel to another party, the provisions of the above paragraph shall again become applicable and such party shall be required to repair or rebuild as the case may require, within the Repair Period.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Authority. The Authority shall be named as additional insured on all policies. Proof of insurance must be provided to the Authority upon request.

6. INDEMNITY

All property of every kind which may be on the Demised Premises during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Authority shall not be liable to Lessee, or any other person for the property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Authority shall not be liable to Lessee or to Lessee's licensees, permitees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Demised Premises as wholly suitable for the purpose for which it is leased and agrees to hold the Authority harmless from all claims for any such damage.

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

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Authority. The Authority shall be named as an additional insured on all policies. Proof of such insurance must be provided to the Authority upon request.

7. APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS

This Lease and the Demised Premises are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 Page 303 of the public records of said County; and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the Demised Premises shall always be subject to applicable laws, regulations, covenants, restrictions, and building codes adopted from time to time by the Authority any other governmental agency having authority over the Demised Premises, provided that none of the provisions herein benefitting a Special Entity may be modified, amended or affected without the consent of any Special Entity having a Leasehold Interest.

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 Demised Premises, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Demised Premises. Lessee shall also keep and maintain the Demised Premises in a clean, attractive, and safe condition.

Lessee further covenants and agrees as follows:

(a) Not to use or occupy the Demised Premises for any purpose or business other than other than herein specified, nor permit the same, without the prior written consent of the Authority.
(b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the Demised Premises.

The Authority further covenants and agrees that if the Lessee shall pay the assessment as herein provided and shall keep, observe and perform all of the other covenants of this Lease to be kept, observed and performed by the Lessee, the Lessee shall peaceably and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.

8. 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, such public utilities and public services relating to health and sanitation as may from time to time be made available by the Authority, or by other pursuant to agreements, licenses or permits with the Authority. Nothing in this paragraph shall obligate the Authority to provide any service. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

9. REPAIRS AND MAINTENANCE

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

10. ASSIGNMENTS AND TRANSFERS

Lessee may sell, assign, sublet or mortgage this Lease, without the prior written approval of the Authority. Lessee may not sell, assign or sublet this Lease in part without the prior written approval of the Authority. So long as a mortgagee has notified the Authority of its address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the Lessee, and this Lease may not be terminated for such default until thirty (30) days after such notice, during which period either the mortgagor or mortgagee may remedy the default.

Each and all of the provisions, agreements, covenants and conditions of this Lease shall extend to and shall bind and be obligatory upon, or ensure to the benefit of the successors, sublessees, underlessees and assigns of the parties.

11. 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 Demised Premises.

12. LESSOR'S ACCESS

The Authority and the Authority's agent shall at all reasonable times have access to the Demised Premises for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

13. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE

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

(1) If Lessee shall desert or vacate the Demised Premises;
(2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
(3) If Lessee fails to properly develop the Demised Premises in the manner and within the time frame specified;
(4) If default shall be made by the Lessee in the performance of any of the terms or conditions of this 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 regulation the Lessee's property;
(6) The Authority may immediately terminate and cancel Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit or creditors, provided, however, so long as any Special Entity has a Leasehold Interest and has furnished the Authority and address where notice to it may be sent then, in that event, the Authority may not terminate this Lease for violation of this subparagraph without the consent of said Special Entity.

In case any portion of the rental, assessments or debts attributable to the use and occupancy of the Demised Premises remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue on such nonpayment and default after thirty (30) days' notice in writing from the Authority (the "Initial Notice Period"), then, the Authority may declare the Lease terminated and may take possession of the Demised Premises and all the Improvements thereon and this Lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to it may be sent, then in that event, the Authority may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Authority has mailed notice

of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Authority may declare this Lease terminated and may take possession of the Demised Premises and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to them may be sent, then, in that event, the Authority may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Demised Premises and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Authority shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

In the event full payment of all rentals due shall not be made to the Authority within seven (7) days after the date on which such payment becomes due, there shall be a late payment charge of ten percent (10%) of the amount due, provided, however, the later charge payable between the 8th and 30th day after the date said rental payment becomes due shall be a minimum of twenty-five dollars ($25.00) or ten percent (10%) of the amount due, whichever is greater; and the late charge payable after thirty (30) days from the date payment becomes due shall be a minimum of one hundred dollars ($100.00) or ten percent (10%) of the amount due, whichever is greater. All monies due shall bear interest at the rate of one-and-one-half percent (1 ½%) per month from their due-date.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder which are not paid on the date due, to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable attorney's fees 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 and attorney's fees incurred on any appeals.

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

14. WAIVERS

The failure of the Authority to insist, in any one or more instances, on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this 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 the Authority 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 the Authority of any provision

hereof shall be deemed to have been made unless expressed in writing and signed by the Authority.

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

15. LEASEHOLD MORTGAGES

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligations (each, a "Leasehold Mortgage"), and to refinance and/or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage. Each holder of a Leasehold Mortgage (each, a "Leasehold Mortgagee") may, but shall not be required to, perform on Lessee's behalf any of Lessee's obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Authority and Escambia County, Florida are concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

16. ESTOPPEL CERTIFICATES

The Authority shall, without charge, at any time, within ten (10) days of request by Lessee or a Leasehold Mortgagee, execute, acknowledge, and deliver an estoppel certificate to such party requesting the same. A complete and accurate copy of this Lease, with all modifications and supplements, shall be attached to the certificate. The Authority shall certify: (i) that the copy of the Lease attached to the certificate is complete and accurate, with all modifications and supplements (or , if it be unmodified, the certificate shall so state); (ii) that the Lease is valid and in full force and effect in accordance with its terms; (iii) that the Lessee is not in default under the Lease and that no notice of default or notice of intent to terminate the Lease has been served on Lessee; (iv) that there is no claim, defense or offset against Lessee; (v) the commencement and termination dates of the Lease; (vi) the current addresses to which notices to be sent to the Authority and/or Escambia County, Florida pursuant to the Lease should be sent; and (vii) such other matters as the requesting party may reasonably request. If the Lessee is in default, the party certifying the estoppel certificate shall specifically state the nature of such default and list the steps necessary to cure the same.

17. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

18. END OF TERM

Upon the expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the Demised Premises in as good state and condition as reasonable use and wear will permit.

19. RENEWALS

In the event Lessee shall fully perform all the terms, provisions and conditions on his or her part to be performed for the full term of this Lease, Lessee shall have the right and privilege, at his or her election, to renew this Lease for a further term of ninety-nine (99) years by giving the Authority written notice of such election to renew not later than six months prior to the expiration of the lease. Such renewal shall be on like covenants, provisions and conditions as are in this lease, including an option for further renewals.

20. PARAGRAPH HEADINGS

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

21. NOTICES

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other or by any lender and/or Special Entity (or their respective agents) to the Authority and shall be deemed to have been received on the date of actual receipt by the addressee. In the event Lessee fails to provide the Authority with such an address then the notice address for such Lessee shall be the address of the Demised Premises.

22. ENTIRE AGREEMENT

Except as provided below, this instrument constitutes the entire agreement between the Authority and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to this subject matter of this Lease are canceled and superseded by the provisions of this Lease.

[SIGNATURES ON FOLLOWING PAGES]

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2023, by _____ & _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

Prepared by:
Kara Gauntt
Santa Rosa Island Authority
1 Via de Luna Dr.
Pensacola Beach, FL 32561

AMENDED AND RESTATED SINGLE-FAMILY RESIDENTIAL LEASE

THIS AMENDED AND RESTATED SINGLE-FAMILY RESIDENTIAL LEASE between **SANTA ROSA ISLAND AUTHORITY,** hereafter called the "Authority," and _____ hereafter called the "Lessee," is effective as of the date of execution by all parties. This Amended and Restated Single-Family Residential Lease supersedes any prior leases covering the leasehold property more thoroughly described as:

Insert Legal Description

(hereinafter the "Demised Premises").

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The initial term commencement date of the Lease was _____, for a period of ninety-nine (99) years, ending on _____ [insert date first 99-year term ends]. This term of this Amended and Restated Lease (hereafter the "Lease") shall begin on _____ [insert date of execution by all parties] and extend for a period of ninety-nine (99) years, ending on _____ [insert date 99-years from date of execution by all parties].

2. RENT

Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of $_____ payable annually in advance.

This annual rental is subject to adjustment on a five (5) year basis to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index ("CPI" is hereby defined as all "urban consumers, "1982-1984, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government established cost of living index) such adjustments to be made every five (5) years. It is intended that the annual rental payable hereunder will be increased or decreased in proportion to the changes reflected in such index over the figures reflected on the date of this Lease or on the date of the last prior adjustment. But in no case shall the annual rental be less than $_____.

3. USE OF PROPERTY

The Demised Premises is leased to Lessee as residential property for the purpose of constructing and maintaining a beach home, seasonal or permanent as a single-family

residence thereon. Lessee covenants and agrees, at his own cost and expense, to erect and maintain a single-family dwelling on said Demised Premises according to and in conformity with plans to be approved by the Authority.

4. TITLE TO IMPROVEMENTS

Title to any building or improvements of a permanent character (the “Improvements”) that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

5. DESTRUCTION OF PREMISES

In the event of damage to or destruction of any Improvements herein required to be constructed on the Demised Premises by fire, windstorm, water of any other cause whatsoever, Lessee shall at its own cost, within six (6) months’ time, (the “Repair Period”), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Authority shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. 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 upon request be payable to the Authority and Lessee jointly to assure the repair or replacement of such Improvements and/or leveling Improvements and cleaning of the Demised Premises. The Authority 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. If Lessee elects not to repair or replace such Improvements and to abandon this Lease, the Authority may, if it consents to the termination of this Lease, retain as compensation for the cost of restoring the Demised Premises to a tenantable condition and for accepting termination of this Lease, an amount from the insurance proceeds above any amount due to any mortgagee sufficient to level Improvements and clear the Demised Premises.

In the event of damage to or destruction of the Improvements at a time when (i) any federal agency, (ii) Federal National Mortgage Association or (iii) Government National Mortgage Association or their respective successors or assigns(each a “Special Entity”) has an interest in the leasehold estate (a “Leasehold Interest”) by reason of (a) insuring or guaranteeing a loan thereon, (b) having purchased a loan secured by such leasehold estate, (c) having acquired title pursuant to a mortgage foreclosure or delivery of deed in lieu of foreclosure or (d) otherwise, then, in that event, the leasehold estate shall not be forfeited or terminated by reason of a failure to repair or rebuild said Improvements within a period of sixty (60) days following the expiration of the Repair Period or at any time while a foreclosure action is pending; provided, however, that upon transfer of title of said parcel to another party, the provisions of the above paragraph shall again become

applicable and such party shall be required to repair or rebuild as the case may require, within the Repair Period.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Authority. The Authority shall be named as additional insured on all policies. Proof of insurance must be provided to the Authority upon request.

6. INDEMNITY

All property of every kind which may be on the Demised Premises during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Authority shall not be liable to Lessee, or any other person for the property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Authority shall not be liable to Lessee or to Lessee's licensees, permitees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Demised Premises as wholly suitable for the purpose for which it is leased and agrees to hold the Authority harmless from all claims for any such damage.

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

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Authority. The Authority shall be named as an additional insured on all policies. Proof of such insurance must be provided to the Authority upon request.

7. APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS

This Lease and the Demised Premises are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 Page 303 of the public records of said County; and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the Demised Premises shall always be subject to applicable laws, regulations, covenants, restrictions, and building codes adopted from time to time by the Authority any other governmental agency having authority over the Demised Premises, provided that none of the provisions herein benefitting a Special Entity may be modified, amended or affected without the consent of any Special Entity having a Leasehold Interest.

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 Demised Premises, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Demised Premises. Lessee shall also keep and maintain the Demised Premises in a clean, attractive, and safe condition.

Lessee further covenants and agrees as follows:

(a) Not to use or occupy the Demised Premises for any purpose or business other than other than herein specified, nor permit the same, without the prior written consent of the Authority.
(b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the Demised Premises.

The Authority further covenants and agrees that if the Lessee shall pay the assessment as herein provided and shall keep, observe and perform all of the other covenants of this Lease to be kept, observed and performed by the Lessee, the Lessee shall peaceably and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.

8. 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, such public utilities and public services relating to health and sanitation as may from time to time be made available by the Authority, or by other pursuant to agreements, licenses or permits with the Authority. Nothing in this paragraph shall obligate the Authority to provide any service. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

9. REPAIRS AND MAINTENANCE

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

10. ASSIGNMENTS AND TRANSFERS

Lessee may sell, assign, sublet or mortgage this Lease, without the prior written approval of the Authority. Lessee may not sell, assign or sublet this Lease in part without the prior written approval of the Authority. So long as a mortgagee has notified the Authority of its address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the Lessee, and this Lease may not be terminated for such default until thirty (30) days after such notice, during which period either the mortgagor or mortgagee may remedy the default.

Each and all of the provisions, agreements, covenants and conditions of this Lease shall extend to and shall bind and be obligatory upon, or ensure to the benefit of the successors, sublessees, underlessees and assigns of the parties.

11. 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 Demised Premises.

12. LESSOR'S ACCESS

The Authority and the Authority's agent shall at all reasonable times have access to the Demised Premises for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

13. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE

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

(1) If Lessee shall desert or vacate the Demised Premises;
(2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
(3) If Lessee fails to properly develop the Demised Premises in the manner and within the time frame specified;
(4) If default shall be made by the Lessee in the performance of any of the terms or conditions of this 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 regulation the Lessee's property;
(6) The Authority may immediately terminate and cancel Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit or creditors, provided, however, so long as any Special Entity has a Leasehold Interest and has furnished the Authority and address where notice to it may be sent then, in that event, the Authority may not terminate this Lease for violation of this subparagraph without the consent of said Special Entity.

In case any portion of the rental, assessments or debts attributable to the use and occupancy of the Demised Premises remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue on such nonpayment and default after thirty (30) days' notice in writing from the Authority (the "Initial Notice Period"), then, the Authority may declare the Lease terminated and may take possession of the Demised Premises and all the Improvements thereon and this Lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Authority that it has a Leasehold Interest

and has furnished the Authority an address where notice to it may be sent, then in that event, the Authority may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Authority has mailed notice of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Authority may declare this Lease terminated and may take possession of the Demised Premises and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to them may be sent, then, in that event, the Authority may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Demised Premises and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Authority shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

In the event full payment of all rentals due shall not be made to the Authority within seven (7) days after the date on which such payment becomes due, there shall be a late payment charge of ten percent (10%) of the amount due, provided, however, the later charge payable between the 8th and 30th day after the date said rental payment becomes due shall be a minimum of twenty-five dollars ($25.00) or ten percent (10%) of the amount due, whichever is greater; and the late charge payable after thirty (30) days from the date payment becomes due shall be a minimum of one hundred dollars ($100.00) or ten percent (10%) of the amount due, whichever is greater. All monies due shall bear interest at the rate of one-and-one-half percent (1 ½%) per month from their due-date.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder which are not paid on the date due, to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable attorney's fees 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 and attorney's fees incurred on any appeals.

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

14. WAIVERS

The failure of the Authority to insist, in any one or more instances, on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this 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 the Authority 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 the Authority of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Authority.

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

15. LEASEHOLD MORTGAGES

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligations (each, a "Leasehold Mortgage"), and to refinance and/or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage. Each holder of a Leasehold Mortgage (each, a "Leasehold Mortgagee") may, but shall not be required to, perform on Lessee's behalf any of Lessee's obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Authority and Escambia County, Florida are concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

16. ESTOPPEL CERTIFICATES

The Authority shall, without charge, at any time, within ten (10) days of request by Lessee or a Leasehold Mortgagee, execute, acknowledge, and deliver an estoppel certificate to such party requesting the same. A complete and accurate copy of this Lease, with all modifications and supplements, shall be attached to the certificate. The Authority shall certify: (i) that the copy of the Lease attached to the certificate is complete and accurate, with all modifications and supplements (or , if it be unmodified, the certificate shall so state); (ii) that the Lease is valid and in full force and effect in accordance with its terms; (iii) that the Lessee is not in default under the Lease and that no notice of default or notice of intent to terminate the Lease has been served on Lessee; (iv) that there is no claim, defense or offset against Lessee; (v) the commencement and termination dates of the

Lease; (vi) the current addresses to which notices to be sent to the Authority and/or Escambia County, Florida pursuant to the Lease should be sent; and (vii) such other matters as the requesting party may reasonably request. If the Lessee is in default, the party certifying the estoppel certificate shall specifically state the nature of such default and list the steps necessary to cure the same.

17. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

18. END OF TERM

Upon the expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the Demised Premises in as good state and condition as reasonable use and wear will permit.

19. RENEWALS

In the event Lessee shall fully perform all the terms, provisions and conditions on his or her part to be performed for the full term of this Lease, Lessee shall have the right and privilege, at his or her election, to renew this Lease for a further term of ninety-nine (99) years by giving the Authority written notice of such election to renew not later than six months prior to the expiration of the lease. Such renewal shall be on like covenants, provisions and conditions as are in this lease, including an option for further renewals.

20. PARAGRAPH HEADINGS

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

21. NOTICES

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other or by any lender and/or Special Entity (or their respective agents) to the Authority and shall be deemed to have been received on the date of actual receipt by the addressee. In the event Lessee fails to provide the Authority with such an address then the notice address for such Lessee shall be the address of the Demised Premises.

22. ENTIRE AGREEMENT

Except as provided below, this instrument constitutes the entire agreement between the Authority and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to this subject matter of this Lease are canceled and superseded by the provisions of this Lease.

[SIGNATURES ON FOLLOWING PAGES]

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2023, by _____ & _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

Prepared by:
Kara Gauntt
Santa Rosa Island Authority
1 Via de Luna Dr
Pensacola Beach, FL 32561

AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE

THIS AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE is entered into by and between **SANTA ROSA ISLAND AUTHORITY** (hereinafter "Authority") and _____ (hereinafter "Lessee").

RECITAL

WHEREAS, Authority and _____, original lessee, entered into that certain Residential Lease on _____(the "Lease," which term shall include and refer to all subsequent amendments and assignments), which Lease was recorded in Official Records Book ____ at page ____ of the public records of Escambia County, Florida, for the following-described premises:

Insert Legal Description

WHEREAS, the Lease was ultimately assigned to and assumed by Lessee under that certain Assignment of Lease dated _____ and recorded in Official Records Book ____ at page ____ of the public records of Escambia County, Florida; and

WHEREAS, the initial term of the Lease is for a period of ninety-nine (99) years dating from _____ and ending on _____ (the "Initial Lease Term"); and,

WHEREAS, the Lessee, pursuant to paragraph fourteen (14) of the Lease, has provided the Authority with written notice of their election to renew the term of the Lease and the Lease will renew for an additional ninety-nine (99) year term, on the like covenants, provisions and conditions as are in the Lease including an option for further renewals, upon the expiration of the Initial Lease Term; and,

WHEREAS, on _____, the Authority approved renewal of the Lease for another ninety-nine (99) year term, under like covenants, provisions and conditions, as are in the Lease, including an option for further renewals; and

WHEREAS, the approved renewal for an additional ninety-nine (99) years, under like covenants, provisions and conditions, including an option for further renewals, shall take effect on _____ without further action by the Authority.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do hereby agree and acknowledge as follows:

1. The recitals contained in the Recital of this Amendment to Single-Family Residential Lease are declared to be true and correct and are incorporated into this Amendment to Residential Lease.

2. The Lease is hereby amended as follows:

   Upon the expiration of the Initial Lease Term on _____, the Lease will renew for an additional ninety-nine (99) year term beginning _____, provided that the Lease has not been sooner terminated in accordance with its terms.

3. In all other respects, the Lease as amended shall remain unmodified or amended, and shall renew on like covenants, provisions, and conditions as are in the Lease including an option for further renewals upon the expiration of the renewed Lease Term.

4. This Amendment to Single-Family Residential Lease shall be effective as of the date the last party hereto executes.

[SIGNATURES ON FOLLOWING PAGES]

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202_, by _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

Prepared by:
Melody Bolster Forte
Santa Rosa Island Authority
1 Via de Luna Dr.
Pensacola Beach, FL 32561

EXHIBIT D

AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE
ADDRESSING CONSTRUCTION BELOW THE BASE FLOOD ELEVATION
(NON-CONVERSION AGREEMENT)

This amendment is hereby incorporated into and made part of that certain Lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (hereinafter "Lessor" or the "SRIA"), and _____, whose Lease Agreement is dated _____ and recorded in Official Records Book _____ at page _____of the public records of Escambia County, Florida, (herein the "Lease").

_____, is the Assignee of the Lease as evidenced by that certain Assignment of Lease dated _____, and recorded in Official Records Book _____ at page ____ of the Public Records of Escambia County, Florida, (herein the "Assignment of Lease").

In consideration of the Santa Rosa Island Authority's approval of the _____, the undersigned lessee hereby covenants, warrants, and agrees as follows:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned Lessee covenants and warrants that he is the present owner of the lease and the leasehold estate created by the lease.

(3) The purpose of this document is to draw attention to certain rules, regulations, and requirements regarding construction on Pensacola Beach. This document is not intended to and does not create or impair any rights or obligation that either party may have under existing laws, codes, or regulations.

(4) Said lease is hereby amended to include the following wording:

As a condition of obtaining SRIA approval, Lessee understands and agrees as follows:

a. All new and substantial improvement construction at Pensacola Beach is subject to the regulations, which from time to time may be amended, promulgated by the SRIA, Escambia County, and state and federal agencies.

b. The lease and subdivision plat for the subject leasehold restricts use of the structure thereon to a single-family dwelling unit. Conversion to allow for more than one dwelling unit is expressly prohibited under the terms of the lease with the SRIA.

c. SRIA, Escambia County and Federal Emergency Management Agency ("FEMA") regulations specifically require that none of the areas below the Base Flood Elevation (BFE) be designed or used for the purpose of human habitation. Human habitation includes, but is not limited to, working, sleeping, eating, cooking, recreation, or a combination thereof.

d. Periodic inspections may be conducted by the Santa Rosa Island Authority during the progress of construction projects to ensure that prescribed construction methods and materials are utilized to comply with the objective of eliminating or minimizing flood damage. The Santa Rosa Island Authority reserves the right to make future inspections of the leasehold upon reasonable notice to the Lessee.

e. Lessee accepts the obligation to abide by current and future regulations regarding flood insurance and building code requirements at Pensacola Beach, and to ensure that no additional construction will take place on the leasehold property without first obtaining written approval from the SRIA and issuance of all required permits for said construction.

(5) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Lessee under this Amendment shall bind Lessee's heirs, administrators, successors, and assigns.

(6) It is expressly agreed that upon execution, this Amendment shall be promptly recorded by Lessee in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease. Lessee agrees to provide a copy of the recorded amendment to the SRIA upon receipt thereof.

[**SIGNATURES ON FOLLOWING PAGES]**

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202_, by _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

Prepared by:
Melody Bolster Forte
Santa Rosa Island Authority
1 Via de Luna Dr.
Pensacola Beach, FL 32561

EXHIBIT E

AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE
SUBSTANTIAL IMPROVEMENTS (NON-CONVERSION AGREEMENT)

This amendment is hereby incorporated into and made part of that certain Lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (hereinafter "Lessor" or the "SRIA"), and _____, whose Lease Agreement is dated _____and recorded in Official Records Book _____ at page _____of the public records of Escambia County, Florida, (herein the "Lease").

_____, is the Assignee of the Lease as evidenced by that certain Assignment of Lease dated _____, and recorded in Official Records Book _____ at page ____ of the Public Records of Escambia County, Florida, (herein the "Assignment of Lease").

In consideration of the Santa Rosa Island Authority's approval of the _____, the undersigned lessee hereby covenants, warrants, and agrees as follows:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned Lessee, covenants and warrants that he is the present owner of the lease agreement and the leasehold estate created by the lease.

(3) Said lease is hereby amended to include the following terms:

As a condition of obtaining SRIA approval, Lessee understands and agrees as follows:

a. All new and substantial improvement construction at Pensacola Beach is subject to the regulations, which from time to time may be amended, promulgated by the SRIA, Escambia County, and other state and federal agencies.

b. SRIA, Escambia County and Federal Emergency Management Agency ("FEMA") regulations specifically require that none of the areas below the Base Flood Elevation (BFE) be designed or used for the purpose of human habitation. Human habitation includes, but is not limited to, working, sleeping, eating, cooking, recreation, or a combination thereof.

c. Lessee accepts the obligation to abide by current and future

regulations regarding building code requirements at Pensacola Beach, and to ensure that no additional construction will take place on the leasehold property without written approval from the SRIA and issuance of all required permits for said construction.

(4) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Lessee under this Amendment shall bind Lessee's heirs, administrators, successors, and assigns.

(5) It is expressly agreed that upon execution, this Amendment shall be promptly recorded by Lessee in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease. Lessee agrees to provide a copy of the recorded amendment to the SRIA upon receipt thereof.

[**SIGNATURES ON FOLLOWING PAGES]**

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202_, by _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

Prepared by:
Melody Bolster Forte
Santa Rosa Island Authority
1 Via de Luna Dr.
Pensacola Beach, FL 32561

EXHIBIT F

PIER AMENDMENT TO LEASE

THIS PIER AMENDMENT is hereby incorporated into, and made part of that certain lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (herein the "Lessor" or the "SRIA") and _____, whose lease is dated _____, recorded in Official Records Book _____ at page ____ of the Public Records of Escambia County, Florida, (herein the "Lease").

WHEREAS, Lessee is the present owner _____, the Assignee of the Lease as evidenced by that certain assignment of lease dated _____, recorded in Official Records Book _____ at page ____ of the Public Records of Escambia County, Florida, (herein the "Assignment of Lease").

In consideration of the SRIA's agreement to process the undersigned owner's application for a permit, to construct a pier from _____, Pensacola Beach, FL, per the final plans for the pier as permitted by the SRIA, the undersigned hereby covenants and agrees to the following:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned owner (herein the "Owner"), covenants and warrants that he is the present owner of the lease and the leasehold estate created by the lease.

(3) The owner agrees that he shall be responsible to the SRIA for insuring that the pier is constructed in accordance with pier construction requirements of the SRIA and in accordance with the drawings and specifications that are approved by the SRIA.

(4) The owner covenants and agrees, for himself and for his successors and assigns, that the pier, once constructed, shall be maintained in accordance with the pier maintenance requirements of the SRIA, which shall include, but not be limited to the following:

(a) No fuel facilities shall be permitted on the pier.
(b) The dumping of garbage and the pumping of bilges from or around the pier shall be prohibited. A bold printed sign prohibiting such activity shall be maintained on the pier.
(c) Appropriate walkway steps, with handrails, shall be maintained so as to provide a means by which a person, walking on the beach, can cross the pier in an easy and safe manner.

(d) The pier must be maintained in such manner as necessary to inhibit deterioration.
(e) The pier must not be operated as a revenue generating slip.

(5) The owner, and his successors and assigns, shall continuously maintain public liability insurance coverage of not less than $250,000.00 for single family lots naming the SRIA as a certificate holder and designed to absolve and indemnify the owner, successor and assigns and the Santa Rosa Island Authority from all claims for injuries or damages suffered by any person on or about the pier. An executed Pier Amendment to Lease and the certificate of liability insurance showing the SRIA as a certificate holder shall be provided to the SRIA at the time the owner applies for a pier permit.

(6) In the event that a condominium is constructed on the leasehold estate, the then Condominium Owner's Association shall be considered the assignee of the owner's responsibilities pursuant to this Amendment and shall be considered as the responsible party for insuring compliance with this Amendment and for receiving notice of any non-compliance.

(7) The SRIA shall have the right to make reasonable inspections of the pier and shall have the right to require written proof of compliance with the liability insurance requirements. In the event that the SRIA, in good faith, determines that the Owner, or his successor or assign is not in compliance with this Amendment, then it shall give the Owner or his successor or assign as the case may be, written notice of the non-compliance and a 60 - day time period in which to remedy the non-compliance. The written notice shall be in the same form as specified in the Lease for notices. In the event that the non-compliance is not cured within the 60 day time period, then the SRIA, at its option, shall have the right to contract with a third party to either remedy the non-compliance or to remove the pier and to back-charge the Owner, or the Condominium Owners Association in the case of a Condominium, to reimburse the SRIA for its contract costs, with interest at the statutory rate, within 60 days from the date of its bill, shall constitute a default under the Lease. The SRIA shall then have the right to proceed with the remedies provided for in the Lease Agreement in the event of default.

(8) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Owner under this Amendment are transferable and assumable.

(9) It is expressly agreed that this Amendment shall be recorded in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease.

[SIGNATURES ON FOLLOWING PAGES]

SANTA ROSA ISLAND AUTHORITY

By: _____
Chairperson,

ATTEST:

_____
Secretary,

Dated this the ____ day of _____ 202_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

_____
Print Name: _____
Address: 1 Via de Luna Dr.
Pensacola Beach, FL 32561

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 202_, by _____, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

LESSEE:

_____

_____

Dated this day the ___ day of _____, 202_.

WITNESSESS AS TO LESSEE:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 202_, by _____. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

_____
Notary Public Signature

_____
Notary Public Printed Name

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: TEMPORARY SALES OR MANAGEMENT OFFICES
ADOPTED: 08-02-2000
REVISED: 06-06-2001, 04-06-2005, 01-24-2024
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to establish guidelines for the use of temporary sales or management offices on Pensacola Beach after a natural or man-made disaster event

Policy:

In the event a lessee needs a temporary sales or management office, they can request approval to set up a travel trailer or motor home, not to exceed thirty-five feet (35') in length, for a limited time, as approved by the Authority. All travel trailers or motor homes used as temporary sales or management offices must be kept in such a condition that will allow them to be removed from Pensacola Beach upon two hours' notice and must comply with the following requirements.

1. Must comply with all applicable codes.
2. The sales or management office must be attractive in appearance, as approved by the Architectural and Environmental Committee.
3. Must continue to submit monthly commercial lease fee reports and fees to SRIA.
4. Must comply with SRIA sign regulations.
5. The sales or management office cannot be used as a living facility.
6. The owner must post a performance bond, in an amount to be determined by the Board, to assure timely removal of the structure upon notice by the Authority.
7. The time limit for sales or management offices will be determined by the SRIA Board on a case by case basis.

Failure to abide by the above rules and regulations or remove the facility upon written request by the Authority will constitute a lease default and the applicant will not be eligible to apply for similar facilities in the future.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: WAIVER OF RESIDENTIAL INCOME REPORTING
ADOPTED: 02-10-1999
REVISED: 10-25-2023
DEPT: ADMINISTRATION & LEASING

Purpose:

The purpose of this policy is to waive and not enforce the lease provisions requiring reporting of rental income and payment of percentage fees on rental income for single family dwellings and residential condominiums.

Policy:

The majority of the residential condominium leases and many of the single-family leases require reporting and payment of percentage fees on rental income received as a result of renting the individual units to a third party. Effective upon adoption of this policy the requirement for reporting and payment of percentage fees on third party rentals will be waived.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: WAIVER OF SINGLE-FAMILY RESIDENTIAL BUILDING TIME PROVISIONS
ADOPTED: 03-22-2023
DEPT: ADMINISTRATION & LEASING

Purpose:
To waive and not enforce the building time provisions in leases on single-family residential dwelling lots on portions of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

Enactment:
Effective March 22, 2023, the building time provisions contained in the single-family residential leases on Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority will be waived for a period of eight (8) years to expire on March 21, 2031, or until such time the policy is revoked by the Santa Rosa Island Authority Board. If this policy is revoked by action of the Santa Rosa Island Authority Board, no building time extension fees shall be assessed for the period of time during which this policy is in effect and adequate notice will be afforded to each affected lessee of the revocation of the policy.

In the event of destruction or partial destruction of a structure on the above said lots as a result of fire, windstorm, flood, or other hazards, the Authority intends to enforce the required building time clauses to require that any such damaged structures will be repaired or rebuilt, or in the alternative, to require any such damaged structures to be completely removed from the lot along with any debris or other unsightliness, including but not limited to excavations, trenches, foundations, piles of sand or other materials, so that said lot will be restored to its natural condition similar to other adjacent lots. Such removal shall be accomplished within six (6) months of the occurrence causing the damage unless extended for good cause by the Authority. Provided those conditions are met on a timely basis, the building time clauses on these aforementioned lots shall also be waived and not enforced.

