

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

**WEDNESDAY, JULY 13, 2016
EXECUTIVE MEETING, 6:30 P.M.
COUNCIL CHAMBERS**

1. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

Pinning Ceremony for Sergeant Robert Taveirne and Sergeant Tom Roberson in recognition of their promotion to the rank of Sergeant

Swearing in of Police Officer Blaine Weiers

3. ACTION AGENDA ITEMS

- A. Approval of a Special Events Application for "Prayer Walk for Our City" on September 11, 2016
- B. Adoption of Resolution 16-16 approving a Plan of Finance for Tuscan Gardens of Palm Coast and authorizing issuance of not to exceed \$45,000,000 in Capital Trust Agency Bonds and authorizing the Mayor to execute Amendment No. 69 to Interlocal Agreement
- C. Adoption of Resolution 17-16 approving a Plan of Finance for The Colonnade of Estero Project and authorizing issuance of not to exceed \$20,000,000 in Capital Trust Agency Bonds and authorizing the Mayor to execute Amendment No. 67 to Interlocal Agreement
- D. Adoption of Resolution 18-16 approving a Plan of Finance for The Beach House Assisted Living and Memory Care at Wiregrass Ranch and authorizing issuance of not to exceed \$25,000,000 in Capital Trust Agency Bonds and authorizing the Mayor to execute Amendment No. 70 to Interlocal Agreement
- E. Authorization to prepare two resolutions authorizing the transfer of certain property to Florida Department of Transportation regarding the Pensacola Bay Bridge
- F. Approval of Stormwater Task Force recommendation for engineering services to prepare a drainage study and MSBU assessment for McClure/Shirley and Plantation Hill areas
- G. Approval of the distribution of \$46,888 of Federal Fiscal Year 2016 Edward Byrne Memorial JAG program for the Santa Rosa Countywide Task Force program and authorizing the Mayor to sign a letter approving the distribution
- H. Rejection of all proposals received in response to the Request for Proposal for demolition of 1198 Gulf Breeze Parkway
- I. Directing staff to prepare an ordinance amending Chapter 26, Article I, Section 26-2 of the City's Land Development Code by adding a section regarding Baybridge Subdivision

Executive Meeting Agenda

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J. Consideration of Board vacancies

4. NEW ITEMS
5. INFORMATION ITEMS
6. PUBLIC FORUM
7. ADJOURNMENT

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

July 6, 2016

To: Edwin Eddy, City Manager

From:  Robert Randle, Chief

Re: Sergeant Promotions

I would like to congratulate officers Robert Taveirne and Tom Roberson on their promotion to the rank of Sergeant. I would like to officially "Pin" the Sergeants at the beginning of the City Council meeting on Wednesday, July 13, 2016. Both officers have been employed with the PD for a number of years and they will be great assets as supervisors.





City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

To: Edwin Eddy, City Manager

From: Sharon Armstrong, Acting Deputy Chief *SA*

Ref: Special Event Application

Date: July 6, 2016

Midgie Schluter has submitted a special event application for a 'Prayer Walk for our City.' This event will be held on Sunday, September 11, 2016 and begin at 2:00pm and should end by 4:00pm. The route will begin at Wayside Park, boat launch side. The procession will continue on the sidewalk, cross on the overpass, and end at the GBHS Football Stadium. Mrs. Schulter has procured shuttle buses to transport participants to the boat launch.

As this is a first time event, the number of participants is unknown. However, as the main travel path will be on the sidewalk, no delay in traffic is expected. On duty officers will be utilized for this event.

In order to make this event possible, it is necessary to have a community sponsor. This will involve the city providing the necessary insurance through the league of Cities. The city has done so with the Quentin Cooper 5k. There is no specific added cost for the event insurance.

RECOMMENDATION: That the City Council officially serve as sponsor of the Prayer Walk for our City and approve the special event permit for this event.





Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Office 850-934-5121
Fax 850-934-5127**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

City of Gulf Breeze Special Event

Packet Includes:

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

**The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561**

At least (30) days prior to the special event

Midie Schuster
Applicant's Signature

5/24/16
Date



Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

City of Gulf Breeze

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide the following information at least 30 days prior to the Special Event:

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.
- (h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Midge Schuler 5/24/16
Applicant's Signature Date

[Signature] 7-6-16
Police Department's Approval Date

APPLICATION TO CONDUCT SPECIAL EVENT ON
CITY PROPERTY OR RIGHT-OF-WAY

May 24, 2016
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name _____
Address _____

2. PERSON REQUESTING PERMIT:

Name MIDGIE SCHLUTER
Address 485 DEER POINT DR.
Phone 850-232-5406

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name MIDGIE SCHLUTER
Address 485 DEER POINT DR
Phone 850-232-5406

4. DATE, HOURS AND LOCATION OF EVENT:

9/11/16, SUNDAY, 2pm - 4pm

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: A REVERENT WALK OF A COMMUNITY OF BELIEVERS FROM BOAT LAUNCH (FOOT OF 3 MI BRIDGE) DOWN SIDEWALK ON 78 TO PEDESTRIAN OVERPASS TO GBHS FOOTBALL FIELD. I DON'T KNOW THE NUMBERS OF ATTENDANCE & IT IS NOT A FUND RAISER

Midgie Schluter 15/24/16
Applicant's Signature/Date

[Signature] 7-6-16
Police Department's Approval/Date

City Manager's Approval/Date

PRAYER WALK FOR OUR CITY

SEPT. 11, 2016 AT 2PM

A PRAYER WALK FOR OUR CITY & NATION TO BEGIN AT THE FOOT OF THE BRIDGE AT THE BOAT LAUNCH & WALK TO THE GBHS FOOTBALL FIELD. THERE, WE WILL BREAK UP IN SMALL GROUPS TO PRAY FOR OUR CITY & NATION. I DON'T KNOW HOW MANY PEOPLE WILL PARTICIPATE, BUT I HAVE RECEIVED POSITIVE FEEDBACK FROM AREA CHURCHES.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : July 7, 2016

Subject: Resolution 16-16, Approving a Plan of Finance for the Tuscan Gardens of Palm Coast Properties, LLC and the Issuance of Not Exceeding \$45,000,000 in Capital Trust Agency Bonds

The Capital Trust Agency Board adopted a Resolution approving a preliminary financing plan for a project in Palm Coast, Florida, to be known as Tuscan Gardens of Palm Coast Senior Housing Project. Subject to final review, the CTABoard is prepared to consider a final Resolution which will authorize the issuance of not to exceed \$45,000,000 in CTA bonds to finance the project.

The project involves the acquisition and construction of an approximately 108 assisted living units and approximately 44 memory care units. The project will stand on its own and require no financial obligation on the part of CTA or the City.

Resolution No. 16-16, if adopted, approves the TEFRA Hearing report which is attached, approves the plan of finance, and approves the latest amendment to the Interlocal Agreement between the City and the Town of Century. (The TEFRA hearing is scheduled for July 18, 2016, at 10:00 a.m., which take place before final adoption of Resolution 16-16 at the July 18, 2016, Regular meeting.) These actions are necessary prior to consideration of the final Resolution by the CTA Board. A summary of this project prepared by City Attorney Michael Stebbins for the Town of Century is attached for your information.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 16-16 APPROVING A PLAN OF FINANCE FOR THE TUSCAN GARDENS OF PALM COAST PROPERTIES, LLC, SENIOR LIVING FACILITY IN PALM COAST, FLORIDA, AND AUTHORIZING ISSUANCE OF NOT TO EXCEED \$45,000,000 IN CTA BONDS.



504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501
850-434-9922
FACSIMILE: 850-432-2028

July 7, 2016

VIA FEDEX
#8670 9153 5760

Mayor Freddie W. McCall,
Town of Century
7995 North Century Boulevard
Century, Florida 32535

Ann C. Brooks
9302 North Century Boulevard
Century, Florida 32535

Sandra M. Jackson
124 Maple Street
Century, Florida 32535

Benjamin D. Boutwell, President
Town of Century
P.O. Box 790
Century, Florida 32525

Annie Savage
170 Henry Street
Century, Florida 32535

Gary Riley
7100 Roberts Road
Century, Florida 32535

RE: Town of Century - Approval of Bond Issuances for:

1. Tuscan Gardens of Palm Coast Senior Housing Project
2. The Colonnade of Estero Senior Living Facility
3. Beach House Assisted Living and Memory Care at Wiregrass Ranch

Dear Mayor McCall and Members of the Town Council:

I am writing to you in regard to the above bond issuance for which Capital Trust Agency seeks your approval.

Please recall that pursuant to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze, no bonds can be issued by Capital Trust Agency unless it first obtains approval from both the Century Town Council and the Gulf Breeze City Council. The proposed financing is discussed below.

Mayor Freddie W. McCall
Benjamin D. Boutwell, President
Ann C. Brooks
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General Matters

As with all bond issues by CTA, it is contemplated that for the financing discussed in this letter neither the Town of Century nor the City of Gulf Breeze will be responsible for repaying the bonds. Each of the bonds will expressly state that neither the Town nor the City will be liable to pay the principal or interest on the bonds, rather CTA's obligations to repay the bonds will be limited to the assets in the respective trust estates for each transaction. The security for the bonds will be a pledge of revenues realized by the borrowers as well as a security interest in the property and improvements for which the loan proceeds would be utilized to acquire, construct, improve, etc.

Because of the Town's participation in the creation of Capital Trust Agency, it was contemplated that the Town of Century would receive a fee upon closing of the financing discussed herein. For this financing, CTA proposes to utilize the same fee schedule that has been approved by the Town of Century in previous financing. Specifically, the Town of Century will be paid a fee equal to \$350.00 per \$1,000,000.00 of principal amount of bond issuance, subject to a minimum fee of \$2,500.00.

Tuscan Gardens of Palm Coast Senior Housing Project (Century Resolution No. 12-16; Amendment No. 69 to Interlocal Agreement)

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping of and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior living facility in Palm Coast, Flagler County, Florida.

The Project. Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company intends to develop a senior living facility comprised of assisted living units and assisted living units providing memory care services for the elderly to be known as Tuscan Gardens of Palm Coast Senior Housing Project, located at on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive in the City of, Palm Coast, Flagler County, Florida 32137 (Palm Coast Development").

At this juncture, the Palm Coast Development will contain a total of approximately 152 senior living units comprised of approximately 108 assisted living units and approximately 44 assisted living units providing memory care services. The assisted living units will average in size

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from 451 square feet to 873 square feet. The memory care units will average in size from 306 square feet to 453 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, the Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company will be the sponsor and borrower for the Palm Coast Development. Tuscan Gardens has worked with CTA previously with their Venetia Springs project in Venice, Florida, which closed in May 2015. The sponsor is proposing to use CORE Construction for the construction of the project and Life Care Services to manage the project.

According to its application for financing, Tuscan Gardens of Palm Coast Properties, LLC is managed by Laurence J. Pino, Charles C. Smith, Christopher P. Young and Sean S. Casterline, all of whom have extensive business and real estate development experience. Mr. Young, in particular, has been involved in the development and financing of senior living communities and has been involved in the financing and development of four other senior living communities in Florida including the previously mentioned Venetia Springs project in Venice, Florida.