In the event of a natural disaster, such as a hurricane, the Santa Rosa Island Authority Board may revisit and/or revoke this policy and as such require lessees to rebuild within the designated building timeline.

The leaseholder of any vacant residential lot on Pensacola Beach must institute appropriate erosion control measures for the surface sand on the vacant leasehold, such as sand fencing and/or vegetation to ensure that the property does not erode into the adjacent roadways or driveways. Failure to maintain appropriate erosion control measures for surface sand on vacant properties may result in further action from the Santa Rosa Island Authority including being in default of the lease.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: BOARD GOVERNANCE AND PROCEDURES
ADOPTED: 09-27-2023
DEPT: BOARD

Purpose:

To facilitate the efficient operation of the Santa Rosa Island Authority (SRIA) by guiding the SRIA board members in their SRIA-related activities and interaction with the SRIA executive director and staff members, establishing committees, including policies and procedures on meetings, agendas, absent member participation, travel, and execution of resolutions and documents.

I. Board Governance and SRIA Administration:

The SRIA board establishes policy; however, the day-to-day operation of the SRIA is under the supervision and direction of the executive director and their department directors, as they see fit. The SRIA executive director is responsible for the proper administration of all affairs of the SRIA placed in their charge, including the efficient administration of all departments.

The SRIA board members shall strive to conduct their SRIA-related activities in concert with the policies, actions and directions voted upon by the collective body of the SRIA board.

Except for general inquiries, board members are encouraged to deal with the portion of the SRIA affairs for which the executive director is responsible through the executive director. The SRIA board may collectively vote to direct the executive director regarding matters pending before the body. The executive director will make the appropriate staff delegation for the matters placed in their charge by the SRIA board.

Nothing in this policy shall prohibit board members from seeking information from the executive director or staff of the SRIA regarding requests and reports pending before the collective SRIA board or to make other general inquiries about the matters of the SRIA under the charge of the executive director.

II. Committees:

The Santa Rosa Island Authority Board shall be divided in several standing committees and/or subcommittees, as determined by the chair.
Standing committees are established as follows:

1. Administrative Committee

2. Architectural and Environmental Committee
3. Development and Leasing Committee
4. Operations Committee
5. Special Projects Committee

Committees may be added or deleted from time to time as determined by the Santa Rosa Island Authority board.

The SRIA chair shall confirm all appointments to committees which are responsible to the SRIA board.

The executive director shall be responsible for maintaining a list of the appointees, their terms, providing staff information needed throughout their tenure and dealing with vacancies and pending expiration of terms.

III. Board and Committee Meetings, Agendas, and Absent Member Participation

A. Meeting Procedures and Time

All meetings of the SRIA board or any of its committees shall be conducted in compliance with Chapter 286.011 of the Florida Statutes (Florida Sunshine Law).

Roberts Rules of Order (Revised) shall be the guide for conducting business at all board and committee meetings of the SRIA.

At any convened meeting, four board members shall be physically present to constitute a quorum. Additionally, action may be taken by the board upon the affirmative vote of four of its members.

SRIA committees typically convene on the second Wednesday of each month at 5:00 p.m. The SRIA board shall convene in regular session at least once each month on the fourth Wednesday of the month at 5:00 p.m. This schedule may be adjusted based on holidays. An annual calendar of meeting dates shall be adopted by the board prior to January 1st of each year. Any adjustments or cancellation of meetings shall require board action. A special meeting of the SRIA board, an emergency meeting, or a public hearing may be called through one of the following actions:

1. Decision by the chair of the SRIA.
2. In the absence of the chair of the SRIA, decision by the vice-chair of the SRIA.
3. Vote of the SRIA board at a regularly scheduled meeting.

Committees act in an advisory capacity to the board and their action is forwarded to the board for further consideration and final action. Items unanimously approved by committees will be placed on the consent agenda for the next board meeting. Committees may also vote to move an item to the board's action agenda for consideration by the full

board without a committee recommendation. An item that does not receive a unanimous vote by a committee will be placed on the next board agenda, under old business, as an action item.

All meetings will be recorded, and minutes will be prepared by staff. Board meeting minutes will be presented to the Board for approval at the subsequent board meeting.

Copies of minutes shall be available online. Hard copies may be obtained by request only.

B. Committee Agendas

1. Committee agendas will be posted online and distributed to all board members seven (7) days prior to the meeting.

2. Committee agendas shall be organized as follows:

   Call to Order
   Pledge of Allegiance
   Moment of Meditation
   Committee Items
   Visitor's Forum
   Adjourn

3. Encroachment requests for inground swimming pools to be placed on the agenda for the Architectural & Environmental Committee must be submitted in writing to the SRIA administrative office no later than 1:00 p.m. sixteen (16) days (including weekends and holidays) prior to the meeting. On occasion, due to holidays or weekends, the deadline may require adjustment.

4. All other items to be placed on committee agendas must be submitted in writing to the SRIA administrative office no later than 1:00 p.m. fourteen (14) days (including weekends and holidays) prior to the meeting.

5. All requests must be fully documented and information pertinent to the request, such as building plans, maps, photos, etc., should be supplied by the person making the request.

6. The executive director will refer any additional requests not meeting the deadline to the next committee meeting. If the person making the request can show good cause or an emergency situation for consideration of the request prior to the next committee meeting, the executive director may consider, with consent of the chair, putting the request on the next board agenda as "new business" provided the applicant meets the deadline for publication of the board agenda. Placement of items on the board agenda prior to committee consideration will only be considered and allowed in exceptional circumstances.

C. Board Agendas

Agenda preparation for the Authority board meetings will generally follow the same procedures as those described for the committees. The primary purpose of the board meeting is to take action on those items brought before it by the committee, as explained in Section III.A. above (Meeting Procedures and Time).

1. Board agendas will be posted online and distributed to all board members seven (7) days prior to the meeting.

2. Board agenda items shall include but not be limited to:

    Call to Order
    Pledge of Allegiance
    Moment of Meditation
    Approval of Minutes
    Changes or Additions to Agenda
    Adoption of Agenda
    Chair's Comments
    External Agency Reports
        Pensacola Beach Visitor's Information Center
    Consent Agenda
    Regular Agenda
        Old Business
        New Business
    Staff Reports
        Executive Director's Report
        Attorney's Report
        Development Services Director's Report
        Engineer's Report
    Visitor's Forum
    Board Member's Forum
    Adjourn

3. All items to be placed on the board agenda not coming from the committees must be approved by the chair and executive director. All requests must be fully documented and information pertinent to the request, such as building plans, maps, photos, etc. should be supplied by the person making the request.

4. The chair and executive director should refer any additional requests that should have been presented to a committee to the next committee meeting, unless the person making the request can show good cause for consideration of the item at the board meeting, as further set forth in Section III.B6. above.

IV. Absent Member Participation in Committee or Board Meetings

The purpose of this policy is to establish when and to what extent Board Members who are not physically present at committee or board meetings may participate by electronic telecommunications.

For committee meetings, the board chair will ask another board member who is physically present to fill the position of an absent committee member for that meeting only. The absent committee member may participate in discussion by electronic means but, as with other board members not on the committee, may not be counted for purposes of the committee quorum or vote as a committee member. Those rolls will be filled by the chair's appointee to the committee for that meeting.

For board meetings, a member may participate by electronic means when a quorum of the board is physically present. However, an absent board member participating by electronic means may not be counted as present for purposes of a quorum. Additionally, the absent board member may not vote on matters that come before the board at the meeting unless the board member's absence is due to extraordinary circumstances, such as illness or other hardship, as determined by the board at the outset of the meeting. The absent board member may participate in discussions by electronic means under any circumstances.

V. Execution of Documents and Resolutions

Pursuant to the Section 3.(g) of the Special Act establishing the SRIA (Chapter 24500, Laws of Florida 1947, as amended):

> (g) Leases, contracts and instruments of all kinds shall be executed for the Authority by the chair or vice-chair, attested by the secretary. The Authority may adopt a seal which shall be placed in the custody of the secretary and shall be affixed to all instruments executed for the Authority. All leases, contracts and instruments entered into by the Authority, for or on behalf of the County, shall be executed by the Authority in its own name.

The chair of the SRIA is authorized to sign resolutions in cases where the event or ceremony is set to take place prior to the next regularly scheduled board meeting.

When the chair exercises this authority, the resolution(s) will be submitted to the Board for ratification and the official record at the next board meeting.

VI. Out-of-County Travel

The SRIA board establishes that the chairman or their designee may travel out of county using the same guidelines as defined in the SRIA personnel manual (SRIA Personnel Regulations Section 13.10) upon prior approval by the board. The travel must be deemed relevant to SRIA functions and/or authority.

Out-of-county travel expenses will be paid from any funds of the Authority.

In the event the traveling board member must cancel, pre-paid expenses (i.e. hotel, registration fees, air fare, etc.) that cannot be refunded must be reimbursed by the board member. The full board may waive that requirement if the travel was cancelled due to an emergency.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PUBLIC INPUT AT PUBLIC MEETINGS
ADOPTED: 08-14-2013
REVISED: 07-12-2017, 02-22-2023, 10-25-2023
DEPT: BOARD

I. Purpose

To give members of the public a reasonable opportunity to provide public input at public meetings of the Santa Rosa Island Authority Board ("SRIA") on propositions to be considered at that public meeting and to speak during Public Forum at the end of the Board and Committee meetings.

II. Right to be Heard

Members of the public shall be given a reasonable opportunity to be heard on each agenda item, whether it be at Committee or Board meetings, except as provided for below (A-C). Members of the public shall be limited to three (3) minutes of public speaking with the Chair having the option to allow additional time. This right does not apply to:

A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the SRIA to act;

B. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes, ceremonial proclamations, and staff reports requiring no action by the Committee or Board;

C. A meeting that is exempt from §286.011;

This section does not affect the right of a person to be heard as otherwise provided by law.

III. Procedures For Addressing the SRIA At Public Meetings

A. Any person desiring to address the SRIA at a public meeting on an agenda item must be physically present at the meeting and shall fill out a speaker's form and provide the speaker's form to the SRIA Clerk in order to speak at the time the agenda item is considered.

B. Each person addressing the SRIA shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the SRIA, shall limit his/her address to three (3) minutes with the Chair having the right to extend for an additional period of time. All remarks shall be addressed to the SRIA as a body, and not to any member thereof. No person, other than members of the SRIA Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the SRIA. No questions shall be asked of the SRIA Members, except through the presiding officer. When requested by any member of the SRIA Board, the SRIA Executive Director, the SRIA Attorney and SRIA Staff Members, may answer questions or enter into any discussion. The SRIA Executive Director and the SRIA Attorney may ask the Chair for permission to speak at any time.

C. At the end of the Board and Committee meetings, the Chair shall offer the public the opportunity for public comment at the Public Forum part of the public meeting on any item for up to three (3) minutes with the right of the Chair to allow additional time. Any person wishing to make a public comment at the Public Forum part of the Board or Committee meeting shall fill out a speaker's form indicating they want to speak during Public Forum and provide the speaker's form to SRIA Board Clerk.

D. A speaker's speaking time may not be assigned, in whole or in part, to another speaker without the permission of the Chair.

E. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the SRIA may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the SRIA at the meeting from which ejected.

F. Public speaking by telephone will be prohibited unless the speaker is part of a presentation associated with a specific agenda item, is there to answer questions by Board members should they arise and has made arrangements with the SRIA staff prior to the meeting to do so.

IV. **Procedures For Written Public Input Received Outside of the Public Meetings**

A. Members of the public that are unable to attend the public meetings may submit written comments on specific agenda items at any time.

B. Written comments which specifically address an agenda item and which are received by staff at least an hour prior to the public meeting will be printed and placed at each Board member's seat on the dais.

C. Written comments received within an hour of the meeting may or may not be distributed on the dais but will be forwarded electronically to all Board members at the first available opportunity.

D. Written comments will not be captured in the meeting minutes, but recognition that comments were distributed and from whom will be reflected in the meeting minutes.

V. Amendment of These Procedures

These procedures may be amended, or new procedures adopted, at any time.

VI. Effect of Variance from These Procedures

The failure to follow the above procedures shall not be grounds for invalidating any otherwise lawful act of the SRIA.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ARIOLA DUNE WALKOVERS
ADOPTED: 03-1980
REVISED: 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

On Pensacola Beach, gulf front beaches, sand dunes and coastal vegetation provide significant protection to upland property, upland development, and the beach dune system. To that regard, SRIA encourages the design of beach access, including beach and dune walkovers, to protect the dune topography and dune vegetation from pedestrian traffic, to allow for the natural recovery of damaged or eroded dunes, and to mitigate interference with sea turtle nesting areas.

Policy:

Leaseholders proposing construction of residential structures on the gulf side of Ariola Drive on Pensacola Beach will be required to construct dune walkovers, unless the leasehold property is located next to a public access way on which a dune walkover exists.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CONSTRUCTION TRAILERS
ADOPTED: 04-04-2001
REVISED: 10-25-2023
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

Construction trailers are considered necessary to aid in building or rebuilding commercial structures on the island. Construction trailers cannot be used as living facilities and must meet certain criteria in order to eliminate or limit damage that may occur as a result of locating the construction trailer on Pensacola Beach.

Policy:

The lessee must post a bond for removal of the construction trailer as directed by Authority staff at a fee to be determined by staff. The trailer must be adequately anchored according to SRIA staff and Escambia County's Building Inspection Department.

Approval for construction trailers will be considered on an individual basis and such approval will be contingent upon the construction trailer agreement (as provided by SRIA staff) which stipulates the following:

1. The construction trailer must be properly tied down and meet all other SRIA development regulations governing construction trailers.

2. The lessee must post a bond for removal of the construction trailer as directed by Authority staff at a fee to be determined by staff.

    A. Removal of the trailer will be required based on the following:

        1) The lessee must prepare for removal of said construction trailer when a hurricane enters the Gulf of Mexico with a minimum of 74 mile per hour winds; or when Pensacola Beach is placed under a hurricane watch condition, or when notified by the Santa Rosa Island Authority.

        2) The lessee must complete removal of the trailer within two hours after notice by the Authority.

Failure to abide by the above rules and regulations will result in immediate revocation of approval and trailer will be removed from the island, and lessee will not be allowed to have any future temporary facilities on site.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: FLOOD PROOFING OF NON-RESIDENTIAL PRE-FIRM STRUCTURES IN A-ZONES
ADOPTED: 08-04-2004
REVISED: 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

Non-residential pre-FIRM (Flood Insurance Rate Map) structures in A-Zones that have been substantially damaged pursuant to the Land Development Code definition may be flood proofed.

Policy:

Non-residential pre-FIRM (Flood Insurance Rate Map) structures in A-Zones that have been substantially damaged may be flood proofed in lieu of elevating the structure under the following circumstances:

1. The structure is a unit of a larger structure containing units that are owned by someone or some entity other than the owner of the structure and the larger structure is pre-FIRM.

2. The total amount of damage to the structure is less than 50% of the value of the larger structure.

3. There are structural elements of the structure that are common to other units in the larger structure (i.e., common wall, common slab, etc.).

4. The footprint of the structure is not expanded.

5. The structure must be flood proofed to the BFE (Base Flood Elevation) depicted on the current FIRM or ten feet, whichever is greater.

6. A flood proofing certificate must be completed and certified by a registered professional engineer or architect for the structure.

7. An elevation certificate must be provided to the SRIA prior to a Certificate of Occupancy being issued by Escambia County for the structure.

8. The term structure shall not include residences.

Note: The provisions of this policy have been coordinated with representatives of the Federal Emergency Management Agency (FEMA)

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MARINE SHORELINE PROTECTION ZONE EXCEPTIONS (COASTAL CONSTRUCTION CONTROL LINE)
ADOPTED: 04-09-1980
REVISED: 12-09-1987, 02-28-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to prevent beach erosion, damage to natural dunes, and to protect environmental habitat.

Policy:

No portion of an enclosed structure will be permitted seaward of the 1975 Coastal Construction Control Line. Exceptions for sundecks, patios, and walkways, will be considered on a case-by-case basis and subject to applicable federal and state permitting.

A formal written request from the leaseholder to the Development Services Department will be required for the structures listed above.

The request must be presented to the SRIA Board for review and final approval.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PLANS AND PROJECT REVIEW FEE SCHEDULE
ADOPTED: 09-11-1996
REVISED: 12-12-2007, 08-08-2012, 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to establish a written fee schedule for the following plan and project review services:

Policy:

1. Residential

a.	New structure or major additions to existing structure	$200
b.	New structure- gulf front (CCCL review)	$250
c.	Renovations within existing footprint (interior or exterior) (less than 50%)	$100
d.	HVAC or water heater replacement	$50

2. Commercial

a.	New construction	$500
b.	Additions & renovations within existing footprint (interior or exterior)	$200
c.	Minor electrical or plumbing	$50

3.	Decks, docks, seawalls, or retainer walls	$200
4.	Demolition of any type	$150
5.	Swimming Pools	$200
6.	Sign or banner	$50
7.	Fence	$50
8.	Landscaping	$50
9.	Tent or canopy	$50
10.	Unpermitted after-the-fact requests	$500

NOTE: All fees are non-refundable

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PROHIBITION FOR USE OF JETTED SALT WATER FOR CONSTRUCTION PURPOSES
ADOPTED: 10-13-1982
REVISED: 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to provide protection of the “freshwater lens” which is highly relevant to the barrier island ecosystems and to prevent contamination by saltwater intrusion.

Policy:

No salt water from Santa Rosa Sound, the Gulf of Mexico, or Sabine Bay will be used for the jetting of pilings or any other construction purposes landward of the mean high-water line on Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: RETENTION OF SAND
ADOPTED: 04-04-2001
REVISED: 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to maintain, preserve, and protect the natural color of the fine white sand on Pensacola Beach.

Policy:

All clean sand (meeting the criteria of approved materials as defined in the Escambia County Land Development Code's Design Standards Manual, Chapter 2, Article 1, Section 1-5 (Barrier Island Sand), adopted by Ordinance 2015-12), dredged, or removed from leasehold properties or from the waters adjacent to leasehold properties under the jurisdiction of the Santa Rosa Island Authority must be retained on the island.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: STREET-SIDE EXCEPTIONS FOR GULF OF MEXICO PROPERTIES
ADOPTED: 10-25-1995
REVISED: 02-28-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to facilitate residential construction landward of the 1975 Coastal Construction Control Line.

Policy:

The SRIA staff is allowed to grant street side setback exceptions of up to twenty-five feet for construction on leasehold property on the Gulf of Mexico landward of the 1975 Coastal Construction Control line.

A formal written request from the leaseholder to SRIA Development Services staff is required.

Each request will be considered on a case-by-case basis and the final determination by SRIA Development Services staff will be provided in writing to the leaseholder.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: UNDERGROUND POWER ON PENSACOLA BEACH
ADOPTED: 09-07-2005
REVISED: 01-24-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to promote storm and hurricane resiliency on the Island as well as aesthetic enhancement.

Policy:

In order to transition to underground power on Pensacola Beach, when an electrical permit is required for electrical service work on a new or existing structure, the SRIA recommends that the service from the Florida Power and Light pole to that structure be placed underground.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: VOLLEYBALL COURTS ON PUBLIC LANDS
ADOPTED: 06-10-2009
REVISED: 02-28-2024
DEPT: DEVELOPMENT & ENVIRONMENTAL

Purpose:

The purpose of this policy is to establish guidelines for volleyball courts on public lands on Pensacola Beach.

Policy:

All volleyball court materials (hereinafter referred to as "volleyball court", which includes nets, balls, lines, etc.) should be placed on leasehold property. ***Only one standard competitive sized (30' x 60') volleyball court on public lands.***

No "volleyball court(s)" may be placed on public lands without the express permission of the Santa Rosa Island Authority. Permission is granted on an individual basis and for one calendar year at a time. Applicant must complete an application, provided by the Authority, for each site on which they wish to place a volleyball court.

The Authority reserves the right to revoke any prior permission to place a volleyball court on public lands.

If authorized by the Authority, the adjacent leaseholder(s) may be requested to provide comments regarding the issuance of the requested volleyball court.

When the Authority finds that it is in the best interest of the public to place a volleyball court or other similar equipment on public lands, the following rules shall apply:

The "volleyball court" must be placed as close as possible to the leaseholder's southernmost boundary on the Gulf side or as close as possible to the leaseholder's northernmost boundary on the Sound side. Such location may not damage any dune or natural vegetative material.

1. During periods of large surf, abnormally high tides, or tropical activity, the "volleyball court" shall not be placed on public lands.
2. The "volleyball court" may not, in any fashion, impede the public's use and placement is on a first come first served usage of the public lands.
3. The "volleyball court" may not, in any fashion, impede any public safety or law enforcement vehicles.

4. The “volleyball court” may not, in any fashion, impede the Pensacola Beach Public Works Department from maintaining the beach.
5. During Turtle Nesting Season (May 1st – Oct. 31st) each year the beach is monitored for nests. Should a nest be located in the area of a “volleyball court”, the court may not be erected until permission is granted by the Authority.
6. The “volleyball court” must be made available for use by all beach patrons.
7. All “volleyball court” materials must be removed from public lands and stored on leasehold property between dusk and dawn.
8. All “volleyball court” materials must be clearly labeled with the owner’s name and a contact telephone number.
9. The owner is solely responsible for any damage, theft or injuries associated with the use of a “volleyball court”.
10. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the SRIA If a “volleyball court” is found to be in violation of the above rules or based on a “then existing compelling” public safety need:

Violation of policy:

For a **first offense**, the “volleyball court” shall be removed by the Authority via the Pensacola Beach Public Works Department.

a. After written notification to the owner, the “volleyball court” must be retrieved from the Pensacola Beach Public Works Department within 48 hours from the date of the notice, thereafter a $5.00 per day fee will be charged.
b. The owner must retrieve the “volleyball court” from the Pensacola Beach Public Works Department during a time when it is convenient for the Pensacola Beach Public Works Department.

For a **second offense,** the “volleyball court” shall be removed by the Authority via the Pensacola Beach Public Works Department.

a. After written notice to the owner, if the “volleyball court” is not retrieved within 48 hours from the date of the notice, the “volleyball court” will be stored at the Pensacola Beach Public Works Department for a period of 30 days at a fee of $5.00 per day.
b. Any prior permission to place the “volleyball court” on public lands is revoked and the owner may not place it back on public lands.
c. If the “volleyball court” is discovered back on public lands, it shall be disposed of by the Pensacola Beach Public Works Department.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ROAD CLOSURES
ADOPTED: 08-1999
REVISED: 01-24-2024
DEPT: EVENTS

Purpose:

The purpose of the policy is to establish guidelines for the complete closure of public rights-of-way under the jurisdiction of the Santa Rosa Island Authority & Escambia County.

Policy:

All requests for complete closure of public rights-of-way for the purpose of recreational activities such as block parties or street dances shall be submitted in writing on the Santa Rosa Island Authority Events Application at least ninety (90) days in advance. However, SRIA staff may approve requests with less notice if sufficient time has been given to assure proper compliance and scheduling.

If the request is in compliance with SRIA policy, the SRIA Events Coordinator will confer with the Escambia County Sheriff's Department to determine if the normal traffic flow can be diverted without appreciable inconvenience to anyone concerned and that the road closing will create no hazards. In residential areas, letters of no objection must be received from all leaseholders/occupants within the barricaded area. Any objection by a leaseholder/occupant within the area to be barricaded will result in denial of the request.

Upon receipt of the completed application containing the results of the review by the SRIA Events Coordinator, the SRIA Executive Director will review and approve or deny the request for the road closure If approved, the request along with SRIA determination shall be forwarded to Escambia County Traffic Engineering for final review and approval.

If the request for road closure is approved, the applicant must:

A. Comply with the existing noise ordinances and residential parking restrictions.
B. Provide the barricades necessary to close the street in accordance with the review and recommendations of the Escambia County Public Works Director or their designated representative.
C. Clean the area and remove the barricades immediately following the conclusion of the event.
D. Provide security as determined by the Escambia County Sheriff's Department. and/or SRIA.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: USE OF CORE AREA PUBLIC PARKING LOTS ON PENSACOLA BEACH
ADOPTED: 06-12-2019
REVISED: 10-25-2023
DEPT: EVENTS

Purpose:

The purpose of this policy is to provide for the regulation of the use of one or more parking stalls in any core area public parking lot on Pensacola Beach for a special event requiring approval of the Santa Rosa Island Authority ("Special Event"). The core area of Pensacola Beach is defined as that geographic area of Pensacola Beach south of the toll booths on Pensacola Beach Boulevard, West of Avenida 10 and east of the Holiday Inn Express leasehold, excluding SRIA parking lot.

Policy:

No Special Events for the use of one or more parking stalls in the Core Area shall be approved between April 1 and September 15.

Exceptions:

1. The following can apply to the Santa Rosa Island Authority for an exception to the policy prohibiting Special Events use of one or more parking stalls in the Core Area between April 1 and September 15:

   a. Any Special Event that vacates and returns to use by the public any and all parking stalls used for the Special Event by 10:00 AM (Central Time) on the day of the Special Event. However, no Special Events that requires the closure of all, or part, of Via DeLuna in the Core Area shall be approved between June 1 and August 31.

   b. The Blue Angels Airshow.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: USE OF PUBLIC FACILITES ON PENSACOLA BEACH
ADOPTED: 10-01-1997
REVISED: 06-06-2001, 12-11-2006, 05-21-2019, 10-25-2023
DEPT: EVENTS

Purpose:

The purpose of this policy is to set guidelines for the use of public facilities on Pensacola Beach.

Policy:

1. Santa Rosa Island Authority (SRIA) events will take priority over any other reserved events at the Gulfside Pavilion and the Quietwater Amphitheater.
2. Those wishing to use the Gulfside Pavilion, the Quietwater Amphitheater or other public facilities on Pensacola Beach, must complete the SRIA Events Application (as provided by SRIA staff), submit the correlating fees and provide proof of insurance as required by the SRIA.
3. Event Producers must abide by all applicable SRIA, County, State, Federal, and other applicable government rules and regulations.
4. The SRIA requests that Event Producers keep in mind when planning their events that the facilities are intended to provide broad-based enjoyment and entertainment to the general public.
5. The SRIA further requests that Event Producers and those using the Gulfside Pavilion, Quietwater Amphitheater or other public facilities conduct themselves in accordance with the standards of behavior which are generally accepted and followed by those in our community.
6. Event Producers must comply with all SRIA policies and requirements on the display of banners and/or signs in connection with their event.
7. Security is to be provided by the Event Producers if required by the Escambia County Sheriff's Department and/or SRIA.
8. Event Producers are responsible for any and all clean-up efforts as it relates to their event. The Escambia County Public Works Department may require the Event Producer to obtain a dumpster for the disposal of materials based on the size, location, and nature of the event. The Event Producer is also responsible for relocation costs of existing County maintained dumpsters that must be removed from within the footprint of the event.
9. No cooking or open flames are allowed on any public pavilion, amphitheater, boardwalk, sidewalk, parking lot, etc., in connection with any event unless authorized by SRIA.

10. No roller blades, roller skates, skateboards, bicycles, or other vehicles or wheeled equipment are allowed on the pavilion, amphitheater, or boardwalks, with the exception of wheelchairs or other vehicles used for the disabled.
11. No animals are allowed on the pavilion, amphitheater, boardwalk, or beach with the exception of Service Animals as defined by Florida State Statute 413.08(1)(D).
12. Event Producers must obtain required permits and comply with all SRIA and County regulations/ordinances on and for the sale of any food, beverages, and event related materials.
13. Event Producers shall abide by Florida State Statue 877.03 Breach of the peace; disorderly conduct; and all profane, lewd and lascivious behavior prohibited by applicable SRIA, County, State, Federal, and other applicable government rules and regulations.
14. All requests to use the pavilion, amphitheater, or other public facilities should be submitted at least ninety (90) days in advance; however, the SRIA staff may approve requests with less notice if sufficient time has been given to assure proper compliance and scheduling.
15. If deemed to be in the public's interest, the Executive Director or their designated representative may waive any or all provisions of this policy.
16. SRIA staff shall seek SRIA Board approval for any large-scale events or other events SRIA staff deems appropriate.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: VENDOR FEES
ADOPTED: 02-10-1999
REVISED: 01-24-2024
DEPT: EVENTS

Purpose:

The purpose of this policy is to provide for more equitable competition between the businesses on Pensacola Beach holding a commercial lease with the Santa Rosa Island Authority and the vendors operating on Pensacola Beach for short-term periods during events approved by the Santa Rosa Island Authority.

Policy:

Commercial businesses or individuals seeking to conduct business on Pensacola Beach as a vendor for an approved special event that does not have an existing commercial lease on Santa Rosa Island, must register with the Santa Rosa Island Authority and pay a vendor fee. All such vendors must be sanctioned by the Event Producer and approved by the Santa Rosa Island Authority.

The fee is as follows:
$100 per event per vendor

Commercial leaseholders participating in events on Pensacola Beach are exempt from payment of the vendor fee as established in this policy. However, the commercial leaseholder shall report all earnings and fees to the SRIA as gross revenues on the required SRIA monthly report form.

Vendor fees may be waived at the discretion of the SRIA, depending on the magnitude or size of the event.

This policy applies to individual vendors and those vendors operating through another agency such as the Boardwalk Merchants Association, Gulfside Market, etc.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CASH HANDLING AND ELECTRONIC PAYMENTS
ADOPTED: 11-15-2023
DEPT: FINANCE

Purpose:

The purpose of this policy is to provide guidance for the accurate and secure processing of funds received by the Santa Rosa Island Authority. Deviation from the policy and procedures set throughout in this document are prohibited. The policy and procedures shall be implemented to the maximum degree practicable to manage risks such as theft and manipulation of collection systems. The Finance Department may create more stringent guidelines specific to the department's operation but will not change or substitute the policy and procedures within this document.

Policy:

These controls are designed to ensure customers that their payments are secure, as well as safeguard the organization against mishandling of funds.

The term "payment" shall include coin, currency, checks, money orders, credit and debit card transactions.

1. General Controls

    a. Receipts must be given for all payments. Whether the receipt is manual or electronic, transactions need to be properly entered into the SRIA revenue log as "cash", "check", or "credit card" to properly reconcile the daily transaction totals.
    b. Physical protection of funds using vaults, locked cash boxes or cash drawers will be practiced at all times.
    c. Under-assessed fees shall be brought to the attention of the Director of Finance as soon as the underpayment is discovered. All practicable efforts should be made to collect outstanding balances.

2. Segregation of Duties

Segregation of duties is an important component of the internal control environment and serves as a deterrent to fraud or concealment of errors. It is designed to protect one person from the sole responsibility for all cash handling. Ideally, the cash handling process should be separated into the following three functions:

a. Payment Collection
    - Handling payments and receipting transactions either manually or

electronically
- Preparing a daily balancing of the collections received
- Performing a reconciliation of credit card receipts
- Preparing a Deposit Transmittal Form

b. Depositing and Recording
- Preparing bank deposit and deposit slip
- Reviewing the applicable revenue codes in the Finance accounting system to ensure monies collected are properly recorded

c. Control Activity
- Reviewing daily cash balancing of the collections received
- Reconcile collections and deposits to the general ledger

3. Employee Responsibilities

Persons with assigned cash handling responsibilities will be given clear written procedures regarding the handling and control of payments and shall be required to read these cash handling procedures and sign an acknowledgement stating they have read and understand them.

Collecting Payments:

1. Accepting Cash Payments

a. Care must be taken when accepting cash. Always double count cash, especially large amounts and payments with many bills.
b. Receipts must be given for all payments. Whether the receipt is manual or electronic, transactions need to be properly entered into the SRIA revenue log as "cash", "check", or "credit card" to properly reconcile the daily transaction totals.
c. Inspect large bills closely ($20s and above) for counterfeit with a counterfeit detection marker.