CORE Construction was founded in 1937 and has grown to 14 locations across the U.S., supported by over 1,200 employees and has been involved in the construction of ten senior living communities throughout the State of Florida, including the Fountains of Hope Senior Living Community, which was a CTA project that closed in November 2014.

Life Care Services, the manager of the Palm Coast Development, is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a

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public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The borrower and CTA request that you approve the authorization of \$45,000,000 of CTA bonds and loaning the proceeds thereof to the borrower for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 12-16, to which a proposed "Amendment No. 69 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$45,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$15,750.

Colonnade of Estero Senior Living Facility

(Century Resolution No. 13-16; Amendment No. 67 to Interlocal Agreement)

CTA is requesting your approval for a bond anticipation note(s) to finance or refinance, including through reimbursement, if applicable, pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs relating to the financing of the acquisition, construction, development, furnishing and equipping of a senior living facility in the Village of Estero in Lee County, Florida.

The Project. VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida and a subordinate affiliate of Volunteers of America National Services, a not for profit corporation of the State of Minnesota ("Volunteers of America") intends to develop, own and operate a senior living facility comprised of independent living units, assisted living units, assisted living units providing memory care services and skilled nursing units for the elderly to be known as The Colonnade of Estero, located at 9201 and 9301 Corkscrew Road, Village of Estero, Lee County, Florida ("Colonnade Development").

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At this juncture, The Colonnade Development will contain a total of approximately 232 senior living units comprised of approximately 139 independent living units, 60 assisted living units and 32 assisted living units providing memory care services as well as 64 skilled nursing units. The independent living units will average in size from 742 square feet to 1,251 square feet. The assisted living units will average in size from 478 square feet to 830 square feet. The memory care units will average in size from 335 square feet to 379 square feet. The skilled nursing units will have a size of approximately 341 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, VOANS SW Florida Healthcare, Inc. will develop, own and operate the Colonnade Development with the support and backing of Volunteers of American.

Volunteers of America, a faith-based organization, has grown into one of the largest and most effective nonprofit housing organizations in the nation since its inception in 1896. In its 2015 ranking, Affordable Housing Finance Magazine ranked Volunteers of America as the largest nonprofit affordable housing owner in the country in terms of total units owned. Volunteers of America is also a national leader in providing care and housing for seniors being one of the largest nonprofit providers of affordable senior housing and a leading nonprofit provider of skilled nursing care and assisted living for seniors.

Volunteers of America's affordable housing facilities now include 484 properties in 40 states and Puerto Rico with 19,426 affordable housing units, which accommodate more than 25,000 people each year.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the

Mayor Freddie W. McCall
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economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The financing application reflects a two-step process for the bond issuance. Step one would be the issuance of no more than \$20,000,000.00 of Bond Anticipation Notes, which would be used to acquire the land for the Colonnade Development and fund the preconstruction architectural, engineering and marketing efforts. Step two would be for the issuance of no more than \$150,000,000.00 in bonds sometime in the third or fourth quarter of 2017 to redeem the Bond Anticipation Notes and provide funding for the actual construction of the Colonnade Development and funding for the initial working capital requirements. Only step one is before the Century Town Council for approval

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for the Colonnade of Estero Senior Living Facility, it will be necessary that you adopt Resolution No. 13-16, to which a proposed "Amendment No. 67 to the Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$20,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$7,000.00.

Beach House Assisted Living and Memory Care at Wiregrass Ranch
(Century Resolution No. 14-16; Amendment No. 70 to Interlocal Agreement)

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior assisted living facility in Wesley Chapel, Pasco County, Florida.

The Project. PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, intends to develop, own and manage a 100-unit facility comprised of assisted living units and assisted living units providing memory care services for the elderly, sick, injured, infirmed, impaired, disabled or handicapped to be known as the Beach House Assisted Living and Memory Care at Wiregrass Ranch located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida, which is just north of Tampa, Florida. ("Beach House Development").

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At this juncture, the Beach House Development will contain a total of approximately 100 units comprised of approximately 67 assisted living units and approximately 33 assisted living units providing memory care services. The standard assisted living units will average in size from 430 square feet to 852 square feet. The memory care units will be approximately 325 square feet in size.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, will be the sponsor and borrower for the Beach House Development, which will be managed by Life Care Services.

PSL is short for Prevarian Senior Living, which is a national real estate development and investment firm from Texas dedicated to the creation of outstanding communities that provide a safe, comfortable living environment for seniors. Prevarian currently owns and operates assisted living communities in Texas, Florida, Oklahoma and Arizona. The two facilities already in operation in Florida are located in Naples and Jacksonville.

Life Care Services, as mentioned earlier in this letter will manage the Palm Coast Development as well as the Beach House Development and is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159, Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

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The Bonds. The financing application reflects an estimated loan amount of \$19,000,000.00. Nevertheless, the developer and CTA request that you approve the authorization of \$25,000,000.00 of CTA bonds and loaning the proceeds thereof to the developer for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 14-16, to which a proposed "Amendment No. 70 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$25,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$8,750.00. However, if only \$19,000,000.00 of bonds are issued, as is more likely, the fee schedule contemplates a fee of \$6,650.00.

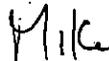
Conclusion

Capital Trust Agency appreciates your consideration of this matter at your meeting on Monday, July 11, 2016. I will be present at your meeting to discuss this matter and answer any questions you may have.

Please call me if you have any questions regarding this matter.

Sincerely,

MICHAEL J. STEBBINS, P.L.



Michael J. Stebbins
For the Firm

MJS

Enclosures

cc: Leslie Gonzalez, Town Clerk (via email w/ encl.)
Stephanie Lucas, Town Clerk (via email w/encl.)
Ed M. Gray, III Capital Trust Agency, Executive Director (via email w/ encl.)
Edwin A. Eddy, Gulf Breeze City Manager (via email w/ encl.)
Kareem J. Spratling, Esq., Special Review Counsel (via email w/encl.)

RESOLUTION 16-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE IN ORDER TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, INSTALLATION AND EQUIPPING OF THE HEREIN DESCRIBED SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING \$45,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH SENIOR LIVING FACILITY; APPROVAL OF A HEREIN DESCRIBED AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE CAPITAL TRUST AGENCY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 68 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing and refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on May 3, 2016, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purposes, among other things, of financing or refinancing, including through reimbursement, the acquisition, construction, development, installation and equipping of a senior living facility, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto, which, by this reference thereto, is incorporated herein, to provide assisted living and memory support services for the elderly (collectively, the "Senior Living Facility"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of not exceeding \$45,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing

herein authorized), to finance the Senior Living Facility on behalf of Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company, or one or more of its affiliates, as described on the attached Schedule "I," whose principal place of business is 189 South Orange Avenue, Suite 1650, Orlando, Florida 32801 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"), such Senior Living Facility to be managed initially by Life Care Services, LLC, an Iowa limited liability company; and

WHEREAS, the proposed Senior Living Facility is appropriate to the needs and circumstances of the community in which it will be located and will serve a public purpose by (i) providing gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State, (iii) providing safe, decent and accessible housing facilities for the elderly, and (iv) advancing the economic prosperity and the general welfare of the State and its people; and

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing of the Senior Living Facility and to facilitate and encourage the planning and development of such Senior Living Facility without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Gulf Breeze News* on June 30, 2016, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on July 18, 2016; and

WHEREAS, the City Manager has conducted the public hearing on behalf of the City Council and provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and to grant all approvals required or contemplated by Section 147(f) of the Code, to express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and to grant all other approvals required by the Enabling Agreement, as amended and the Original Resolution in connection with the issuance and sale of the Bonds;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on June 30, 2016, in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing, including through reimbursement, of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 69 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance which includes (i) the issuance by the Agency of not exceeding \$45,000,000 aggregate principal amount of revenue bonds for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution and (ii) the issuance by the Agency of either taxable or tax-exempt , or both, bonds in an amount not exceeding \$45,000,000 for all purposes under Section 147(f) of the Code.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 18th day of July, 2016.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

EXHIBIT "A" TO RESOLUTION

**REPORT OF HEARING OFFICER
TUSCAN GARDENS OF PALM COAST PROPERTIES, LLC**

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on July 18, 2016, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, *et seq.*, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding \$45,000,000 revenue bonds (the "Bonds") on behalf of Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company, or one or more of its affiliates, and whose principal place of business is 189 South Orange Avenue, Suite 1650, Orlando, Florida 32801 (as applicable, the "Borrower"). The proceeds of the Bonds will be loaned to the Borrower for financing or refinancing, including through reimbursement, the acquisition, construction, development, installation and equipping of a senior living facility, including related facilities, fixtures, furnishings and equipment and comprised of approximately 108 assisted living units and approximately 44 memory care units to be known as Tuscan Gardens of Palm Coast Senior Housing Project and to be located on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive, in Palm Coast, Florida (the "Senior Living Facility"), as more fully described in Exhibit "A" hereto (collectively, the "Senior Living Facility").

The public hearing was duly advertised in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City, on June 30, 2016. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Senior Living Facility. Information about the proposed Bonds, the location of the Senior Living Facility, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

No interested party was in attendance at the public hearing. Minutes of the Council Meeting, including the public hearing, will be kept on file with the City Clerk as referenced in Exhibit "C" hereto. The undersigned then concluded the hearing.

Respectfully submitted,

By: _____
Edwin Eddy, City Manager
City of Gulf Breeze, Florida

**EXHIBIT "A" TO REPORT OF HEARING OFFICER
TUSCAN GARDENS OF PALM COAST PROPERTIES, LLC**

The Senior Living Facility consists of the acquisition, construction, development, installation and equipping of a senior living facility, including related facilities, fixtures, furnishings and equipment and comprised of approximately 108 assisted living units and approximately 44 memory care units to be known as Tuscan Gardens of Palm Coast Senior Housing Project and to be located on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive, in Palm Coast, Florida.

**EXHIBIT "B" TO REPORT OF HEARING OFFICER
TUSCAN GARDENS OF PALM COAST PROPERTIES, LLC**

PROOF OF PUBLICATION

[FOLLOWS]

**EXHIBIT "C" TO REPORT OF HEARING OFFICER
TUSCAN GARDENS OF PALM COAST PROPERTIES, LLC**

**MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK**

EXHIBIT "B" TO RESOLUTION
AMENDMENT NO. 69
OF THE ENABLING AGREEMENT

This **AMENDMENT NO. 69 TO INTERLOCAL AGREEMENT** (this "Amendment No. 69") is made and entered into as of the 18th day of July, 2016, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 68 (collectively, the "Enabling Agreement"), the Parties hereto have heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it is engaged in, among other things, the acquiring, constructing, developing, installing and equipping of senior living facilities; and

WHEREAS, on May 3, 2016, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$45,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing or refinancing, including through reimbursement, the acquisition, construction, development, installation and equipping of a senior living facility, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described in **Schedule I** attached hereto, which, by this reference thereto, is incorporated herein, to provide assisted living and memory support services for the elderly (collectively, the "Senior Living Facility"); and

WHEREAS, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a sponsor, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 69 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing, including through reimbursement, for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 69 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

SECTION 2. BONDS, PROGRAM, PLAN OF FINANCE APPROVED.