2. Accepting Check and Money Order Payments

a. Checks are to be written to *"Santa Rosa Island Authority*" or *"SRIA."* Any other information on the payee line is for the convenience of the department.
b. Checks must be reviewed to make sure they are not post-dated (dated in the future) nor stale-dated (bank deposit date older than six months from the check date).
c. Third party checks made out to one party and signed over on the back of the check to another party are not to be accepted.
d. Checks should not be made payable for an amount greater than the transaction cost, nor should change be disbursed for payments made by check.

3. Accepting Credit and Debit Card Payments

a. MasterCard, Visa, American Express and Discover are the only credit cards that

may be accepted.

b. No surcharges may be placed on credit card transactions by the SRIA to cover processing costs. The only convenience fee to be charged is that of the merchant services provider, none of which is retained by the SRIA.
c. A convenience fee of $2.00 or 2.5%, whichever is greater, will be imposed on all Credit and Debit Card Payments. Such fee is automatically programmed into the software and charged accordingly.
d. For over-the-counter transactions, a picture identification is required to be presented at the time of the transaction and compared to the credit card for fraud prevention.
e. For credit card payments made by telephone, the customer's name as it appears on the credit card or debit card, telephone number, card number, expiration date, zip code, and CVV security code on the card (three-digit for Visa, MasterCard and Discover, four-digit for American Express) must be obtained. Additionally, staff should obtain an email address in order to forward receipt of payment at the conclusion of the transaction. The credit card transaction must be processed at the time the customer is on the phone, and none of the requested information shall be written down, with the exception of the email address. Requested information will be entered directly into the system. A confirmation number will be provided to the customer while on the phone followed by an email confirmation of the receipt.

Deposits and Reconciliation:

Deposits should reconcile to independent documentation, including copies of receipts and accounting reports. Accounts Receivable shall review receipting, reconciling and transmittal of funds for deposit on a regular basis. Any discrepancy between the deposit and reconciliation must be thoroughly explained in writing by Accounts Receivable and signed by the Director of Finance.

Refunds:

Fees paid in error or amounts paid incorrectly due to miscalculations will be refunded in an expedient manner. Refunds for purchases made by credit card must be made by crediting the card unless the length of time between the payment and refund prohibits a refund being made to the card. Refunds and void transactions must be processed by the Director of Finance or their designee.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: DISPOSITION OF EQUIPMENT/PROPERTY
ADOPTED: 01-08-2003
REVISED: 02-04-2004, 04-14-2004, 10-15-2008, 11-10-2021
DEPT: FINANCE

Purpose:
To provide staff with the authority to promptly and appropriately dispose of certain Santa Rosa Island Authority (SRIA) equipment/property that has reached the end of its useful life.

Policy:

I. The following guidelines apply to equipment/property with an acquisition cost of less than $1,000.00:

A. As necessary, the SRIA staff will prepare a list of equipment that has been deemed to be surplus or obsolete. The list will include a description of the equipment, serial numbers if applicable, and an acquisition date, if available.

B. A committee comprised of the Administration & Leasing Director, the Finance Director and the Development Services Director will meet to review the list of equipment and verify the need for disposition. The recommendation of the committee will be provided to the Executive Director for final review.

C. Following approval by the SRIA Executive Director, the equipment shall be disposed of as follows:

1. Any equipment and/or property deemed to have no value, as determined by the SRIA Executive Director, shall be disposed of in an environmentally safe manner.
2. The list of equipment and/or property deemed to have value will be provided to other Escambia County agencies to see if they can make use of the equipment and/or property.
3. Any equipment and/or property not needed by other Escambia County agencies will be offered to the Pensacola Beach Elementary School.
4. The equipment and/or property will then be advertised to the public for purchase.
5. The equipment will be available at no charge to any non-profit organization upon request.
6. The remaining equipment and/or property will be disposed of in an environmentally safe manner.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PURCHASING PROCEDURES
ADOPTED: 07-12-2006
REVISED: 11-08-2006, 03-27-2024
DEPT: FINANCE

Purpose:

The purpose of this policy is to set procedures for large purchases/expenditures.

Policy:

1. All purchases totaling $999.99 or less do not require formal bids or written proposals; however, every effort should be made to obtain the lowest price from a reliable vendor.

2. All purchases over $1,000.00 require approval from the Department Director and confirmation of the budget allocation by the Finance Director.

3. All purchases from $2,500.00 to $49,999.99 may be processed without a formal bid, provided that competitive prices, quotes or proposals are solicited in writing from at least three sources. Non-quotes or web-site quotes may be utilized, as long as documented, to satisfy one of the three required sources. This information is maintained in the purchase order file. Single source vendors must be approved by the Executive Director and accompanied by a justification memo to be attached to the purchase order.

4. All purchases over $50,000.00 require SRIA staff to request and receive formal bids in accordance with Escambia County and State of Florida purchasing guidelines and approval from the SRIA Board prior to issuing the purchase order. It is SRIA policy to accept the low bid which meets the requirements of the solicitation on all projects unless the solicitation has identified specific criteria other than price for determining the bid award. Written bids and proposals should be maintained in a bid file as supporting documentation for the approved requisition and purchase order.

5. Purchases from $2,500.00 to $49,999.99 may be exempt from three written quotes if the items to be purchased will be within one of the following categories:

    A. Purchases at the units' prices in county, state or other government contracts or national cooperative purchasing programs.
    B. Emergency purchases

6. Exemptions:

   A. Vehicle and/or equipment repairs, subject to the Department Director or Executive Director seeking the most cost effective and/or efficient source for the repair.
   B. Requisitions for a collection of items for which the total requisition ranges from $1,000.00-$5,000.00, providing that no individual item on the same requisition exceeds $2,500.00.

7. In the event of extenuating circumstances, the Executive Director shall have the authority to grant a waiver of the normal procedures in order to expedite purchases of an urgent, critical, or essential nature.

March 27, 2024
Regular Agenda
Old Business Item #2

Request by 11th Street, LC- 400 Quietwater Beach Rd. Units #9 & #11- for approval of the conceptual stair design on the north boundary of the leased property. The stairs will connect the second floor onto the public beach. (Staff report by Juan C. Lemos)

Background:

At the January 25, 2023, SRIA Board meeting the Board unanimously approved a motion directing staff to bring the conceptual stair design back to the Board for approval. The structure plans are included and show the additional details requested.

Recommendation:

Staff recommend approval of the conceptual stair drawings for the north side of the Señor Frogs building.

1 A201 A201 NORTH ELEVATION

SCALE: 0 4' 8' 12'

SCALE: 3/16"=1'-0"

ALCALA ARCHITECTURE
575 N Sarah Ln.
Hurricane, UT
(805) 866-1718

Florida Lic. AR95019
Alabama Lic. No. 7214
Utah Lic. 12815353-0301

Certification

Escambia County

Senor Frog's - Interior Alterations
Pensacola Beach Boardwalk

Pensacola Beach, Florida

ALL DRAWINGS AND WRITTEN MATERIAL HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED IN ANY PART WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. © 2024 ALCALA ARCHITECTURE

PROJECT # 2323

DATE ISSUED: 3/11/24

PERMIT SET

REVISIONS:

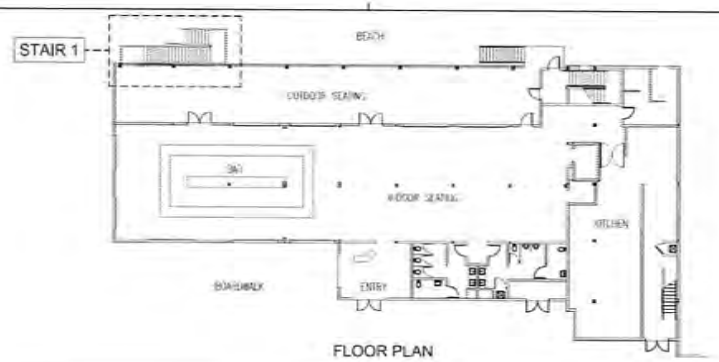
No:	DATE

Sheet Title :

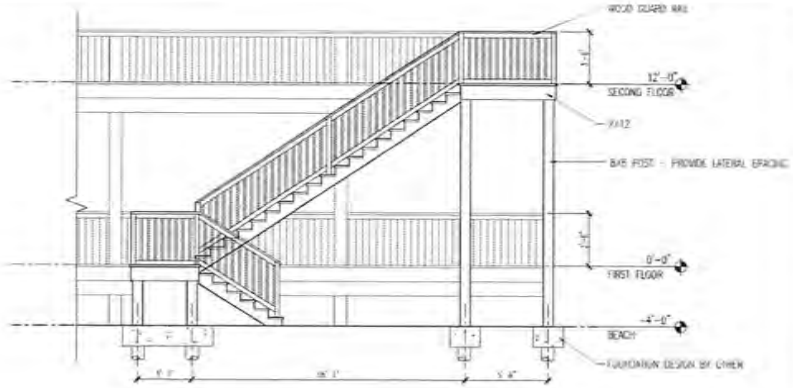
EXTERIOR ELEVATIONS

Sheet No. :

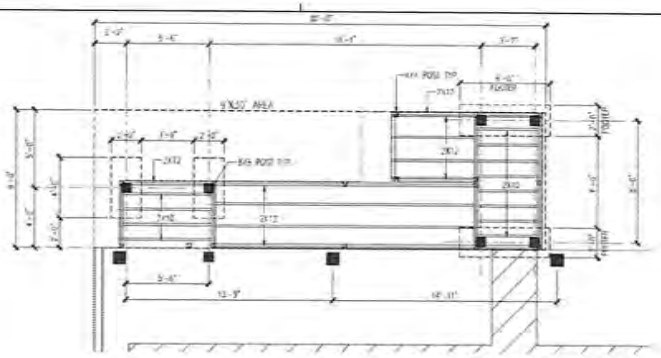
A201



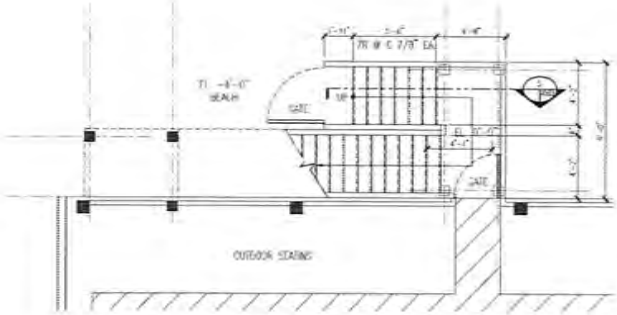
FLOOR PLAN



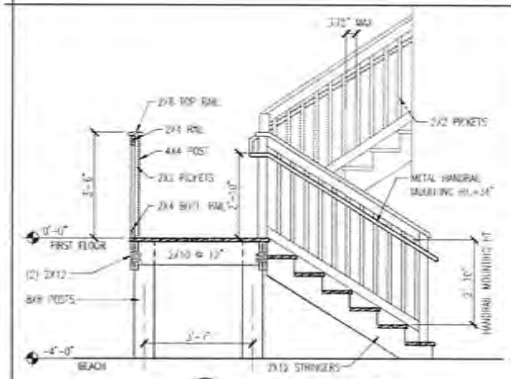
4 ELEVATION – STAIR 1
SCALE: 1/4" = 1'-0"



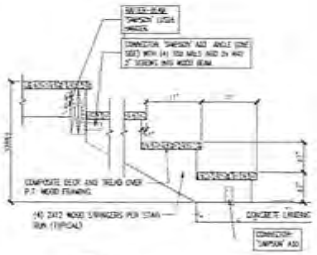
1 FOUNDATION/FRAMING PLAN – STAIR 1
SCALE: 1/4" = 1'-0"



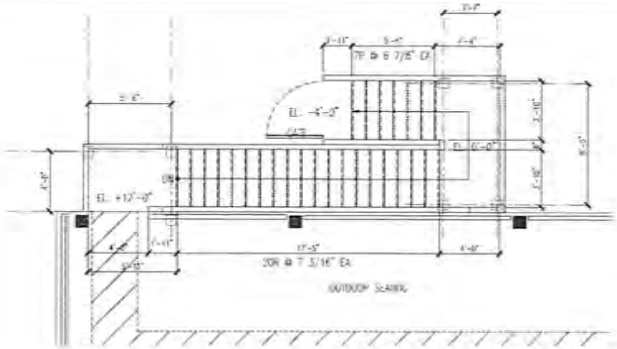
2 FIRST FLOOR – STAIR 1
SCALE: 1/4" = 1'-0"



5 SECTION @ STAIR
SCALE: 1/2" = 1'-0"



6 DETAIL @ STAIR
SCALE: 1/2" = 1'-0"



3 SECOND FLOOR – STAIR 1
SCALE: 1/4" = 1'-0"

ALCALA ARCHITECTURE
2301 Tobie Dean Rd.
Cantonment, FL 32533
805-886-1718

Florida Lic. AR95019
Alabama Lic. No. 7214

Certification

Escambia County

Senor Frog's - Interior Alterations
Pensacola Beach Boardwalk

Pensacola Beach, Florida

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PROJECT # 2323
DATE ISSUED: 3/8/24
SRIA Review Set

REVISIONS:

No.	DATE

Sheet Title :
ENLARGED STAIR PLANS

Sheet No. :
A503

Upon amended motion of Ms. Brigette Brooks seconded by Mr. Jeremy Johnson, the Board unanimously approved staff's recommendation with the exception of the pad being placed. (6-0)

Item #2- Approval of a Modification to the Elevation Project Agreement between the Santa Rosa Island Authority and Ronald L. Wynne and Deborah L. Wynne. (Staff report by Leigh Davis)

Upon motion of Ms. Liz Callahan seconded by Mr. Jeremy Johnson, the Board unanimously approved the Modification to the Elevation Project Agreement between the Santa Rosa Island Authority and Ronald L. Wynne and Deborah L. Wynne. (1303 Panferio Dr.) (6-0)

Item #3- Request by 11th Street, LC- 400 Quietwater Beach Rd. Units #9 & #11- for approval of the Amended and Restated Lease Agreement for the property including the additional exchange of public areas. (Staff report by Robbie Schrock) *(This item was pulled from consent and placed on Old Business at the beginning of the meeting.)*

Ms. Leigh Davis informed the Board that in section IV. D. of the Amended and Restated Lease, there was a scrivener's error in the CPI language that staff had updated. It should read 1982-1984=100 and not 1973=100.

Speaker- Sean Seely- Attorney for 11th Street, LC

Mr. Seely gave the attached handout to Ms. Kara Gauntt to distribute to the Board. (Attachment #1)

Mr. Seely stated he was in attendance to advocate for the leaseholder, 11th Street, LC. The Committee already approved this item and sent it to the Board as a consent item. Some concerns were voiced at the Committee Meeting about sound decibels and a concept of a slippery slope. He stated that after months of architectural and engineering design, a plan was submitted to the Board and approved. He then stated that weather this is approved or not approved, he hoped the Board did not consider this a slippery slope.

Ms. Liz Callahan made a motion to approve staff's recommendation. Ms. Brigette Brooks seconded the motion.

Mr. Charles D. Thornton asked if public land had been swapped before and that he would hate to see the Board go down the wrong path.

Ms. Jeremy Johnson stated that the first swap was no beach front property and staff did comment that it could open up for more potential requests to swap land. Mr. Johnson then

stated he had the opportunity to meet with the contractor Mr. Chastain and walk the site and he did not believe the exchange was equitable. There are other properties along the Boardwalk that have stairs onto the beach, but they own up to the mean high water line so the stairs are on their leasehold property. He then asked if there was any guarantee that the proposed stairs onto the beach were going to be used only for emergency purposes and not become an active entrance. He also asked if there was an option for an easement versus changing the legal description.

Ms. Mary Jane Bass stated that you could run into liability issues with an easement.

Mr. Mark Chastain stated the stairs could be designed with a gate for a one way exit from the second floor.

Mr. Johnson asked if there was a landing on the current first floor of the Boardwalk or if it went straight to the sand.

Mr. Chastain said there was a switch back and it emptied onto the sand and not the Boardwalk.

Mr. Bubba Peters stated that he visited the site and noted that the area being requested was larger than he expected. He stated that once the Board gives away land, they can't get it back.

Mr. Chastain asked to approach the Board and showed the attached images on his phone of the staircase. (Attachment #2) He then stated that a simple design change can allow access to the Boardwalk if needed.

Mr. Charles D. Thornton asked if the public was being denied access.

Mr. Chastain stated that it would be up to the discretion of the Board to decide whether they wanted the stairs to have access to the Boardwalk or not. They can be blocked off from the public.

Ms. Brigette Brooks gave support and stated she could see the advantage of having stairs for emergency purposes only and not allowing for them public use.

Mr. Jeremy Johnson asked Mr. Juan C. Lemos if there would be any special design approval from the SRIA to make sure the stairs are for emergency exit only.

Mr. Juan C. Lemos stated that no engineered plans had been submitted to the SRIA. He informed the Board that anything they decide on, will be part of the approval process of the engineered plans.

Mr. Charles D. Thornton stated he was not a fan of land swapping and will not go down that slippery slope.

Ms. Leigh Davis asked the Board to be very clear with their motion and decision.
Ms. Liz Callahan and Ms. Brigette Brooks stated they both maintained their motion and second for approval.

Upon motion of Ms. Liz Callahan seconded by Ms. Brigette Brooks, the Board approved the request by 11th Street, LC- 400 Quietwater Beach Rd. Units #9 & #11- for approval of the Amended and Restated Lease Agreement for the property including the additional exchange of public areas, as presented. (5-1) (Mr. Bubba Peters voted in the negative.)

Mr. Charles D. Thornton stated he wanted staff to work on the design of the stairs.

Mr. Juan C. Lemos stated that when plans are submitted, they don't usually come to the Board, but if it was their pleasure, the stair plans can be brought back to the Board for approval.

Upon motion of Mr. Jeremy Johnson seconded by Mr. Charles D. Thornton, the Board unanimously approved bringing the stair design back to the Board for approval. (6-0)

11. NEW BUSINESS

Item #1- Bands on the Beach status report for the 2023 season. (Staff report by Robbie Schrock)

Status report only. No action taken.

12. REPORTS

A. EXECUTIVE DIRECTOR'S REPORT

Ms. Leigh Davis presented her report. There were no questions from the Board.

B. ATTORNEY'S REPORT

Ms. Mary Jane Bass presented her report. There were no questions from the Board.

C. DEVELOPMENT SERVICES DIRECTOR REPORT

Mr. Juan C. Lemos presented his report. He informed the Board that he received the Notice of Commencement for the Casino Beach parking lot resurfacing and restriping

March 27, 2024
Regular Agenda
Old Business Item #3

Approval of the Executive Director recruitment schedule and extension of the current Executive Director's contract. (Staff report by Leigh Davis)

Background:

At the January 24, 2024, meeting, the Board unanimously approved hiring Strategic Government Resources (SGR) to provide executive recruitment services for the Executive Director position being vacated by Ms. Davis. The agenda item presented during that meeting provided a preliminary timeline for the hiring process. Additionally, the current Executive Director's contract expires on April 19, 2024.

This item seeks approval of a finalized recruitment timeline (Attachment #1) and an extension of Ms. Davis' employment agreement coinciding with the recruitment schedule (Attachment #2).

Analysis:

In order to expedite the hiring process, the proposed timeline requires special meetings outside of regularly scheduled meetings. Once the Board has approved the timeline, staff will make the necessary amendments to the meeting calendar and post accordingly on the SRIA website, as well as Escambia County's website. The required additional meetings are as follows:

> Wednesday, April 10 – Special meeting of the Administrative Committee
> 3:30 – 5:00 pm
>
> Wednesday, May 1 – Special Board meeting to select finalists
> 3:30 – 5:00 pm
>
> Wednesday, May 22 – Special meeting for public interviews and final selection of a candidate by the Board (This meeting would immediately follow the regularly scheduled board meeting.)
>
> Wednesday, June 12 – Special meeting to approve the new Executive Director's contract. (This meeting would immediately follow the regularly scheduled Committee meeting.)

Additionally, the current Executive Director's contract expires on April 19, 2024. In her January 4th letter to the Board announcing her decision not to renew her contract, Ms. Davis indicated she was available to continue beyond April 19 should the recruitment process extend beyond that date. With the new Executive Director's contract approval scheduled for June 12th, it is proposed that Ms. Davis' contract term be amended to reflect June 28, 2024, as her last official day.

Recommendation:

Staff recommends approval of the Executive Director recruitment schedule and extension of the current Executive Director's contract term through June 28, 2024.

The revised timeline for the Executive Director recruitment process is as follows: Attachment #1

Task	**Proposed Date**
Position profile/job announcement posted	Tuesday, March 12
Special meeting of the Administrative Committee to select semifinalists	Wednesday, April 10 (same day as Committee meeting, but would be a special meeting called in advance of the regularly scheduled committee meeting) 90 minutes – Special Meeting to begin at 3:30 pm
Collection of materials from and on semifinalists by the recruiter (i.e. written questionnaires, recorded one-way interviews, media searches and reports)	April 11 – April 23
Semifinalist briefing book delivered to the Board (via electronic link)	Tuesday, April 23
Special Meeting of the Board to select finalists	Wednesday, May 1 (outside of regular meeting schedule – would be an additional meeting) 90 minutes – Special Meeting to begin at 3:30 pm
Finalists briefing materials delivered to the Board (via electronic link)	Friday, May 17
Interviews	Tuesday and Wednesday, May 21 & 22 Tuesday would be one-on-one interviews with Board members and finalists Wednesday would be public interviews and final selection of candidate by the Board (this would be a Special Meeting immediately following our regularly scheduled Board meeting)
Special Board meeting to approve new Executive Director's contract	Wednesday, June 12 (same day as Board meeting, but would be a special meeting called after the regularly scheduled meeting) Note: This would also be another long meeting(s) as our 1st budget workshop will fall on June 12th too.
Start date of new Executive Director	TBD

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, made and entered into this 27th day of March 2024, by and between the SANTA ROSA ISLAND AUTHORITY, a dependent special district (hereinafter "SRIA"), and Leigh Davis (hereinafter "Employee"), both of whom agree as follows:

RECITAL

WHEREAS, an EMPLOYMENT AGREEMENT between SRIA and Employee was entered into on April 19, 2021, and effective through April 19, 2024, to employ Employee as the SRIA's Executive Director; and

WHEREAS, Employee is not seeking renewal of her contract; and

WHEREAS, it is the desire of the SRIA to extend the Employment Agreement between SRIA and Employee to allow time for the SRIA to complete the recruitment and hiring process for a new Executive Director ; and

WHEREAS, it is contemplated that the new Executive Director contract will be approved by the SRIA Board on June 12, 2024; and

WHEREAS, Employee desires to accept an extension of employment as Executive Director of the SRIA under the terms set forth herein;

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

1. The recitals contained in the Recital of this Amendment to Employment Agreement are declared to be true and correct and are incorporated into this Amendment to Employment Agreement.

2. The Employment Agreement is hereby amended as follows:

   "The agreement shall become effective on April 19, 2021, or on such earlier date per written notice from the Employee and shall remain in effect until June 28, 2024, subject to Sections 3 and 4 herein."

3. In all other respects, the Employment Agreement as amended shall remain unmodified or amended.

4. This Amendment to Employment Agreement shall be effective as of the date the last party hereto executes.

_____, _____ _____, _____

Chairman/Chairwoman Date Employee Date
Santa Rosa Island Authority

ATTEST:

_____,

Secretary/Treasurer
Santa Rosa Island Authority

DRAFT

March 27, 2024
Regular Agenda
New Business #1

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

Background:

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

Recommendation:

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

Santa Rosa Island Authority
STATEMENT OF INCOME REVENUES AND EXPENSES
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
INCOME REVENUES	$683,924.57	$394,400.00	$289,524.57	73.4%	$1,725,288.15	$1,076,940.00	$648,348.15	60.2%
EXPENSES								
Administrative	$54,873.63	$55,095.00	($221.37)	-0.4%	$235,361.40	$235,499.00	($137.60)	-0.1%
Finance	$56,904.19	$56,121.00	$783.19	1.4%	$212,116.80	$210,312.00	$1,804.80	0.9%
Environmental & Developmental Svc	$98,653.80	$98,607.00	$46.80	0.0%	$230,430.68	$230,388.00	$42.68	0.0%
Human Resources and Marketing	$58,129.91	$58,077.00	$52.91	0.1%	$192,818.14	$193,450.00	($631.86)	-0.3%
TOTAL	**$268,561.53**	**$267,900.00**	**$661.53**	**0.2%**	**$870,727.02**	**$869,649.00**	**$1,078.02**	**0.1%**
OTHER EXPENSES								
Capital	$0.00	$0.00	$0.00	0.0%	$4,362.56	$0.00	$4,362.56	0.0%
Infrastructure	$1,340.00	$1,340.00	$0.00	0.0%	$46,501.46	$27,512.00	$18,989.46	69.0%
TOTAL	**$1,340.00**	**$1,340.00**	**$0.00**	**0.0%**	**$50,864.02**	**$27,512.00**	**$23,352.02**	**84.9%**

Santa Rosa Island Authority
STATEMENT OF INCOME REVENUES AND EXPENSES
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Prior Year	Variance	% Var	Actual	Prior Year	Variance	% Var
INCOME REVENUES	$683,924.57	$633,499.71	$50,424.86	8.0%	$1,725,288.15	$1,561,848.29	$163,439.86	10.5%
EXPENSES								
Administrative	$54,873.63	$63,401.50	($8,527.87)	-13.5%	$235,361.40	$293,783.01	($58,421.61)	-19.9%
Finance	$56,904.19	$51,255.90	5,648.29	11.0%	$212,116.80	$191,629.25	$20,487.55	10.7%
Environmental & Developmental Svc	$98,653.80	$82,619.23	16,034.57	19.4%	$230,430.68	$236,750.43	($6,319.75)	-2.7%
Human Resources and Marketing	$58,104.11	$42,606.76	15,497.35	36.4%	$192,792.34	$178,388.95	$14,403.39	8.1%
TOTAL	**$268,535.73**	**$239,883.39**	**$28,652.34**	**11.9%**	**$870,701.22**	**$900,551.64**	**($29,850.42)**	**-3.3%**

Santa Rosa Island Authority
STATEMENT OF INCOME REVENUES AND EXPENSES
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Prior Year	Variance	% Var	Actual	Prior Year	Variance	% Var
INCOME REVENUES	$683,924.57	$633,499.71	$50,424.86	8.0%	$1,725,288.15	$1,561,848.29	$163,439.86	10.5%
EXPENSES								
Administrative	$54,873.63	$63,401.50	($8,527.87)	-13.5%	$235,361.40	$293,783.01	($58,421.61)	-19.9%
Finance	$56,904.19	$51,255.90	5,648.29	11.0%	$212,116.80	$191,629.25	$20,487.55	10.7%
Environmental & Developmental Svc	$98,653.80	$82,619.23	16,034.57	19.4%	$230,430.68	$236,750.43	($6,319.75)	-2.7%
Human Resources and Marketing	$58,129.91	$42,606.76	15,523.15	36.4%	$192,818.14	$178,388.95	$14,429.19	8.1%
TOTAL	**$268,561.53**	**$239,883.39**	**$28,678.14**	**12.0%**	**$870,727.02**	**$900,551.64**	**($29,824.62)**	**-3.3%**

Santa Rosa Island Authority
Administrative
Schedule of Expenses YTD
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	$24,704.48	$24,705.00	($0.52)	0.0%	$100,249.98	$100,250.00	($0.02)	0.0%
Social Security	1,490.00	1,490.00	-	0.0%	6,055.14	5,990.00	65.14	1.1%
Retirement	5,338.32	5,340.00	(1.68)	0.0%	22,711.63	22,715.00	(3.37)	0.0%
Insurance Contribution	5,605.72	5,790.00	(184.28)	-3.2%	20,872.88	21,065.00	(192.12)	-0.9%
Workers Compensation	56.02	41.00	15.02	36.6%	221.04	164.00	57.04	34.8%
Medicare	348.47	254.00	94.47	37.2%	1,416.13	1,338.00	78.13	5.8%
Misc. Personnel Benefits	302.18	302.00	0.18	0.1%	1,123.05	1,120.00	3.05	0.3%
TOTAL	**$37,845.19**	**$37,922.00**	**($76.81)**	**-0.2%**	**$152,649.85**	**$152,642.00**	**$7.85**	**0.0%**
OPERATIONS AND MAINTENANCE								
Contract Service	1,761.07	1,761.00	0.07	0.0%	13,492.97	13,492.00	0.97	0.0%
Board Members Expense	3,400.00	3,400.00	-	0.0%	13,600.00	13,600.00	-	0.0%
Attorney Retainer	1,100.00	1,100.00	-	0.0%	3,300.00	3,300.00	-	0.0%
Legal & Other Professional Fees	7,971.75	7,972.00	(0.25)	0.0%	33,663.06	33,663.00	0.06	0.0%
Legal Support Expenses	106.50	107.00	(0.50)	-0.5%	337.41	339.00	(1.59)	-0.5%
Engineer Retainer	550.00	550.00	-	0.0%	1,650.00	1,650.00	-	0.0%
Travel and Training	(146.11)	-	(146.11)	0.0%	1,781.49	1,928.00	(146.51)	-7.6%
Telephone	488.35	488.00	0.35	0.1%	1,976.05	1,976.00	0.05	0.0%
Electricity	661.43	660.00	1.43	0.2%	1,064.64	1,065.00	(0.36)	0.0%
Water,Wastewater & Solid Waste	300.82	300.00	0.82	0.3%	1,237.29	1,236.00	1.29	0.1%
Insurance	100.00	100.00	-	0.0%	3,302.00	3,302.00	-	0.0%
Miscellaneous	86.10	85.00	1.10	1.3%	157.00	156.00	1.00	0.6%
Postage	9.14	10.00	(0.86)	-8.6%	62.63	63.00	(0.37)	-0.6%
Office Supplies	639.39	640.00	(0.61)	-0.1%	2,170.91	2,171.00	(0.09)	0.0%
Membership Fees	-	-	-	0.0%	1,175.00	1,175.00	-	0.0%
Printing	-	-	-	0.0%	3,741.10	3,741.00	0.10	0.0%
TOTAL	$17,028.44	$17,173.00	($144.56)	-0.8%	$82,711.55	$82,857.00	($145.45)	-0.2%
GRAND TOTAL	$54,873.63	$55,095.00	($221.37)	-0.4%	$235,361.40	$235,499.00	($137.60)	-0.1%

Santa Rosa Island Authority
Finance
Schedule of Expenses YTD
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	$21,805.82	$21,805.00	$0.82	0.0%	$86,202.19	$86,204.00	($1.81)	0.0%
Social Security	1,275.00	1,275.00	-	0.0%	5,135.43	5,142.00	(6.57)	-0.1%
Retirement	2,959.06	2,960.00	(0.94)	0.0%	12,551.45	12,555.00	(3.55)	0.0%
Insurance Contribution	6,126.20	5,375.00	751.20	14.0%	23,004.80	21,230.00	1,774.80	8.4%
Workers Compensation	44.44	35.00	9.44	27.0%	180.96	175.00	5.96	3.4%
Medicare	298.20	280.00	18.20	6.5%	1,201.06	1,102.00	99.06	9.0%
Misc. Personnel Benefits	302.76	302.00	0.76	0.3%	1,125.37	1,122.00	3.37	0.3%
TOTAL	**$32,811.48**	**$32,032.00**	**$779.48**	**2.4%**	**$129,401.26**	**$127,530.00**	**$1,871.26**	**1.5%**
OPERATIONS AND MAINTENANCE								
Financial Audit Fee	5,000.00	5,000.00	-	0.0%	9,500.00	9,500.00	-	0.0%
Commercial Business Review	-	-	-	0.0%	8,000.00	8,000.00	-	0.0%
Contract Service	15,285.35	15,285.00	0.35	0.0%	52,854.91	52,853.00	1.91	0.0%
Travel and Training	-	-	-	0.0%	3,802.92	3,802.00	0.92	0.0%
Telephone	330.48	330.00	0.48	0.1%	1,344.57	1,346.00	(1.43)	-0.1%
Electricity	661.43	660.00	1.43	0.2%	1,116.51	1,116.00	0.51	0.0%
Water,Wastewater & Solid Waste	300.82	300.00	0.82	0.3%	1,165.74	1,162.00	3.74	0.3%
Fuels & Lubricants	62.34	65.00	(2.66)	-4.1%	175.87	179.00	(3.13)	-1.7%
Postage	1,737.64	1,735.00	2.64	0.2%	1,667.08	1,735.00	(67.92)	-3.9%
Office Supplies	714.65	714.00	0.65	0.1%	3,087.94	3,089.00	(1.06)	0.0%
TOTAL	$24,092.71	$24,089.00	$3.71	0.0%	$82,715.54	$82,782.00	($66.46)	-0.1%
GRAND TOTAL	$56,904.19	$56,121.00	$783.19	1.4%	$212,116.80	$210,312.00	$1,804.80	0.9%