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$45,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Senior Living Facility). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Senior Living Facility through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, a sponsor, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR CENTURY.

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower, the sum specified on Schedule II attached hereto, which, by this reference thereto, is incorporated herein.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 69 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 69, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 69, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

This Amendment shall take effect when duly executed by the Parties and filed in accordance with law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 69 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 69 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 69 to Interlocal Agreement]

SCHEDULE I

Project Description

The Senior Living Facility consists of the acquisition, construction, development, installation and equipping of a senior living facility, including related facilities, fixtures, furnishings and equipment and comprised of approximately 108 assisted living units and approximately 44 memory care units to be known as Tuscan Gardens of Palm Coast Senior Housing Project and to be located on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive, in Palm Coast, Florida.

SCHEDULE II

Payment to Century

\$350.00 per million principal amount of each issue, upon issuance thereof, but not less than \$2,500.00.

SCHEDULE "I" TO RESOLUTION

The Senior Living Facility consists of the acquisition, construction, development, installation and equipping of a senior living facility, including related facilities, fixtures, furnishings and equipment and comprised of approximately 108 assisted living units and approximately 44 memory care units to be known as Tuscan Gardens of Palm Coast Senior Housing Project and to be located on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive, in Palm Coast, Florida.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : July 7, 2016

Subject: Resolution 17-16, Approving a Plan of Finance for The Colonnade of Estero Project and the Issuance of Not to Exceed \$20,000,000 in Capital Trust Agency Bonds

The Capital Trust Agency Board adopted a Resolution approving a preliminary financing plan for a preliminary project in Lee County, Florida, to be known as The Colonnade of Estero. Subject to final review, the CTA Board is prepared to consider a final Resolution which will authorize the issuance of not to exceed \$20,000,000 in CTA bonds to finance the project.

The project involves the pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs relating to the acquisition and construction of a senior living facility. At this juncture, the Colonnade development will contain approximately 232 senior living units comprised of approximately 139 independent living units, 60 assisted living units, and 32 assisted living units providing memory care services as well as 64 skilled nursing units. VOANS SW Florida Healthcare will develop, own, and operate the Colonnade Development with support and backing of Volunteers of America. The project will stand on its own and require no financial obligation on the part of CTA or the City.

The financing application reflects a two-step process for the bond issuance. Step one would be the issuance of no more than \$20,000,000 of Bond Anticipation Notes, which would be used to acquire the land for the Colonnade Development and fund the preconstruction architectural, engineering and market efforts. Step Two would be for the issuance of no more than \$150,000,000 in bonds sometime in the third or fourth quarter of 2017 to redeem the Bond Anticipation Notes and provide funding for the actual construction of the Colonnade Development and funding for the initial working capital requirements. At this time, the Council is considering approval of Step One.

Resolution No. 17-16, if adopted, approves the TEFRA Hearing report which is attached, approves the plan of finance, and approves the latest amendment to the Interlocal Agreement between the City and the Town of Century. (The TEFRA hearing is scheduled for July 18, 2016, at 10:00 a.m., which take place before final adoption of Resolution 17-16 at the July 18, 2016, Regular meeting.) These actions are necessary prior to consideration of the final Resolution by the CTA Board. A summary of this project prepared by City Attorney Michael Stebbins for the Town of Century is attached for your information.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 17-16 APPROVING A PLAN OF FINANCE FOR THE COLONNADE OF ESTERO SENIOR LIVING FACILITY IN LEE COUNTY, FLORIDA, AND AUTHORIZING ISSUANCE OF NOT TO EXCEED \$20,000,000 IN CTA BONDS.



504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501
850-434-9922
FACSIMILE: 850-432-2028

July 7, 2016

VIA FEDEX
#8670 9153 5760

Mayor Freddie W. McCall,
Town of Century
7995 North Century Boulevard
Century, Florida 32535

Ann C. Brooks
9302 North Century Boulevard
Century, Florida 32535

Sandra M. Jackson
124 Maple Street
Century, Florida 32535

Benjamin D. Boutwell, President
Town of Century
P.O. Box 790
Century, Florida 32525

Annie Savage
170 Henry Street
Century, Florida 32535

Gary Riley
7100 Roberts Road
Century, Florida 32535

RE: Town of Century - Approval of Bond Issuances for:

1. Tuscan Gardens of Palm Coast Senior Housing Project
2. The Colonnade of Estero Senior Living Facility
3. Beach House Assisted Living and Memory Care at Wiregrass Ranch

Dear Mayor McCall and Members of the Town Council:

I am writing to you in regard to the above bond issuance for which Capital Trust Agency seeks your approval.

Please recall that pursuant to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze, no bonds can be issued by Capital Trust Agency unless it first obtains approval from both the Century Town Council and the Gulf Breeze City Council. The proposed financing is discussed below.

Mayor Freddie W. McCall
Benjamin D. Boutwell, President
Ann C. Brooks
Sandra M. Jackson
Annie Savage
Gary Riley
July 7, 2016
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General Matters

As with all bond issues by CTA, it is contemplated that for the financing discussed in this letter neither the Town of Century nor the City of Gulf Breeze will be responsible for repaying the bonds. Each of the bonds will expressly state that neither the Town nor the City will be liable to pay the principal or interest on the bonds, rather CTA's obligations to repay the bonds will be limited to the assets in the respective trust estates for each transaction. The security for the bonds will be a pledge of revenues realized by the borrowers as well as a security interest in the property and improvements for which the loan proceeds would be utilized to acquire, construct, improve, etc.

Because of the Town's participation in the creation of Capital Trust Agency, it was contemplated that the Town of Century would receive a fee upon closing of the financing discussed herein. For this financing, CTA proposes to utilize the same fee schedule that has been approved by the Town of Century in previous financing. Specifically, the Town of Century will be paid a fee equal to \$350.00 per \$1,000,000.00 of principal amount of bond issuance, subject to a minimum fee of \$2,500.00.

Tuscan Gardens of Palm Coast Senior Housing Project *(Century Resolution No. 12-16; Amendment No. 69 to Interlocal Agreement)*

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping of and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior living facility in Palm Coast, Flagler County, Florida.

The Project. Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company intends to develop a senior living facility comprised of assisted living units and assisted living units providing memory care services for the elderly to be known as Tuscan Gardens of Palm Coast Senior Housing Project, located at on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive in the City of, Palm Coast, Flagler County, Florida 32137 (Palm Coast Development?).

At this juncture, the Palm Coast Development will contain a total of approximately 152 senior living units comprised of approximately 108 assisted living units and approximately 44 assisted living units providing memory care services. The assisted living units will average in size

Mayor Freddie W. McCall
Benjamin D. Boutwell, President
Ann C. Brooks
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Gary Riley
July 7, 2016
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from 451 square feet to 873 square feet. The memory care units will average in size from 306 square feet to 453 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, the Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company will be the sponsor and borrower for the Palm Coast Development. Tuscan Gardens has worked with CTA previously with their Venetia Springs project in Venice, Florida, which closed in May 2015. The sponsor is proposing to use CORE Construction for the construction of the project and Life Care Services to manage the project.

According to its application for financing, Tuscan Gardens of Palm Coast Properties, LLC is managed by Laurence J. Pino, Charles C. Smith, Christopher P. Young and Sean S. Casterline, all of whom have extensive business and real estate development experience. Mr. Young, in particular, has been involved in the development and financing of senior living communities and has been involved in the financing and development of four other senior living communities in Florida including the previously mentioned Venetia Springs project in Venice, Florida.

CORE Construction was founded in 1937 and has grown to 14 locations across the U.S., supported by over 1,200 employees and has been involved in the construction of ten senior living communities throughout the State of Florida, including the Fountains of Hope Senior Living Community, which was a CTA project that closed in November 2014.

Life Care Services, the manager of the Palm Coast Development, is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a

Mayor Freddie W. McCall
Benjamin D. Boutwell, President
Ann C. Brooks
Sandra M. Jackson
Annie Savage
Gary Riley
July 7, 2016
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public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The borrower and CTA request that you approve the authorization of \$45,000,000 of CTA bonds and loaning the proceeds thereof to the borrower for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 12-16, to which a proposed "Amendment No. 69 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$45,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$15,750.

Colonnade of Estero Senior Living Facility

(Century Resolution No. 13-16; Amendment No. 67 to Interlocal Agreement)

CTA is requesting your approval for a bond anticipation note(s) to finance or refinance, including through reimbursement, if applicable, pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs relating to the financing of the acquisition, construction, development, furnishing and equipping of a senior living facility in the Village of Estero in Lee County, Florida.

The Project. VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida and a subordinate affiliate of Volunteers of America National Services, a not for profit corporation of the State of Minnesota ("Volunteers of America") intends to develop, own and operate a senior living facility comprised of independent living units, assisted living units, assisted living units providing memory care services and skilled nursing units for the elderly to be known as The Colonnade of Estero, located at 9201 and 9301 Corkscrew Road, Village of Estero, Lee County, Florida ("Colonnade Development").

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At this juncture, The Colonnade Development will contain a total of approximately 232 senior living units comprised of approximately 139 independent living units, 60 assisted living units and 32 assisted living units providing memory care services as well as 64 skilled nursing units. The independent living units will average in size from 742 square feet to 1,251 square feet. The assisted living units will average in size from 478 square feet to 830 square feet. The memory care units will average in size from 335 square feet to 379 square feet. The skilled nursing units will have a size of approximately 341 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, VOANS SW Florida Healthcare, Inc. will develop, own and operate the Colonnade Development with the support and backing of Volunteers of American.

Volunteers of America, a faith-based organization, has grown into one of the largest and most effective nonprofit housing organizations in the nation since its inception in 1896. In its 2015 ranking, Affordable Housing Finance Magazine ranked Volunteers of America as the largest nonprofit affordable housing owner in the country in terms of total units owned. Volunteers of America is also a national leader in providing care and housing for seniors being one of the largest nonprofit providers of affordable senior housing and a leading nonprofit provider of skilled nursing care and assisted living for seniors.

Volunteers of America's affordable housing facilities now include 484 properties in 40 states and Puerto Rico with 19,426 affordable housing units, which accommodate more than 25,000 people each year.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the

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economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The financing application reflects a two-step process for the bond issuance. Step one would be the issuance of no more than \$20,000,000.00 of Bond Anticipation Notes, which would be used to acquire the land for the Colonnade Development and fund the preconstruction architectural, engineering and marketing efforts. Step two would be for the issuance of no more than \$150,000,000.00 in bonds sometime in the third or fourth quarter of 2017 to redeem the Bond Anticipation Notes and provide funding for the actual construction of the Colonnade Development and funding for the initial working capital requirements. Only step one is before the Century Town Council for approval

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for the Colonnade of Estero Senior Living Facility, it will be necessary that you adopt Resolution No. 13-16, to which a proposed "Amendment No. 67 to the Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$20,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$7,000.00.