Santa Rosa Island Authority
Environmental And Developmental Svc
Schedule of Expenses YTD
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	$15,686.98	$15,685.00	$1.98	0.0%	$61,747.68	$61,745.00	$2.68	0.0%
Social Security	978.34	940.00	38.34	4.1%	3,852.59	3,811.00	41.59	1.1%
Retirement	2,128.70	2,130.00	(1.30)	-0.1%	8,979.10	8,977.00	2.10	0.0%
Insurance Contribution	1,621.82	1,620.00	1.82	0.1%	6,490.33	6,495.00	(4.67)	-0.1%
Workers Compensation	34.65	31.00	3.65	11.8%	138.78	140.00	(1.22)	-0.9%
Medicare	228.79	229.00	(0.21)	-0.1%	900.97	899.00	1.97	0.2%
Misc. Personnel Benefits	301.60	300.00	1.60	0.5%	1,120.73	1,117.00	3.73	0.3%
TOTAL	**$20,980.88**	**$20,935.00**	**$45.88**	**0.2%**	**$83,230.18**	**$83,184.00**	**$46.18**	**0.1%**
OPERATIONS AND MAINTENANCE								
Contract Service	6,244.48	6,245.00	(0.52)	0.0%	14,912.35	14,914.00	(1.65)	0.0%
Escambia Fire Rescue	17,166.67	17,167.00	(0.33)	0.0%	68,666.68	68,668.00	(1.32)	0.0%
Environmental Service	52,000.00	52,000.00	-	0.0%	52,000.00	52,000.00	-	0.0%
Travel and Training	450.00	450.00	-	0.0%	525.00	525.00	-	0.0%
Telephone	470.68	470.00	0.68	0.1%	1,905.21	1,904.00	1.21	0.1%
Electricity	661.41	660.00	1.41	0.2%	998.12	997.00	1.12	0.1%
Water,Wastewater & Solid Waste	300.82	300.00	0.82	0.3%	1,165.74	1,165.00	0.74	0.1%
Postage	9.70	10.00	(0.30)	-3.0%	24.07	25.00	(0.93)	-3.7%
Office Supplies	49.16	50.00	(0.84)	-1.7%	103.33	106.00	(2.67)	-2.5%
Membership Fees	320.00	320.00	-	0.0%	6,900.00	6,900.00	-	0.0%
TOTAL	$77,672.92	$77,672.00	$0.92	0.0%	$147,200.50	$147,204.00	($3.50)	0.0%
GRAND TOTAL	$98,653.80	$98,607.00	$46.80	0.0%	$230,430.68	$230,388.00	$42.68	0.0%

Santa Rosa Island Authority
Human Resources and Marketing
Schedule of Expenses YTD
For the Four Months Ending January 31, 2024

	Current Period				Year-To-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
PERSONNEL								
Regular Salaries	$4,139.20	$4,060.00	$79.20	2.0%	$15,355.12	$15,277.00	$78.12	0.5%
Security Salaries	-	-	-	0.0%	24,960.00	24,960.00	-	0.0%
Social Security	249.76	250.00	(0.24)	-0.1%	934.95	932.00	2.95	0.3%
Retirement	561.68	596.00	(34.32)	-5.8%	2,240.69	2,309.00	(68.31)	-3.0%
Insurance Contribution	1,169.32	1,165.00	4.32	0.4%	3,177.28	3,255.00	(77.72)	-2.4%
Workers Compensation	17.22	10.00	7.22	72.2%	68.62	47.00	21.62	46.0%
Medicare	58.42	58.00	0.42	0.7%	218.66	199.00	19.66	9.9%
Misc. Personnel Benefits	0.58	-	0.58	0.0%	2.32	-	2.32	0.0%
TOTAL	**$6,196.18**	**$6,139.00**	**$57.18**	**0.9%**	**$46,957.64**	**$46,979.00**	**($21.36)**	**0.0%**
OPERATIONS AND MAINTENANCE								
Contract Service	535.54	535.00	0.54	0.1%	2,963.06	2,963.00	0.06	0.0%
Advertising PB Chamber	16,585.50	16,585.00	0.50	0.0%	40,300.15	40,300.00	0.15	0.0%
Visitor Information Center	10,713.86	10,715.00	(1.14)	0.0%	37,565.03	37,563.00	2.03	0.0%
Telephone	138.34	140.00	(1.66)	-1.2%	521.81	525.00	(3.19)	-0.6%
Promotion and Events	19,600.89	19,602.00	(1.11)	0.0%	40,128.88	40,129.00	(0.12)	0.0%
Advertising	4,329.08	4,330.00	(0.92)	0.0%	24,075.57	24,077.00	(1.43)	0.0%
Community Participation/Member	20.00	20.00	-	0.0%	100.00	100.00	-	0.0%
Hospitality	-	-	-	0.0%	720.07	720.00	0.07	0.0%
Snow Birds	500.00	500.00	-	0.0%	500.00	500.00	-	0.0%
Miscellaneous	-	-	-	0.0%	(606.37)	-	(606.37)	0.0%
Postage	10.52	11.00	(0.48)	-4.4%	13.22	14.00	(0.78)	-5.6%
Office Supplies	-	-	-	0.0%	79.08	80.00	(0.92)	-1.2%
TOTAL	$52,433.73	$52,438.00	($4.27)	0.0%	$146,360.50	$146,971.00	($610.50)	-0.4%
GRAND TOTAL	$58,629.91	$58,577.00	$52.91	0.1%	$193,318.14	$193,950.00	($631.86)	-0.3%

Check History Report
Sorted By Check Number
Activity From: 1/1/2024 to 1/31/2024

SANTA ROSA ISLAND AUTHORITY (SRI)

Bank Code: A SYNOVUS - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
0000053551	1/3/2024	BROOKSB	BRIGETTE GRAY BROOKS	650.00	Auto
0000053552	1/3/2024	CALLAHA	ELIZABETH CALLAHAN	550.00	Auto
0000053553	1/3/2024	CULLIGA	CULLIGAN WATER	46.00	Auto
0000053554	1/3/2024	EGOLDFA	EGOLDFAX	90.48	Auto
0000053555	1/3/2024	ESCCO	ESCAMBIA COUNTY-FLEX BENEFITS	226.91	Auto
0000053556	1/3/2024	ESCCOUN	ESCAMBIA COUNTY	152.33	Auto
0000053557	1/3/2024	ESCCOUN	ESCAMBIA COUNTY	17,166.67	Auto
0000053558	1/3/2024	ETPS	ELECTRONIC TAX PAYMENT SYSTEM	8,471.92	Auto
0000053559	1/3/2024	FLPOWER	FLORIDA POWER NORTHWEST FL	29.98	Auto
0000053560	1/3/2024	FLPOWER	FLORIDA POWER NORTHWEST FL	862.13	Auto
0000053561	1/3/2024	HSABANK	H S A BANK	350.00	Auto
0000053562	1/3/2024	JOHNS J	JEREMY S JOHNSON	550.00	Auto
0000053563	1/3/2024	LANDRUM	LANDRUM STAFFING	923.84	Auto
0000053564	1/3/2024	NACO	NATIONWIDE RETIREMENT SOLUTION	300.00	Auto
0000053565	1/3/2024	PANHA	PANHANDLE HAMBAUGH ELEVATORS	1,719.00	Auto
0000053566	1/3/2024	PBCHAMB	PENSACOLA BEACH CHAMBER OF COM	7,916.66	Auto
0000053567	1/3/2024	PETERSG	GARY DEAN PETERS JR	550.00	Auto
0000053568	1/3/2024	REDWIRE	REDWIRE	108.25	Auto
0000053569	1/3/2024	THORN	CHARLES THORNTON	550.00	Auto
0000053570	1/3/2024	WARREN	WARREN AVERETT TECH GROUP LLC	400.00	Auto
0000053571	1/3/2024	WATSON	JEROME E WATSON	550.00	Auto
0000053572	1/8/2024	CARRRIG	CARR RIGGS & INGRAM	5,000.00	Auto
0000053573	1/8/2024	GILMSVC	GILMORE SERVICES INC	56.50	Auto
0000053574	1/8/2024	KMSBUSI	KMS COMMUNICATIONS	232.40	Auto
0000053575	1/8/2024	QUADIEN	QUADIENT FINANCE USA, INC	1,767.00	Auto
0000053576	1/8/2024	UNITIFI	UNITI FIBER	1,100.00	Auto
0000053577	1/10/2024	AUNE RA	RACHEL AUNE	300.00	Auto
0000053578	1/10/2024	CARDSER	CARD SERVICES	7,184.16	Auto
0000053579	1/10/2024	CLERKCO	CLERK OF COURT	35.50	Auto
0000053580	1/10/2024	CODESUP	CODE SUPPLIES INC	1,900.00	Auto
0000053581	1/10/2024	HSABANK	H S A BANK	1,500.00	Auto
0000053582	1/10/2024	LANDRUM	LANDRUM STAFFING	1,154.80	Auto
0000053583	1/10/2024	PAULENT	PAUL ENTREKIN	3,000.00	Auto
0000053584	1/10/2024	PBCHAMB	PENSACOLA BEACH CHAMBER OF COM	16,585.50	Auto
0000053585	1/10/2024	PINN	PINNACLE PRESSURE WASHING & LAND WORKS LLC	4,000.00	Auto
0000053586	1/10/2024	REELEAS	REEL EAZY CHARTERS LLC	3,525.00	Auto
0000053587	1/10/2024	SALTMRS	SALTMARSH CLEAVELAND & GUND	4,140.30	Auto
0000053588	1/11/2024	BASKERV	BASKERVILLE DONOVAN, INC	9,935.00	Auto
0000053589	1/11/2024	FISHERB	C N A SURETY	100.00	Auto
0000053590	1/11/2024	MEDIACO	MEDIACOM	29.53	Auto
0000053591	1/11/2024	VERIZON	VERIZON	396.65	Auto
0000053592	1/11/2024	PILONCA	CAROL PILON	4,500.00	Auto
0000053592	1/11/2024	PILONCA	CAROL PILON	4,500.00-	Reversal
0000053593	1/11/2024	PILONCA	CAROL PILON	4,500.00	Auto
0000053594	1/16/2024	COLONL	COLONIAL LIFE & ACCIDENT INS	25.20	Auto
0000053595	1/16/2024	CPCTECH	CPC OFFICE TECHNOLOGIES LLC	1,305.95	Auto
0000053596	1/16/2024	ESCCO	ESCAMBIA COUNTY-FLEX BENEFITS	226.91	Auto
0000053597	1/16/2024	ESCINS	ESCAMBIA COUNTY SELF INSURANCE	15,223.76	Auto
0000053598	1/16/2024	ETPS	ELECTRONIC TAX PAYMENT SYSTEM	8,449.61	Auto
0000053599	1/16/2024	EWBULLO	E W BULLOCK ASSOCIATES INC	4,887.97	Auto
0000053600	1/16/2024	FLDOR	FLORIDA DEPARTMENT OF REVENUE	15,075.39	Auto
0000053601	1/16/2024	FLRETIR	FLORIDA DIVISION OF RETIREMENT	13,106.60	Auto
0000053602	1/16/2024	HSABANK	H S A BANK	350.00	Auto
0000053603	1/16/2024	MEDIACO	MEDIACOM	848.09	Auto

Bank Code: A SYNOVUS - OPERATING

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
0000053604	1/16/2024	NACO	NATIONWIDE RETIREMENT SOLUTION	300.00	Auto
0000053605	1/16/2024	REDWIRE	REDWIRE	59.00	Auto
0000053606	1/16/2024	STAPLES	STAPLES ADVANTAGE	763.81	Auto
0000053607	1/16/2024	WEX BAN	WEX BANK	62.34	Auto
0000053608	1/16/2024	LANDRUM	LANDRUM STAFFING	469.14	Auto
0000053609	1/16/2024	MEDIACO	MEDIACOM	316.18	Auto
0000053610	1/25/2024	BEGGS&L	BEGGS & LANE	9,071.75	Auto
0000053611	1/25/2024	ECUA	E C U A	1,112.91	Auto
0000053612	1/25/2024	ESC BCC	ESCAMBIA COUNTY BOCC	52,000.00	Auto
0000053613	1/25/2024	EXTRASP	EXTRA SPACE STORAGE	2,698.00	Auto
0000053614	1/25/2024	MEDIACO	MEDIACOM	139.95	Auto
0000053615	1/25/2024	SIMPSOM	MATTHEW R SIMPSON	200.00	Auto
0000053616	1/30/2024	CLERKCO	CLERK OF COURT	71.00	Auto
0000053617	1/30/2024	COLONL	COLONIAL LIFE & ACCIDENT INS	25.20	Auto
0000053618	1/30/2024	ESCCO	ESCAMBIA COUNTY-FLEX BENEFITS	226.91	Auto
0000053619	1/30/2024	ETPS	ELECTRONIC TAX PAYMENT SYSTEM	8,536.69	Auto
0000053620	1/30/2024	FLPOWER	FLORIDA POWER NORTHWEST FL	29.62	Auto
0000053621	1/30/2024	FLPOWER	FLORIDA POWER NORTHWEST FL	1,457.17	Auto
0000053622	1/30/2024	HSABANK	H S A BANK	400.00	Auto
0000053623	1/30/2024	KENTSRE	KENT'S SPECIAL EVENTS INC	2,548.37	Auto
0000053624	1/30/2024	NACO	NATIONWIDE RETIREMENT SOLUTION	300.00	Auto
0000053625	1/30/2024	SONITRO	SONITROL	139.70	Auto
			Bank A Total:	249,033.73	
			Report Total:	249,033.73	

Santa Rosa Island Authority
Status Report on all Capital and Infrastructure Projects
State Funded Projects
As of January 31, 2024

	2024 Budget Amount	Expenditures 2024	Remaining YTD Balance
Capital Outlay			
Administration, Leasing			
Telephone System	$ 1,000		$ 1,000
Computer -Admin	$ 3,000		$ 3,000
Office Equipment	$ 4,000		$ 4,000
Lobby/Office Furniture (equip)	$ 5,000	$ 4,363	$ 637
Office Truck	$ 8,500		$ 8,500
Total Admin., Leasing Capital Outlay	**$ 21,500**	**$ 4,363**	**$ 17,137**
Finance			
Accounting Software	$ -		$ -
Computer Equip	$ -		$ -
Office Truck	$ 8,500		$ 8,500
Office Equipment	$ 35,000		$ 35,000
Total Finance Capital Outlay	**$ 43,500**	**$ -**	**$ 43,500**
Environmental & Developmental Services			
Computer Equipment	$ 3,000		$ 3,000
Office Furniture	$ 7,000		$ 7,000
Office Truck	$ 8,500		$ 8,500
			$ -
Total Environmental & Devel. Serv. Capital Outlay	**$ 18,500**	**$ -**	**$ 18,500**
Human Resources			
Office Equip	$ 500		$ 500
Computer Equipment	$ 2,000		$ 2,000
Office truck	$ 8,500		$ 8,500
Total Human Resources	**$ 11,000**	**$ -**	**$ 11,000**
Promotions & Events			
Computer (Promotions)	$ -	$ -	$ -
Office Equipment	$ -	$ -	$ -
Total Promotions & Events		**$ -**	**$ -**
Total Capital Outlay	**$ 94,500**	**$ 4,363**	**$ 90,137**
Infrastructure Projects			
Admin & VIC Building Repair and Maintenance	$ 100,000	$ 39,338	$ 60,662
Beach Nourishment Gulf Permits	$ 50,000		$ 50,000
Boardwalk Improvements	$ 300,000	$ 3,961	$ 296,039
Soundside Bch Nourish/Drainage Improv & Debris Removal	$ 300,000	$ 3,203	$ 296,797
Dune Walkover Construction (1)	$ -		$ -
Lafitte Cove Dredging	$ 132,500		$ 132,500
Little Sabine Dredging (2 every 3-5 yrs)	$ -		$ -
New Bathrooms for Pensacola Beach Boardwalk	$ -		$ -
Quietwater Beach Nourishment (Permits)	$ 20,000		$ 20,000
Seawall Replacements	$ 50,000		$ 50,000
Soundside Beach Nourishment	$ -		$ -
Trolley Replacement	$ 550,000		$ 550,000
Trolley Stop Maintenance and Repair	$ 60,000		$ 60,000
Vision & Planning	$ 10,000		$ 10,000
Total Infrastructure Projects	**$ 1,572,500**	**$ 46,502**	**$ 1,525,998**
Total Capital & Infrastructure	**$ 1,667,000**	**$ 50,865**	**$ 1,616,135**
Grant, Bond & Miscellaneous Funded Projects			
Beach Restoration (Projected)	$ -	$ -	$ -
Total Grant & Bond Funded Projects	**$ -**	**$ -**	**$ -**
Summary:			
Total Capital & Infrastructure	**$ 1,667,000**	$ 50,865	$ 1,616,135
Total Grant & Bond Funded Projects	**$ -**	**$ -**	**$ -**
Grand Totals	**$ 1,667,000**	**$ 50,865**	**$ 1,616,135**

Approval to establish an auditor selection committee to begin the process of issuing a Request for Proposals (RFP) for Auditing Services (Staff report by Leigh Davis)

Background:

The purpose of this item is to seek approval to establish an auditor selection committee to begin the process of selecting an experienced and qualified accounting and advisory firm to provide annual compliance and financial control services. Records indicate that the last time auditing services were bid were in 2008.