Beach House Assisted Living and Memory Care at Wiregrass Ranch
(Century Resolution No. 14-16; Amendment No. 70 to Interlocal Agreement)

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior assisted living facility in Wesley Chapel, Pasco County, Florida.

The Project. PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, intends to develop, own and manage a 100-unit facility comprised of assisted living units and assisted living units providing memory care services for the elderly, sick, injured, infirmed, impaired, disabled or handicapped to be known as the Beach House Assisted Living and Memory Care at Wiregrass Ranch located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida, which is just north of Tampa, Florida. ("Beach House Development").

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At this juncture, the Beach House Development will contain a total of approximately 100 units comprised of approximately 67 assisted living units and approximately 33 assisted living units providing memory care services. The standard assisted living units will average in size from 430 square feet to 852 square feet. The memory care units will be approximately 325 square feet in size.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, will be the sponsor and borrower for the Beach House Development, which will be managed by Life Care Services.

PSL is short for Prevarian Senior Living, which is a national real estate development and investment firm from Texas dedicated to the creation of outstanding communities that provide a safe, comfortable living environment for seniors. Prevarian currently owns and operates assisted living communities in Texas, Florida, Oklahoma and Arizona. The two facilities already in operation in Florida are located in Naples and Jacksonville.

Life Care Services, as mentioned earlier in this letter will manage the Palm Coast Development as well as the Beach House Development and is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

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The Bonds. The financing application reflects an estimated loan amount of \$19,000,000.00. Nevertheless, the developer and CTA request that you approve the authorization of \$25,000,000.00 of CTA bonds and loaning the proceeds thereof to the developer for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 14-16, to which a proposed "Amendment No. 70 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$25,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$8,750.00. However, if only \$19,000,000.00 of bonds are issued, as is more likely, the fee schedule contemplates a fee of \$6,650.00.

Conclusion

Capital Trust Agency appreciates your consideration of this matter at your meeting on Monday, July 11, 2016. I will be present at your meeting to discuss this matter and answer any questions you may have.

Please call me if you have any questions regarding this matter.

Sincerely,

MICHAEL J. STEBBINS, P.L.



Michael J. Stebbins
For the Firm

MJS

Enclosures

cc: Leslie Gonzalez, Town Clerk (via email w/ encl.)
Stephanie Lucas, Town Clerk (via email w/encl.)
Ed M. Gray, III Capital Trust Agency, Executive Director (via email w/ encl.)
Edwin A. Eddy, Gulf Breeze City Manager (via email w/ encl.)
Kareem J. Spratling, Esq., Special Review Counsel (via email w/encl.)

RESOLUTION 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE IN ORDER TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, INSTALLATION AND EQUIPPING OF THE HEREIN DESCRIBED PROJECT LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING \$20,000,000 CAPITAL TRUST AGENCY REVENUE BOND ANTICIPATION NOTES, AND, SOLELY FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, \$150,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING AND REFINANCING SUCH PROJECT; APPROVAL OF A HEREIN DESCRIBED AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE CAPITAL TRUST AGENCY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 66 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing and refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on January 5, 2016, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, of the Preliminary Project (as herein defined), and the issuance from time to time of revenue bond anticipation notes (the "Notes") by the Agency for a loan program for the purpose of financing or refinancing, including through reimbursement, if applicable, pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs (the "Preliminary Project") relating to the financing of: (i) the acquisition, construction, development, furnishing and equipping of approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas

to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and (ii) the acquisition of the Land and expenses related thereto (collectively, the "Project"), all as described in Schedule I, attached hereto, which, by this reference thereto, is incorporated herein; and

WHEREAS, the City has been advised that the Agency desires to: (i) issue the Notes in an aggregate principal amount of not exceeding \$20,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the Preliminary Project herein authorized) to finance the Preliminary Project on behalf of VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida (the "Borrower"), as described on the attached Schedule "I," whose principal place of business is 1333 Santa Barbara Boulevard, Cape Coral, Florida 33991 (the "Borrower") and (ii) approve, solely for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of revenue bonds in the aggregate principal amount of not exceeding \$150,000,000 (the "Bonds," a portion of which will refinance the Notes), all in order to fund a program herein described (the "Plan of Finance"), such Project to be managed initially by the Borrower; and

WHEREAS, the Project is appropriate to the needs and circumstances of the community in which it will be located and will serve a public purpose by: (i) providing gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State, (iii) serving a public purpose by providing safe, decent and accessible housing facilities for the elderly, and (iv) advancing the economic prosperity and the general welfare of the State and its people; and

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing of the Preliminary Project without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, Section 147(f) of the Code requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Gulf Breeze News* on June 30, 2016, and the Notes, the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on July 18 2016; and

WHEREAS, the City Manager has conducted the public hearing on behalf of the City Council and provided reasonable opportunity for all interested persons to express their views,

both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to: (i) approve the Notes and the issuance and sale thereof pursuant to the Plan of Finance, including the grant of all approvals required or contemplated by Section 147(f) of the Code, (ii) approve, solely for the purposes of Section 147(f) of the Code, the Bonds and the issuance and sale thereof pursuant to the Plan of Finance, and to grant all approvals required or contemplated by Section 147(f) of the Code, (iii) express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and (iv) grant all other approvals required by the Enabling Agreement, as amended, and the Original Resolution in connection with the issuance and sale of the Notes;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on June 30, 2016, in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Notes and Bonds.

SECTION 2. NOTES APPROVED.

For purposes of the Act, the City hereby approves the issuance of the Notes. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the financing, including through reimbursement, of the Preliminary Project through the issuance from time to time of the Notes and the purposes for which the Notes are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Notes shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 67 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

SECTION 4. TEFRA APPROVAL OF NOTES AND BONDS.

Solely and for all purposes under Section 147(f) of the Code, after diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the: (i) the issuance by the Agency of not exceeding \$20,000,000 aggregate principal amount of revenue bond anticipation notes for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution, and (ii) the issuance of not exceeding \$150,000,000 aggregate principal amount of revenue bond anticipation notes for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 18th day of July, 2016.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

EXHIBIT "A" TO RESOLUTION
REPORT OF HEARING OFFICER
VOANS SW FLORIDA HEALTHCARE, INC.

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on July 18, 2016, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, *et seq.*, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding \$20,000,000 in aggregate principal amount of its bond anticipation notes ("Notes"), and not exceeding \$150,000,000 in aggregate principal amount of its revenue bonds (the "Bonds," a portion of which will refund the Notes), on behalf of VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida, and whose principal place of business is 1333 Santa Barbara Boulevard, Cape Coral, Florida 33991 (the "Borrower"). The proceeds will be loaned to the Borrower, together with any other available moneys, for the purpose of (i) financing or refinancing, including through reimbursement, if applicable, (A) pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs, and the cost of acquiring, constructing, developing, furnishing and equipping of approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and (B) financing the acquisition of the Land and expenses related thereto (collectively, the "Project"); (ii) funding any capitalized interest, (iii) funding any necessary reserves and (iv) paying certain expenses incurred in connection with the issuance of the Notes and the Bonds.

The public hearing was duly advertised in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City, on June 30, 2016. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Notes and Bonds, the location of the Project, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

No interested party was in attendance at the public hearing. Minutes of the Council Meeting, including the public hearing, will be kept on file with the City Clerk as referenced in Exhibit "C" hereto. The undersigned then concluded the hearing.

Respectfully submitted,

By: _____

Edwin Eddy, City Manager
City of Gulf Breeze, Florida

**EXHIBIT "A" TO REPORT OF HEARING OFFICER
VOANS SW FLORIDA HEALTHCARE, INC.**

The Preliminary Project consists of certain pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs, relating to (A) financing the acquisition, construction, development, furnishing and equipping of approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and (B) financing the acquisition of the Land and expenses related thereto (collectively, the "Project").

**EXHIBIT "B" TO REPORT OF HEARING OFFICER
VOANS SW FLORIDA HEALTHCARE, INC.**

PROOF OF PUBLICATION

[FOLLOWS]

**EXHIBIT "C" TO REPORT OF HEARING OFFICER
VOANS SW FLORIDA HEALTHCARE, INC.**

**MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK**

EXHIBIT "B" TO RESOLUTION
AMENDMENT NO. 67
OF THE ENABLING AGREEMENT

This **AMENDMENT NO. 67 TO INTERLOCAL AGREEMENT** (this "Amendment No. 67") is made and entered into as of the 18th day of July, 2016, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 66 (collectively, the "Enabling Agreement"), the Parties hereto have heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida (the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it is engaged in, among other things, the acquiring, constructing, developing, installing and equipping of senior living facilities; and

WHEREAS, on January 5, 2016, the Agency approved a request by the Borrower that the Agency issue its revenue bond anticipation notes in a principal amount not to exceed \$20,000,000 (the "Notes") (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing or refinancing, including through reimbursement, if applicable, including through reimbursement, if applicable, pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs (the "Preliminary Project") relating to (A) financing the acquisition, construction, development, furnishing and equipping of an approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and (B) financing the acquisition of the Land and expenses related thereto (collectively, the "Project"), to provide independent living, assisted living, memory support care and skilled nursing care for the elderly; and

WHEREAS, the Agency will issue its Notes on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a sponsor, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Notes, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 67 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Notes herein described and loan the proceeds to the Borrower in order to provide financing, including through reimbursement, for the Preliminary Project;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 67 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Notes and to finance projects of the type and character of the Preliminary Project.

SECTION 2. NOTES, PROGRAM, PLAN OF FINANCE APPROVED.

The Parties do hereby approve and authorize the Notes, and the issuance of Notes from time to time, in one or more series, in an aggregate principal amount of not to exceed \$14,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Preliminary Project). Each installment or issue of such Notes shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Preliminary Project through the issuance of the Notes, and the purposes and programs for which the Notes are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or

instrument shall constitute an obligation of Century or Gulf Breeze. The Notes shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, a sponsor, or other sources relating to the purpose for which they are issued, all in the indentures for the Notes. The Notes shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR CENTURY.

Upon the issuance of each series or installment of Notes, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower, the sum specified on Schedule II attached hereto, which, by this reference thereto, is incorporated herein.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 67 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 67, or to adversely affect the interests of the holders of any Notes issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Notes pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 67, the financing agreements and/or note indentures executed in connection with the Notes, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Note financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Note financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

This Amendment shall take effect when duly executed by the Parties and filed in accordance with law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Notes of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Notes shall have been obtained, in the case of the rights of noteholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 67 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 67 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 67 to Interlocal Agreement]

SCHEDULE I

Project Description

The Preliminary Project consists of certain pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs, relating to (A) financing the acquisition, construction, development, furnishing and equipping of approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and (B) financing the acquisition of the Land and expenses related thereto (collectively, the "Project").

SCHEDULE II

Payment to Century

\$350.00 per million principal amount of each issue, upon issuance thereof, but not less than \$2,500.00.

SCHEDULE "I" TO RESOLUTION

The Project consists of the acquiring, constructing, developing, furnishing and equipping of approximately 139 independent living units, 60 assisted living units, 32 memory-support units and 64 skilled nursing beds, and common areas to be located on approximately 21 acres of land (the "Land") including, but not limited to, related facilities, fixtures, furnishings and equipment, relating to a continuing care retirement community to be known as The Colonnade of Estero, and the acquisition of the Land and expenses related thereto. The Project is located at 9201 and 9301 Corkscrew Road, in the Village of Estero, Florida.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Devin A. Eddy, City Manager

Date : July 7, 2016

Subject: Resolution 18-16, Approving a Plan of Finance for The Beach House Assisted Living and Memory Care at Wiregrass Ranch and the Issuance of Not to Exceed \$25,000,000 in Capital Trust Agency Bonds

The Capital Trust Agency Board adopted a Resolution approving a preliminary financing plan for a project in Pasco County, Florida, to be known as the Beach House Assisted Living and Memory Care at Wiregrass Ranch. Subject to final review, the CTA Board is prepared to consider a final Resolution which will authorize the issuance of not to exceed \$25,000,000 in CTA bonds to finance the project.

The project involves the acquisition and construction of an approximately 100-unit facility comprised of 67 assisted living units and 33 assisted living units providing memory care services for the elderly, sick, injured, infirmed, impaired, disabled or handicapped. The project will stand on its own and require no financial obligation on the part of CTA or the City.

Resolution No. 18-16, if adopted, approves the TEFRA Hearing report which is attached, approves the plan of finance, and approves the latest amendment to the Interlocal Agreement between the City and the Town of Century. (The TEFRA hearing is scheduled for July 18, 2016, at 10:00 a.m., which take place before final adoption of Resolution 18-16 at the July 18, 2016, Regular meeting.) These actions are necessary prior to consideration of the final Resolution by the CTA Board. A summary of this project prepared by City Attorney Michael Stebbins for the Town of Century is attached for your information.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 18-16 APPROVING A PLAN OF FINANCE FOR THE BEACH HOUSE ASSISTED LIVING AND MEMORY CARE AT WIREGRASS RANCH AND AUTHORIZING ISSUANCE OF NOT TO EXCEED \$25,000,000 IN CTA BONDS.



504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501
850-434-9922
FACSIMILE: 850-432-2028

July 7, 2016

VIA FEDEX
#8670 9153 5760

Mayor Freddie W. McCall,
Town of Century
7995 North Century Boulevard
Century, Florida 32535

Ann C. Brooks
9302 North Century Boulevard
Century, Florida 32535

Sandra M. Jackson
124 Maple Street
Century, Florida 32535

Benjamin D. Boutwell, President
Town of Century
P.O. Box 790
Century, Florida 32525

Annie Savage
170 Henry Street
Century, Florida 32535

Gary Riley
7100 Roberts Road
Century, Florida 32535

RE: Town of Century - Approval of Bond Issuances for:

1. Tuscan Gardens of Palm Coast Senior Housing Project
2. The Colonnade of Estero Senior Living Facility
3. Beach House Assisted Living and Memory Care at Wiregrass Ranch

Dear Mayor McCall and Members of the Town Council:

I am writing to you in regard to the above bond issuance for which Capital Trust Agency seeks your approval.

Please recall that pursuant to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze, no bonds can be issued by Capital Trust Agency unless it first obtains approval from both the Century Town Council and the Gulf Breeze City Council. The proposed financing is discussed below.

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General Matters

As with all bond issues by CTA, it is contemplated that for the financing discussed in this letter neither the Town of Century nor the City of Gulf Breeze will be responsible for repaying the bonds. Each of the bonds will expressly state that neither the Town nor the City will be liable to pay the principal or interest on the bonds, rather CTA's obligations to repay the bonds will be limited to the assets in the respective trust estates for each transaction. The security for the bonds will be a pledge of revenues realized by the borrowers as well as a security interest in the property and improvements for which the loan proceeds would be utilized to acquire, construct, improve, etc.

Because of the Town's participation in the creation of Capital Trust Agency, it was contemplated that the Town of Century would receive a fee upon closing of the financing discussed herein. For this financing, CTA proposes to utilize the same fee schedule that has been approved by the Town of Century in previous financing. Specifically, the Town of Century will be paid a fee equal to \$350.00 per \$1,000,000.00 of principal amount of bond issuance, subject to a minimum fee of \$2,500.00.

Tuscan Gardens of Palm Coast Senior Housing Project

(Century Resolution No. 12-16; Amendment No. 69 to Interlocal Agreement)

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping of and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior living facility in Palm Coast, Flagler County, Florida.

The Project. Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company intends to develop a senior living facility comprised of assisted living units and assisted living units providing memory care services for the elderly to be known as Tuscan Gardens of Palm Coast Senior Housing Project, located at on an approximate 72-acre site at the Southwest Corner of Colbert Lane and Blare Drive in the City of, Palm Coast, Flagler County, Florida 32137 (Palm Coast Development").

At this juncture, the Palm Coast Development will contain a total of approximately 152 senior living units comprised of approximately 108 assisted living units and approximately 44 assisted living units providing memory care services. The assisted living units will average in size

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from 451 square feet to 873 square feet. The memory care units will average in size from 306 square feet to 453 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, the Tuscan Gardens of Palm Coast Properties, LLC, a Florida limited liability company will be the sponsor and borrower for the Palm Coast Development. Tuscan Gardens has worked with CTA previously with their Venetia Springs project in Venice, Florida, which closed in May 2015. The sponsor is proposing to use CORE Construction for the construction of the project and Life Care Services to manage the project.

According to its application for financing, Tuscan Gardens of Palm Coast Properties, LLC is managed by Laurence J. Pino, Charles C. Smith, Christopher P. Young and Sean S. Casterline, all of whom have extensive business and real estate development experience. Mr. Young, in particular, has been involved in the development and financing of senior living communities and has been involved in the financing and development of four other senior living communities in Florida including the previously mentioned Venetia Springs project in Venice, Florida.

CORE Construction was founded in 1937 and has grown to 14 locations across the U.S., supported by over 1,200 employees and has been involved in the construction of ten senior living communities throughout the State of Florida, including the Fountains of Hope Senior Living Community, which was a CTA project that closed in November 2014.

Life Care Services, the manager of the Palm Coast Development, is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a

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public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The borrower and CTA request that you approve the authorization of \$45,000,000 of CTA bonds and loaning the proceeds thereof to the borrower for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 12-16, to which a proposed "Amendment No. 69 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$45,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$15,750.

Colonnade of Estero Senior Living Facility

(Century Resolution No. 13-16; Amendment No. 67 to Interlocal Agreement)

CTA is requesting your approval for a bond anticipation note(s) to finance or refinance, including through reimbursement, if applicable, pre-construction development costs, including, but not limited to, the architectural design, marketing, sales, preliminary construction planning, legal and accounting costs relating to the financing of the acquisition, construction, development, furnishing and equipping of a senior living facility in the Village of Estero in Lee County, Florida.

The Project. VOANS SW Florida Healthcare, Inc., a not for profit corporation of the State of Florida and a subordinate affiliate of Volunteers of America National Services, a not for profit corporation of the State of Minnesota ("Volunteers of America") intends to develop, own and operate a senior living facility comprised of independent living units, assisted living units, assisted living units providing memory care services and skilled nursing units for the elderly to be known as The Colonnade of Estero, located at 9201 and 9301 Corkscrew Road, Village of Estero, Lee County, Florida ("Colonnade Development").

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At this juncture, The Colonnade Development will contain a total of approximately 232 senior living units comprised of approximately 139 independent living units, 60 assisted living units and 32 assisted living units providing memory care services as well as 64 skilled nursing units. The independent living units will average in size from 742 square feet to 1,251 square feet. The assisted living units will average in size from 478 square feet to 830 square feet. The memory care units will average in size from 335 square feet to 379 square feet. The skilled nursing units will have a size of approximately 341 square feet.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, VOANS SW Florida Healthcare, Inc. will develop, own and operate the Colonnade Development with the support and backing of Volunteers of American.

Volunteers of America, a faith-based organization, has grown into one of the largest and most effective nonprofit housing organizations in the nation since its inception in 1896. In its 2015 ranking, Affordable Housing Finance Magazine ranked Volunteers of America as the largest nonprofit affordable housing owner in the country in terms of total units owned. Volunteers of America is also a national leader in providing care and housing for seniors being one of the largest nonprofit providers of affordable senior housing and a leading nonprofit provider of skilled nursing care and assisted living for seniors.

Volunteers of America's affordable housing facilities now include 484 properties in 40 states and Puerto Rico with 19,426 affordable housing units, which accommodate more than 25,000 people each year.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the

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economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

The Bonds. The financing application reflects a two-step process for the bond issuance. Step one would be the issuance of no more than \$20,000,000.00 of Bond Anticipation Notes, which would be used to acquire the land for the Colonnade Development and fund the preconstruction architectural, engineering and marketing efforts. Step two would be for the issuance of no more than \$150,000,000.00 in bonds sometime in the third or fourth quarter of 2017 to redeem the Bond Anticipation Notes and provide funding for the actual construction of the Colonnade Development and funding for the initial working capital requirements. Only step one is before the Century Town Council for approval

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for the Colonnade of Estero Senior Living Facility, it will be necessary that you adopt Resolution No. 13-16, to which a proposed "Amendment No. 67 to the Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$20,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$7,000.00.

Beach House Assisted Living and Memory Care at Wiregrass Ranch
(Century Resolution No. 14-16; Amendment No. 70 to Interlocal Agreement)

CTA is requesting your approval for a bond issuance to finance or refinance, including through reimbursement, the acquisition, construction, development, installation and equipping and the acquisition and installation of related facilities, fixtures, furnishings and equipment for a senior assisted living facility in Wesley Chapel, Pasco County, Florida.

The Project. PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, intends to develop, own and manage a 100-unit facility comprised of assisted living units and assisted living units providing memory care services for the elderly, sick, injured, infirmed, impaired, disabled or handicapped to be known as the Beach House Assisted Living and Memory Care at Wiregrass Ranch located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida, which is just north of Tampa, Florida. ("Beach House Development").

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At this juncture, the Beach House Development will contain a total of approximately 100 units comprised of approximately 67 assisted living units and approximately 33 assisted living units providing memory care services. The standard assisted living units will average in size from 430 square feet to 852 square feet. The memory care units will be approximately 325 square feet in size.

Security for the financing will include a first mortgage on the assisted living facility and a first lien on all revenues of the assisted living facility.

Project Sponsor and Manager. According to its application for financing, PSL Wiregrass, LP, a Texas limited partnership, for itself or through an affiliate, will be the sponsor and borrower for the Beach House Development, which will be managed by Life Care Services.

PSL is short for Prevarian Senior Living, which is a national real estate development and investment firm from Texas dedicated to the creation of outstanding communities that provide a safe, comfortable living environment for seniors. Prevarian currently owns and operates assisted living communities in Texas, Florida, Oklahoma and Arizona. The two facilities already in operation in Florida are located in Naples and Jacksonville.