Analysis:

Pursuant to statute (F.S. 218.391), there are specific steps that a governing body (special districts included) must follow regarding auditor selection. The first step is to establish an auditor selection committee.

The auditor selection committee for a special district must consist of at least three members. One member of the selection committee must be a member of the governing body, who shall serve as the chair of the committee. An employee, a chief executive officer, or a chief financial officer of the governing body may not serve as a member of the selection committee but may serve in an advisory capacity.

The selection committee shall:

a) Establish factors to use for the evaluation of audit services
b) Publicly announce requests for proposals
c) Provide interested firms with a request for proposal
d) Evaluate proposals provided by qualified firms
e) Rank and recommend in order of preference as to the firms it deems to be the most highly qualified.

Per statute, the evaluation criteria shall include, but are not limited to, ability of personnel, experience, and the ability to furnish the required services. Criteria may include compensation/cost, but it shall not be the sole or predominant factor used to evaluate proposals.

Staff is seeking the Board to appoint one of its own as Chair of the auditor selection committee. Additionally, staff is proposing that the following persons be appointed to the selection committee.

- Sharon Harrell or a designee, Escambia County Clerk's Office

- Jayne Nicholas, Finance Director for Santa Rosa County
- Arthur Leary, Jr., CPA

Both women are familiar with SRIA and its financial operations, and both have the financial expertise needed to evaluate audit services proposals. Ms. Harrell and Ms. Nicholas have also indicated their willingness to serve should the Board choose to appoint them. Additionally, Mr. Leary is a CPA with the financial expertise needed to evaluate audit services proposals. He, too, has indicated a willingness to serve.

If the Board approves establishing the committee, staff will begin working with the committee to establish evaluation criteria. Once the evaluation criteria are determined by the selection committee, staff will work with legal counsel to prepare the RFP for release.

The following is a tentative timeline for the required steps:

- March 27- Authorization of audit selection committee
- April 1 to 15- A meeting or two of the audit selection committee to determine evaluation criteria
- April 20 to May 20- Finalize and format the RFP for publication
- May 24 to June 20- Post the RFP and provide to interested firms
- June 21- Deadline for submissions
- June 24 to July 12- Audit selection committee reviews submissions and holds meeting to establish a recommendation to the Board
- July 17- Publishing date for July 24 Board meeting where recommendation will be presented for Board action (bid award)
- July 25 to August 13- Contract negotiations
- August 21- Publishing date for August 28 Board meeting for final contract approval
- August 28- Contract approval

Recommendation:

Staff recommends approval to establish an auditor selection committee, to include a designated Board member, Ms. Sharon Harrell or a designee, Ms. Jayne Nicholas, and Mr. Arthur Leary to begin the process of issuing a Request for Proposals (RFP) for Auditing Services.

MARY JANE BASS

DIRECT
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ADMITTED IN FLORIDA AND GEORGIA

BEGGS & LANE RLLP
ATTORNEYS and COUNSELLORS at LAW
SINCE 1883

501 COMMENDENCIA STREET
PENSACOLA, FLORIDA 32502
PHONE (850) 432-2451
FAX (850) 469-3331

E. DIXIE BEGGS
1908 - 2001

BERT H. LANE
1917 - 1981

TO: **Santa Rosa Island Authority Board Members**

FROM: **Mary Jane Bass, SRIA Attorney** MJB

DATE: **March 19, 2024**

CC: **Leigh Davis, Executive Director, Santa Rosa Island Authority**

RE: **Attorney's Report**

I. Lease Defaults Cured / Pending

A. Residential – ACTIVE

1. Roderick N. Bennett (2023 Default for account #61706, 1706 Via de Luna Drive) - Notice letter sent by SRIA staff on December 19, 2023. Mr. Bennett contacted the SRIA staff for updated past due amount, but the overdue amount still has not been paid. SRIA staff continues to communicate with Mr. Bennett. Beggs & Lane will send a letter if leaseholder does not respond to SRIA communications.

2. Mr. and Mrs. Joseph Johnson (2023 Default for account # 41512, 807 Maldonado Drive) – CURED.

3. Timothy McEvoy (2023 Default for account #41017, 812 Maldonado Drive) - Notice letter sent by SRIA staff on February 6, 2024. SRIA staff followed up by sending an email with a copy of the default letter. Beggs and Lane sent the leaseholder a letter demanding payment within 30 days on February 28, 2024. We will also record a Notice of Default in the public records if not paid.

4. Nvstors, LLC (2024 Default for account #40403, 900 Ariola Drive) - Notice letter sent by SRIA staff on March 7, 2024. Beggs & Lane is reviewing and will send a letter if leaseholder does not respond to SRIA communications.

5. Pier One Marina Gulf Breeze, LLC (2024 Default for account #31402, 102 Ariola Drive) - Notice letter sent by SRIA staff on March 7, 2024. SRIA staff has followed up by phone. Beggs & Lane is reviewing and will send a letter if leaseholder does not respond to SRIA communications.

6. Mr. and Mrs. Jeremy Campbell (2024 Default for account #66712, 1515 Via de Luna Drive) - Notice letter sent by SRIA staff on March 7, 2024. SRIA staff has followed up by email. Beggs & Lane is reviewing and will send a letter if leaseholder does not respond to SRIA communications.

II. Litigation/Claims

A. <u>James Lee Shrewsbury v. Santa Rosa Island Authority</u>, Circuit Court in and for Escambia County, Case No. 2023 CA 001584 (NO CHANGE. CASE DISMISSED BY TRIAL COURT; PLAINTIFF'S APPEAL PENDING): Mr. Shrewsbury has filed suit against the SRIA alleging breach of contract. He is representing himself. His claims allege that the SRIA breached the terms of his leases because in his view under the original leases that were assigned to him the property was to be exempt from *ad valorem* taxes and the property is now being taxed. In other litigation related to Mr. Shrewsbury's leases, the current holder of the subject leases sued to quiet title to the leases which he acquired through tax deed sales after Mr. Shrewsbury failed to pay the assessed *ad valorem* taxes. Mr. Shrewsbury counterclaimed to set aside the tax deed sale. The Escambia County Clerk of Court and Tax Collector prevailed in motions to dismiss on the grounds that the Court lacked jurisdiction over the claims against them because Mr. Shrewsbury did not challenge the tax assessments in a timely manner. The SRIA is not a party to that separate suit, and Mr. Shrewsbury has not named any other defendants in the suit filed against the SRIA.

<u>Status:</u>* *APPEAL PENDING. A hearing on the SRIA's motion to dismiss was held on August 24, 2023. The Court granted the motion at the hearing and entered a final order in favor of the SRIA on September 8, 2023. On October 9, 2023, the Plaintiff filed a timely Notice of Appeal of the final order. The appeal will proceed with briefing and argument in the First District Court of Appeals. Upon a motion filed by Mr. Shrewsberry, the Court of Appeals granted him an extension of time until March 18, 2024, to file his initial brief. However, as of the date of this report, Mr. Shrewsbury has not served or filed a brief.

B. <u>Zimmern v. Santa Rosa Island Authority</u>, Circuit Court in and for Escambia County, Case No. 2023 CA 001933 (COURT ACTION ON ORDER TO SHOW CAUSE PENDING; HEARING SET FOR MAY 16, 2024): Tonya Zimmern is a leaseholder on the west side of Spanish Landing. At the quasi-judicial hearing held on April 26, 2023, to consider amending and restating the leases for the east side Spanish Landing leaseholders, Ms. Zimmern appeared through her attorney to oppose the east side owners' request. On May 26, 2023, Ms. Zimmern's attorney filed a timely Petition for Writ of Certiorari seeking court review of the Board's approval of the amended and restated leases for the east side leaseholders. In this process, the Circuit Court can only review the record and

determine if the Board afforded the interested parties due process, followed the essential requirements of law, and based its decision on competent, substantial evidence in the record. In this case, Ms. Zimmern argues the Board failed to afford due process because the Board did not agree to continue the hearing to another date to allow more time for her attorney to prepare.

Status: On October 19, 2023, the Court issued an Order to Show Cause on why the Petition should not be granted. The SRIA filed its response on November 9, 2023. Additionally, the east side Spanish landing leaseholders, who sought the Amended and Restated Leases at the quasi-judicial hearing, have moved to intervene in the proceedings. The unopposed motion to intervene was granted was granted on December 18, 2023. The Intervenor filed a response to the Petition on January 8, 2024, adopting the SRIA's response. On January 31, 2024, the Petitioner filed a reply to the SRIA and Intervenor responses. A hearing on the matter has been set for May 16, 2024.

III. Other Matters – February / March

A. Reviewed and worked on resolving lease defaults.
B. Advised and assisted the SRIA staff with miscellaneous lease issues, easements, and license agreements.
C. Advised and assisted SRIA staff on final policy review and revisions, contracts, and agenda items.
D. Advised and assisted SRIA staff on an elevation project.
E. Met with staff on development projects.
F. Worked with Senor Frogs' attorney and SRIA staff to finalize Consent and Recognition Agreement.
G. Worked with staff on recruitment process for new Executive Director.

IV. Fees and Costs

A summary of fees and costs incurred for work performed by Beggs & Lane during the month of February 2024 is attached.

Please let me know if you have any questions.

Santa Rosa Island Authority
Summary of Beggs and Lane's Fees and Costs
February 1, 2024 - February 29, 2024
FY 2024

Matter Descripton	Feb 2024 Hours	Feb 2024 Fees	Feb 2024 Costs	Feb 2024 Totals	FY 2024 Totals Oct 1, 2023 - Feb 29, 2024
SRIA Meetings - Retainer	2.50	$1,100.00	$0.00	$1,100.00	$5,500.00
SRIA General Legal Matters	27.40	$8,494.00	$0.00	$8,494.00	$36,448.00
Vinitskul, Nowell v. Escambia County and SRIA	0.00	$0.00	$0.00	$0.00	$1,035.50
Review of Consent and Recognition Agreement Sr. Frog's	1.00	$310.00	$0.00	$310.00	$558.00
Shrewsbury v. SRIA	0.00	$0.00	$0.00	$0.00	$307.00
Zimmern v. SRIA	4.10	$1,218.50	$0.00	$1,218.50	$10,889.50
Timothy McEvoy - Lease Default Collection #41017	1.60	$192.00	$7.60	$199.60	$199.60
Combined Lease Defaults - Casa Pileta #41015; Cool Water Beach #52815; S. Johnston #61208; K. Haueisen #70126	0.00	$0.00	$0.00	$0.00	$1,484.56
TOTALS	**36.6**	**$11,314.50**	**$7.60**	**$11,322.10**	**$56,422.16**

REGULAR BOARD MEETING
MARCH 27, 2024

DIRECTOR OF DEVELOPMENT AND ENVIRONMENTAL SERVICES MONTHLY REPORT

**** Information regarding general development projects:**

- The contractor is continuing exterior and interior renovation work at Señor Frogs. Staff approved a temporary "coming soon" banner on lease property.

**** Information regarding ongoing large commercial/utility/infrastructure projects:**

- Casino Beach Fishing Pier repairs include replacing signage, electrical and lighting, water line, entrance gate, replacement of railing, blow-out deck panels and minor concrete work. The entire pier is closed for the duration of the project. Currently the project is at 65.77% completion. (100 days project). The County has approved an additional 11 weather days, as per the contract. Expected completion is late April.
- ECUA's contractor is finalizing the installation of the water redundant system across Bob Sikes Bridge project. Forecasted project completion is late April.

**** Information about continuous services:**

- Development Services staff continue to assist leasehold property owners, conduct multiple on-site visits, address regulatory issues, concerns, and violations.
- Review and approve applications for residential and commercial projects within the SRIA jurisdiction.
- Several new SFR residential construction projects are wrapping up and nearing completion throughout the Island, and staff are continuing to monitor their progress.

**** Approved Residential New SFR Construction Projects to Report****

- 1402 Ariola Drive
- 1412 Ariola Drive

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

W. Jeff Huggins, PE
449 West Main St.
Pensacola, Florida 32502
Phone: 850.438.9661

Santa Rosa Island Authority

Engineer's Report
March 27, 2024

Projects	Budget	Funding Source	Schedule
Quietwater Boardwalk Restrooms	$106,525 (e)	SRIA	On Hold
Baby Beach Nourishment/Storm	$ 44,930 (e)	SRIA	Constr. Complete
Baby Beach Debris Removal	$ 91,480 (e)	SRIA	Constr. Complete
Quietwater Boardwalk Survey	$ 31,360 (e)	SRIA	Survey Complete
Lafitte Cove Private Aids to Nav.	$ 26,270(e)	SRIA	In Permitting
SRIA Vertical Datum Updates.	$ 30,063(e)	SRIA	In Permitting

Narratives

Quietwater Boardwalk Restroom Improvements

Design is on hold at 90% until FEMA approves the new flood maps for Escambia County.

Baby Beach Nourishment and Stormwater Improvements Project

Construction is substantially complete. Final inspection(s), As-Built Surveys, and permit closeout procedures are underway.

Baby Beach Debris Removal

Construction is substantially complete. Final inspection(s), As-Built Surveys, and permit closeout procedures are underway.

Quietwater Boardwalk Boundary Survey

Draft documents have been provided to SRIA staff for review and comment.

Lafitte Cove Private Aids to Navigation

Permit documents have been signed and are ready for submittal to the USACE and FDEP for review.

SRIA Vertical Datum Updates

The Santa Rosa Island Authority maintains vertical control points on Santa Rosa Island for development control on Pensacola Beach. The vertical control points are 4"x4" concrete monuments with brass disks used as benchmarks for construction projects, elevation certificates, and other situations where accurate vertical datum points are necessary. The 33 benchmarks were last checked and verified, or replaced, in January of 2012.

W. Jeff Huggins, PE
449 West Main St.
Pensacola, Florida 32502
Phone: 850.438.9661

The SRIA has executed a Task Order for BDI to evaluate the horizontal and vertical accuracy of the benchmarks and to replace damaged or missing markers.

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

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