Life Care Services, as mentioned earlier in this letter will manage the Palm Coast Development as well as the Beach House Development and is the third-largest manager of rental senior living communities and continuing care retirement communities in the United States with 40 years of experience in senior living.

Public Purpose. CTA's bond counsel has represented that the issuance of the bonds in the loaning of the proceeds thereof as contemplated herein constitutes a valid public purpose and that the above described projects will serve significant public purposes described in Part II, Florida Statutes, Chapter 159. Section 159.26 sets forth findings of the Florida Legislature that in order to improve prosperity and welfare of the State and its inhabitants, and to improve healthcare, it is necessary and in the public's interest to facilitate the financing of certain facilities such as senior care projects discussed in this letter. The statute further provides that the purpose is to be achieved by such projects and that their financings implement the government purposes under the Florida Constitution providing for health, safety and welfare of the people of the State of Florida. CTA's bond counsel has also represented that the above described senior living facilities are appropriate to the needs and circumstances of the communities in which they will be located and will serve a public purpose by (i) providing gainful employment in making significant contribution to the economic growth of the whole community, (ii) promoting commerce within the State of Florida, (iii) providing housing for the elderly, and, (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people.

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Benjamin D. Boutwell, President
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The Bonds. The financing application reflects an estimated loan amount of \$19,000,000.00. Nevertheless, the developer and CTA request that you approve the authorization of \$25,000,000.00 of CTA bonds and loaning the proceeds thereof to the developer for the purposes described above.

The bonds would be issued for "private activity" purposes. Further, since the borrower is a for-profit entity, this financing is contingent upon the developer receiving private activity bond allocation from the State of Florida.

Approval by the Century Town Council. If you are inclined to approve CTA's request to issue the bonds for Tapestry Tallahassee Assisted Living and Memory Care Facility, it will be necessary that you adopt Resolution No. 14-16, to which a proposed "Amendment No. 70 to Interlocal Agreement" is attached as an exhibit. If approved, your Resolution authorizes Mayor McCall to enter into the Amendment on behalf of the Town of Century. If \$25,000,000.00 of bonds are issued, the fee schedule would suggest that the Town of Century would be paid a fee of \$8,750.00. However, if only \$19,000,000.00 of bonds are issued, as is more likely, the fee schedule contemplates a fee of \$6,650.00.

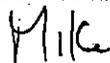
Conclusion

Capital Trust Agency appreciates your consideration of this matter at your meeting on Monday, July 11, 2016. I will be present at your meeting to discuss this matter and answer any questions you may have.

Please call me if you have any questions regarding this matter.

Sincerely,

MICHAEL J. STEBBINS, P.L.



Michael J. Stebbins
For the Firm

MJS

Enclosures

cc: Leslie Gonzalez, Town Clerk (via email w/ encl.)
Stephanie Lucas, Town Clerk (via email w/encl.)
Ed M. Gray, III Capital Trust Agency, Executive Director (via email w/ encl.)
Edwin A. Eddy, Gulf Breeze City Manager (via email w/ encl.)
Kareem J. Spratling, Esq., Special Review Counsel (via email w/encl.)

RESOLUTION 18-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE IN ORDER TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, INSTALLATION AND EQUIPPING OF THE HEREIN DESCRIBED SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING \$25,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH SENIOR LIVING FACILITY; APPROVAL OF A HEREIN DESCRIBED AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE CAPITAL TRUST AGENCY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 69 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing and refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on December 15, 2015, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purposes, among other things, of financing or refinancing, including through reimbursement, the acquisition, construction, development, installation and equipping of a senior living facility, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto, which, by this reference thereto, is incorporated herein, to provide assisted living and memory support services for the elderly (collectively, the "Senior Living Facility"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of not exceeding \$25,000,000 (the exact amount to be determined by

the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Senior Living Facility on behalf of PSL Wiregrass, LP, a Texas limited partnership, and/or one or more of its affiliates, as described on the attached Schedule "I," whose principal place of business is 8214 Westchester, #600, Dallas, Texas 75225 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"), such Senior Living Facility to be managed initially by Life Care Services, LLC, an Iowa limited liability company; and

WHEREAS, the proposed Senior Living Facility is appropriate to the needs and circumstances of the community in which it will be located and will serve a public purpose by (i) providing gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State, (iii) serving a public purpose by providing safe, decent and accessible housing facilities for the elderly, and (iv) advancing the economic prosperity and the general welfare of the State and its people; and

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing of the Senior Living Facility and to facilitate and encourage the planning and development of such Senior Living Facility without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on July 4, 2016, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on July 18, 2016; and

WHEREAS, the City Manager has conducted the public hearing on behalf of the City Council and provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and to grant all approvals required or contemplated by Section 147(f) of the Code, to express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and to grant all other approvals required by the

Enabling Agreement, as amended and the Original Resolution in connection with the issuance and sale of the Bonds;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on July 4, 2016, in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing, including through reimbursement, of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 70 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance which includes (i) the issuance by the Agency of not exceeding \$25,000,000 aggregate principal amount of revenue bonds for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution and (ii) the issuance by the Agency of either taxable or tax-exempt, or both, bonds in an amount not exceeding \$25,000,000 for all purposes under Section 147(f) of the Code.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 18th day of July, 2016.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

EXHIBIT "A" TO RESOLUTION

**REPORT OF HEARING OFFICER
PSL WIREGRASS, LP**

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on July 18, 2016, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, *et seq.*, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding \$25,000,000 revenue bonds (the "Bonds") on behalf of PSL Wiregrass, LP, a Texas limited partnership, or one or more of its affiliates, and whose principal place of business is 8214 Westchester, #600, Dallas, Texas 75225 (as applicable, the "Borrower"). The proceeds of the Bonds will be loaned to the Borrower for financing or refinancing, including through reimbursement, the acquisition, construction, development, furnishing and equipping of an assisted living facility for the elderly, including related facilities, fixtures, furnishings and equipment and comprised of approximately 67 assisted living units accommodating 77 beds and 33 memory care units accommodating 33 beds, to be known as Beach House at Wiregrass Ranch, located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida 33543 (the "Senior Living Facility).

The public hearing was duly advertised in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City, on July 4, 2016. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Senior Living Facility. Information about the proposed Bonds, the location of the Senior Living Facility, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

No interested party was in attendance at the public hearing. Minutes of the Council Meeting, including the public hearing, will be kept on file with the City Clerk as referenced in Exhibit "C" hereto. The undersigned then concluded the hearing.

Respectfully submitted,

By: _____
Edwin Eddy, City Manager
City of Gulf Breeze, Florida

**EXHIBIT "A" TO REPORT OF HEARING OFFICER
PSL WIREGRASS, LP**

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an assisted living facility for the elderly, including related facilities, fixtures, furnishings and equipment and comprised of approximately 67 assisted living units accommodating 77 beds and 33 memory care units accommodating 33 beds, to be known as Beach House at Wiregrass Ranch, located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida.

**EXHIBIT "B" TO REPORT OF HEARING OFFICER
PSL WIREGRASS, LP**

PROOF OF PUBLICATION

[FOLLOWS]

**EXHIBIT "C" TO REPORT OF HEARING OFFICER
PSL WIREGRASS, LP**

**MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK**

EXHIBIT "B" TO RESOLUTION
AMENDMENT NO. 70
OF THE ENABLING AGREEMENT

This **AMENDMENT NO. 70 TO INTERLOCAL AGREEMENT** (this "Amendment No. 70") is made and entered into as of the 18th day of July, 2016, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 69 (collectively, the "Enabling Agreement"), the Parties hereto have heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, PSL Wiregrass, LP, a Texas limited partnership, and/or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it is engaged in, among other things, the acquiring, constructing, developing, installing and equipping of senior living facilities; and

WHEREAS, on December 15, 2015, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$25,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing or refinancing, including through reimbursement, the acquisition, construction, development, installation and equipping of a senior living facility, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto, which, by this reference thereto, is incorporated herein, to provide independent living, assisted living and memory support services for the elderly (the "Senior Living Facility"); and

WHEREAS, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a sponsor, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 70 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing, including through reimbursement, for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 70 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

SECTION 2. BONDS, PROGRAM, PLAN OF FINANCE APPROVED.

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$25,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Senior Living Facility). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Senior Living Facility through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, a sponsor, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR CENTURY.

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower, the sum specified on Schedule II attached hereto, which, by this reference thereto, is incorporated herein.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 70 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 70, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 70, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

This Amendment shall take effect when duly executed by the Parties and filed in accordance with law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 70 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 70 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 70 to Interlocal Agreement]

SCHEDULE I

Project Description

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an assisted living facility for the elderly, including related facilities, fixtures, furnishings and equipment and comprised of approximately 67 assisted living units accommodating 77 beds and 33 memory care units accommodating 33 beds, to be known as Beach House at Wiregrass Ranch, located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida.

SCHEDULE II

Payment to Century

\$350.00 per million principal amount of each issue, upon issuance thereof, but not less than \$2,500.00.

SCHEDULE "I" TO RESOLUTION

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an assisted living facility for the elderly, including related facilities, fixtures, furnishings and equipment and comprised of approximately 67 assisted living units accommodating 77 beds and 33 memory care units accommodating 33 beds, to be known as Beach House at Wiregrass Ranch, located or to be located on approximately 4.288 acres on the south side of State Road 56 approximately six tenths (0.6) of a mile northeast from the intersection of State Road 56 and Mansfield Boulevard on State Road 56, in an unincorporated area of Pasco County, Florida.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : July 8, 2016

Subject: **Resolutions Authorizing Transfer of Documents, Agreement between City and Florida Department of Transportation**

Attached please find a copy of the Agreement between the City and FDOT relative to transfer of right-of-way and provision of a Temporary Construction Easement (TCE) in Wayside Park for the replacement of the Pensacola Bay Bridge.

In Paragraph 8, the Agreement contemplates two Resolutions to be adopted by the City Council. The first authorizes transfer of the deed for the right-of-way and the second authorizes the transfer of the parcel for the TCE. The form of the Resolutions is included. The City Attorney previously reviewed these forms and made changes thereto which are reflected in the final form.

In order to conform to the remainder of the Agreement, the District Secretary of Transportation should execute the Agreement prior to adoption of the Resolutions and transfer of the documents. We anticipate this execution will take place prior to July 18th.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE TWO RESOLUTIONS FOR ADOPTION ON JULY 18, 2016, EFFECTING THE TRANSFER OF PROPERTY INTEREST AS REFERENCED.

**AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GULF BREEZE**

This Agreement is entered into by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF GULF BREEZE, a municipal corporation authorized and existing under the laws of the State of Florida (the "City") who may hereinafter be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

1. The Department has undertaken a project for the replacement of SR30 Pensacola Bay Bridge No. 480035 (the "Project").
2. The Department requires additional right of way for the construction of the proposed bridge and its approaches which would include the area where the bridge makes landfall within the City's limits.
3. The Department has established parcel number 100.1 for property required as a fee simple interest for proposed transportation facilities and parcel number 702.1 for property in which the Department requires a temporary construction easement for the construction of the Project.
4. The City currently is the owner of property (Wayside Parks) within which parcel numbers 100.1 and 702.1 are located. The Department has requested that the City convey to the Department parcel number 100.1 for property required as a fee simple interest for proposed transportation facilities and parcel number 702.1 for property in which the Department requires a temporary construction easement in exchange for the consideration of \$ 5,900,000.00 *MS/FD*.
5. The Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements, and by Chapter 337 to acquire public purpose property.
6. The City is authorized to enter into this Agreement pursuant to the Resolution No. ___-16 of its City Council attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the parties agree to the following:

7. The recitals set forth in paragraphs 1 through 6 above are true and correct and are deemed incorporated into this Agreement.
8. Within 30 days after the execution of this Agreement by the City and the Department, the Department shall pay to the City the amount of \$ 5,900,000.00 *MS/FD*. In exchange, the City

shall convey to the Department (i) a fee simple interest in parcel 100.1 by deed and resolution in the form attached to this Agreement as Exhibit "A," and (ii) a temporary construction easement in parcel 702.1 by temporary easement and resolution in the form attached to this Agreement as Exhibit "B." The parties will establish a mutually agreeable closing date for such conveyances. The failure of the Department for any reason to remit payment to the City as provided in this paragraph shall constitute a breach of this Agreement and this Agreement shall immediately thereafter be deemed as having been automatically terminated and no longer being effective. The obligation of the City to convey the deed and the temporary easement shall be specifically enforceable.

9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the City without the prior written consent of the Department. However, this Agreement shall run to the Department and its successors with the understanding that this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

10. The Agreement is governed by and construed in accordance with the Laws of the State of Florida. Venue for any action brought pursuant to, or arising from, this Agreement shall be in only in the state courts of Santa Rosa County, Florida.

11. The invalidity, unenforceability or lawful rejection of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby request the courts (or other applicable regulatory authorities) to construe, reconstruct and/or reform this Agreement in a manner rendering this Agreement effective within the intent and purpose of this Agreement.

12. Except as otherwise provided, no waiver or consent by a Party of or to any breach or default by any other Party shall be effective unless evidenced in writing, executed and delivered by the Party so waiving or consenting and no waiver or consent effectively given as aforesaid shall operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

13. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, by, between the Parties. The Parties agree and acknowledge that this Agreement sets forth and establishes the complete and exclusive statement of all prior agreements, understandings, promises, covenants or the like between the Parties with respect to the subject matters contemplated herein and that no promise, commitment, undertaking, agreement, understanding or the like not expressly set forth herein shall be binding upon either Party.

14. This Agreement may not be changed or amended without a written agreement signed by the Parties.

15. On or before the completion of the Project and before the expiration of the temporary construction easement, referenced in Section 8 herein, the Department shall return the condition of the property, which is the subject of temporary construction

easement referenced in Section 8 herein, to the same or better condition than existed at the time of the execution of the temporary construction easement referenced in Section 8 herein.

16. The effective date of this Agreement shall be the latest date on which a Party executes this Agreement; provided, however, that if this Agreement is not fully executed by both Parties on or before July 16, 2016, it shall be deemed as being null and void.

17. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf this 5th day of July, 2016, by its Mayor, being authorized to enter into and execute same by action of the City Council meeting in regular session on the 5th day of July, 2016, and the Department has executed this Agreement through its District Secretary for District III, Florida Department of Transportation on the date set forth below.

CITY COUNCIL
CITY OF GULF BREEZE, FLORIDA



BY: [Signature]
MATT E. DANNHEISER, MAYOR

Stephanie D. Lucas
ATTEST: **LESLIE A. GUYER**
CITY CLERK

[Signature]
City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
JAMES T. BARFIELD, P.E.
DISTRICT SECRETARY
1074 Highway 90
Chipley, FL 32428

EXECUTIVE SECRETARY (SEAL)

Date: _____

Legal Review:

OFFICE OF GENERAL COUNSEL

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Eddy Rudd

Parcel 100.1
Item/Segment No. 4093341
Managing District 3
S.R. No. 30 (U.S. 98)
County Escambia/Santa Rosa

CITY DEED

THIS DEED, made this ___ day of _____, 20__ by the CITY OF GULF BREEZE, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, including but not limited to that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____, the receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Santa Rosa County, Florida, viz:

- A. A parcel of land lying and being in Government Lot 1, Section 5, Township 3 South, Range 29 West, Santa Rosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (RLS 2535) marking the northwesterly corner of Lot 1, Baybridge Villas, as per plat recorded in Plat Book F, Page 16 of the Public Records of Santa Rosa County, Florida; and being on the existing easterly right of way line of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence departing said existing right of way line, run South 62°44'04" West 96.51 feet to the centerline of survey of State Road 30 as shown on said Right of Way Map; said point being on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 27°15'56" West, run northerly along said survey line and said curve, having a radius of 4,883.27 feet, for a distance of 353.20 feet, through a central angle of 04°08'39" to end of curve; thence departing said survey line, run North 66°52'43" East 75.00 feet to the existing easterly right of way line of State Road 30 (U.S. 98) as shown on said Right of Way Map and POINT OF BEGINNING, said point being on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 23°07'17" West, run northerly along said easterly right of way line and said curve, having a radius of 4,808.27 feet, for a distance of 398.78 feet, through a central angle of 04°45'07" to end of curve; thence departing said easterly right of way line, run North 71°37'50" East 11.00 feet to a point on a non-tangent curve to the left (concave easterly); thence from a tangent bearing of South 18°22'10" East , run southerly along said curve, having a radius of 4,797.27 feet, for a distance of 397.87 feet, through a central angle of 04°45'07" to end of curve; thence South 66°52'43" West 11.00 feet to POINT OF BEGINNING;

Containing 4,382 square feet, more or less.

ALSO:

B. A parcel of land lying and being in Government Lot 1, Section 5, Township 3 South, Range 29 West, Santa Rosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (RLS 2535) marking the northwesterly corner of Lot 1, Baybridge Villas, as per plat recorded in Plat Book F, Page 16 of the Public Records of Santa Rosa County, Florida; and being on the existing easterly right of way line of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence departing said existing right of way line, run South 62°44'04" West 96.51 feet to the centerline of survey of State Road 30 as shown on said Right of Way Map; said point being on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 27°15'56" West, run northerly along said survey line and said curve, having a radius of 4,883.27 feet, for a distance of 534.01 feet, through a central angle of 06°15'56" to end of curve; thence departing said survey line, run South 69°00'00" West 50.00 feet to POINT OF BEGINNING on the existing westerly right of way line of State Road 30 (U.S. 98) as shown on said Right of Way Map; thence continue South 69°00'00" West 56.66 feet along said westerly right of way line, thence South 57°14'01" West 49.37 feet along said westerly right of way line to a point on a non-tangent curve to the right (concave easterly); thence departing said westerly right of way line, from a tangent bearing of North 18°48'42" West, run northerly along said curve, having a radius of 4,960.45 feet, for a distance of 246.50 feet, through a central angle of 02°50'50" to end of curve; thence North 71°41'21" East 15.00 feet to a point on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 18°18'39" West, run northerly along said curve, having a radius of 5,013.27 feet, through a central angle of 01°49'29" to end of curve; thence North 16°29'10" West 308.40 feet to the northerly line of that certain property described as "Parcel 2", as recorded in Official Records Book 1042, Page 47, said Public Records; thence North 71°18'08" East 80.06 feet along said northerly property line to said existing westerly right of way line of State Road 30; thence South 16°29'10" East 311.49 feet along said westerly right of way line to a point of curve to the left (concave easterly); thence southerly along said westerly right of way line and said curve, having a radius of 4,933.27 feet, for a distance of 388.66 feet, through a central angle of 04°30'50" to end of curve and POINT OF BEGINNING;

Containing 1.401 acres, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____
Leslie A. Guyer
Its City Clerk

Gulf Breeze, Florida
City Council

By: _____
Matt E. Dannheiser
Its Mayor

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this day _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Affix Seal
BSD.06-11/00

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 100.1RES
Item/Segment No. 4093341
Managing District 3
S.R. No. 30 (U.S. 98)
County Santa Rosa

RESOLUTION NO. ____-16

ON MOTION of City Council Member _____, seconded by City Council Member _____, this resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No. 4093341, in Santa Rosa County, Florida ("Project"); and

WHEREAS, it is necessary that certain lands now owned by the City of Gulf Breeze, Florida ("City"), be acquired by the State of Florida Department of Transportation for the Project as described in attached City Deed Form, Exhibit A (the "Property"); and

WHEREAS, the City has agreed to convey the Property to the State of Florida Department of Transportation per that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation the attached Exhibit A , in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said Property, which is required for the Project .

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gulf Breeze, Florida, that the application of the State of Florida Department of Transportation for attached Exhibit A , is for the Project, which is for transportation purposes which are in the public or community interest and for public welfare and the City has agreed to convey the Property to the State of Florida Department of Transportation per that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____; that conveyances in the form attached as Exhibit A hereto , in favor of the State of Florida Department of Transportation conveying all right, title and interest of City of Gulf Breeze, Florida, in and to the Property should be drawn and executed by the Mayor of the City on behalf of the City Council.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

This resolution shall take effect immediately upon its adoption this ____ day of ____, 2016.

**Gulf Breeze, Florida
City Council**

By: _____
Matt E. Dannheisser, Mayor

(SEAL)

ATTEST:

By: _____
Leslie Guyer, City Clerk

Exhibit A

[City Deed]

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
Eddy Rudd

Parcel	702.1
Item/Segment No.	4093341
Managing District	3
S.R. No.	30 (U.S. 98)
County	Escambia/Santa Rosa

TEMPORARY EASEMENT

THIS EASEMENT made this ___ day of _____, 20___, by the CITY OF GULF BREEZE, a municipality of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, including but not limited to that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____, the receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing State Road No. 30 (U.S. 98), Financial Project No. 4093341, in Santa Rosa County, Florida ("Project") according to current construction plans in, upon, over and through the following described land in Santa Rosa County, Florida, described as follows, viz:

- A. A parcel of land lying and being in Government Lot 1, Section 5, Township 3 South, Range 29 West, Santa Rosa County, Florida, being described as follows: Commence at a 4 inch by 4 inch concrete monument (RLS 2535) marking the northwesterly corner of Lot 1, Baybridge Villas, as per plat recorded in Plat Book F, Page 16 of the Public Records of Santa Rosa County, Florida; said point being on the existing easterly right of way line of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 68°14'25" West 21.92 feet along said easterly right of way line to a point on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 27°14'27" West, run northerly along said easterly right of way line and said curve, having a radius of 4808.27 feet for a distance of 183.24 feet, through a central angle of 02°11'01" to POINT OF BEGINNING; thence continue northerly along said curve, for a distance of 162.47 feet, through a central angle of 01°56'09" to end of curve; thence departing said easterly right of way line, run North 66°52'43" East 11.00 feet to a point on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 23°07'17" West, run northerly along said curve, having a radius of 4,797.27 feet, for a distance of 397.87 feet, though a central angle of 04°45'07" to end of curve; thence South 71°37'50" West 11.00 feet to said existing easterly right of way line of State Road 30 and to a point on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 18°22'10" West, run northerly along said easterly right of way line and said curve, having a radius of 4,808.27 feet, for a distance of 158.06 feet, through a central angle of 01°53'01" to end of curve; thence North 16°29'10" West 369.41 feet along said right of way line to the northerly line of that certain property described as "Parcel 1", per Official Records Book 1042, Page 47, said Public Records; thence North 73°30'50" East 35.00 feet along said northerly property line; thence departing said property line, run South 16°29'10" East 80.94 feet; thence North 73°30'50" East 40.00 feet; thence South 16°29'10" East 50.00 feet; thence South 73°30'50" West 25.00 feet; thence South 16°29'10" East 238.47 feet; to a point of curve to the left (concave easterly); thence southerly along said curve, having a radius of 4,758.27 feet, for a distance of 373.71

feet, through a central angle of 04°30'00" to end of curve; thence North 69°00'50" East 25.00 feet; thence South 18°40'59" East 220.78 feet; thence North 66°21'02" East 34.00 feet; thence South 24°00'05" East 57.91 feet; thence South 36°33'40" West 40.01 feet; thence South 65°24'43" West 10.00 feet; thence South 17°30'59" East 39.32 feet; thence South 64°56'34" West 45.00 feet to POINT OF BEGINNING;

Containing 1.312 acres, more or less.

ALSO:

- B. A parcel of land lying and being in Government Lot 1, Section 5, Township 3 South, Range 29 West, Santa Rosa County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (RLS 2535) marking the northwesterly corner of Lot 1, Baybridge Villas, as per plat recorded in Plat Book F, Page 16 of the Public Records of Santa Rosa County, Florida; and being on the existing easterly right of way line of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence departing said existing right of way line, run South 62°44'04" West 96.51 feet to the centerline of survey of State Road 30 as shown on said Right of Way Map; said point being on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 27°15'56" West, run northerly along said survey line and said curve, having a radius of 4,883.27 feet, for a distance of 524.25 feet, through a central angle of 06°09'04" to end of curve; thence departing said survey line, run South 68°53'08" West 155.00 feet to POINT OF BEGINNING on the northerly line of that certain property as described in Official Records Book 3032, Page 678 said Public Records; thence South 57°14'01" West 67.55 feet along said property line; thence departing said property line, run North 18°25'15" West 218.41 feet; thence South 71°11'03" West 35.00 feet; thence North 16°48'49" West 71.49 feet; thence North 71°58'57" East 33.00 feet to a point on a non-tangent curve to the right (concave easterly); thence from a tangent bearing of North 18°01'03" West, run northerly along said curve, having a radius of 5,098.27 feet, for a distance of 136.28 feet, through a central angle of 01°31'54" to end of curve; thence North 16°29'10" West 239.46 feet; thence South 73°30'50" West 10.00 feet; thence North 16°29'10" West 65.25 feet to the northerly line of that certain property described as "Parcel 2", per Official Records Book 1042, Page 47, said Public Records; thence North 71°18'08" East 95.07 feet along said northerly property line; thence departing said northerly property line, run South 16°29'10" East 308.40 feet to a point of curve to the left (concave easterly); thence southerly along said curve, having a radius of 5,013.27 feet, for a distance of 159.67 feet, through a central angle of 01°49'29" to end of curve; thence South 71°41'21" West 15.00 feet to a point on a non-tangent curve to the left (concave easterly); thence from a tangent bearing of South 15°57'52" East, run southerly along said curve, having a radius of 4,960.45 feet, through a central angle of 02°50'50" to end of curve and POINT OF BEGINNING;

Containing 1.373 acres, more or less.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this Project, but no later than the last day of August 24, 2023.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____
Leslie A. Guyer
Its City Clerk

Gulf Breeze, Florida
City Council

By: _____
Matt E. Dannheiser
Its Mayor

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

TE.14 00/11

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 702.1RES
Item/Segment No. 4093341
Managing District 3
S.R. No. 30 (U.S. 98)
County Escambia/Santa Rosa

RESOLUTION NO. ___-16

ON MOTION of City Council Member _____, seconded by City Council Member _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No. 4093341, Santa Rosa County ("Project").

WHEREAS, it is necessary that certain lands now owned by the City of Gulf Breeze, Florida ("City"), be used temporarily by the State of Florida Department of Transportation for the Project as described in attached Temporary Easement Form, Exhibit A (the "Property"); and

WHEREAS, the City has agreed to give the State of Florida Department of Transportation a temporary easement for the Property to the State of Florida Department of Transportation per that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a temporary easement in the form attached as Exhibit A hereto, in favor of the State of Florida Department of Transportation, for the Project and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gulf Breeze, Florida, that the application of the State of Florida Department of Transportation for the attached Exhibit A, is for transportation purposes which are in the public or community interest and for public welfare; and the City has agreed to give the State of Florida Department of Transportation a temporary easement for the Property per that certain Agreement Between The State of Florida Department of Transportation and the City of Gulf Breeze dated _____ in the form attached as Exhibit A, should be drawn and executed by this City Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

This resolution shall take effect immediately upon its adoption this ___ day of ___, 2016.

**Gulf Breeze, Florida
City Council**

By: _____
Matt E. Dannheisser, Mayor

(SEAL)

ATTEST:

By: _____
Leslie Guyer, City Clerk



City of Gulf Breeze

To: Edwin A. Eddy, City Manager
From: Vernon L. Prather, Operations Consultant *V.P.*
Date: July 5, 2016
Subject: Stormwater Task Force Recommendation for
McClure /Shirley and Plantation Hill Areas

The Storm Water Task Force met on May 19, 2016 and received the gravity stormwater system feasibility report for McClure /Shirley and Plantation Hill Areas as presented by Jehle-Halstead Engineers (attached). The report provided guidance that gravity discharge from these areas is possible and the construction would not be too complicated.

The report provided several options for pipe size, slope and related capacity. After discussion the committee and members of the public desired to pursue the largest pipe option #4 which is estimated at \$1,790,000. If the treatment system is sized only for first flush, the cost can be reduced by \$650,000, thereby lowering the cost to \$1,140,000.

Back ground: The McClure /Shirley area was identified by the Stormwater Task Force in 2014 as a project to reduce flooding. This low lying area was outfitted with an exfiltration system in 2006 via grant funding, but does not have an outfall.

Funding: The City has typically relied on grant funds for the installation of stormwater infrastructure and if the residents wanted to move the project forward with a degree of certainty then serious consideration for a Municipal Services Benefit Unit (MSBU) or other type of Assessment would be required.

The feasibility report mentioned above, illustrates that it is possible to connect the Plantation Hill Stormwater pond with the McClure/Shirley drainage basin and provide better transport of stormwater. Please note that the East side of Gulf Breeze is served by a single 24" storm pipe line discharging from the Hospital's Pond.

In order to develop the methodology of a MSBU, the Storm Water Task Force recommended that staff solicit a proposal for engineering services to develop the criteria for assigning costs to the benefitted properties, and to provide guidance for the calculations between residential and commercial properties.

Attached is a proposal from Jehle-Halstead outlining the scope of services to define and further quantify the anticipated costs per property owner and provide a MSBU Assessment Study and Report as discussed at the Task Force meeting:

1. 100% of costs assigned to affected properties.
2. 60% of costs assigned to affected properties and 40% assigned to the City.
3. Other - For example, it may be reasonable to assign a portion of the costs to the City (generally), the Community Redevelopment Agency (CRA), and affected properties.

Upon review, staff recommends that Jehle-Halstead be authorized to provide the engineering services as described to prepare the MSBU assessment.

Recommendation: City Council authorize Jehle-Halstead Inc. to provide engineering services to prepare the Drainage Study and MSBU Assessment for McClure /Shirley and Plantation Hill Areas for \$15,300.

July 1, 2016
JHI Project # 150067
Via e-mail

Mr. Vernon Prather
City of Gulf Breeze
1010 Shoreline Drive
Gulf Breeze, Florida 32561

RE: McClure-Shirley / Plantation Hill Drainage Improvements Study

Dear Vernon:

We are pleased to submit the following proposal for the below listed services:

- **Engineering – Total \$15,300**
 - a. Coordination with City staff, meetings on-site and/or at City facilities, public meeting to present further findings and discuss MSBU - **\$2,300**
 - b. Limited Site Civil plans to coordinate previous McClure-Shirley / Plantation Hill projects, further topographic study to define contributing properties for each separate basin along with their assessed contribution, and produce a set of conceptual plans that will help to more accurately define budgetary considerations with a revised Engineer's Opinion of Probable Cost – **\$9,000**
 - c. MSBU Assessment Study and Report - **\$4,000**
 - Assessment will be in relation to "Option #4" as outlined in the previously transmitted "McClure/Shirley Preliminary Drainage and Feasibility Study" and "Plantation Hill Overflow Analysis and Feasibility Study".
 - MSBU will be based on a 7 year pay back with assessment at 5% interest.
 - Fee model will be provided with 2 scenarios/options.
 1. 100% of costs assigned to affected properties.
 2. 60% of costs assigned to affected properties and 40% assigned to the City.

This scope does not include detailed construction documents which we anticipate to be part of the next possible phase of services.

All other meetings, plan revisions/preparation, and/or client requests not included within this proposal shall be subject to the hourly rates as described herein.

Please call if you have any questions. If this outline is acceptable, please sign the attached Agreement for Professional Services.

Sincerely,



Michael Lynch, P.E.
Project Manager



Glenn P. Halstead, P.E.
President

Terms and Conditions

Engineer of Record (ER) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, the ER will have access to the site for activities necessary for the performance of the services. The ER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Construction Phase Services – NOT PART OF SCOPE OF THIS PROPOSAL

Though not covered under the basic services, jhi will provide any of the following services at the agreed stipulated hourly rates, when requested by the client.

- Contributing jhi resources to assist the Owner/Contractor in coordinating with County inspection dates and times. In addition, any effort/assistance with permitting agencies that may be required by jhi during the construction and/or certification process that arises due to actions taken by either the Owner and/or Contractor.
- Review of alternate material choices and/or design changes made to the Approved Construction Plans.
- Tracking the Contractor's schedule.
- Design changes requested by the Owner to the Approved Construction Plans.
- Assisting/Aiding the Contractor with scheduling issues. Including items such as consideration of alternate materials due to procurement times, material availability, and/or material cost.
- Three (3) or more as-built reviews needed as a result of actions taken by the Contractor and/or Surveyor.
- Additional site visits required due to failed testing results or scheduled inspections that were delayed at an hourly rate as listed in the schedule of rates on page 2 of this proposal.
- Coordination with utility companies beyond the interpretation of the plans, such as assisting the scheduling of utility installation.
- Any efforts covered under the basic construction phase services that are extended due to an extension in the contract construction time, with the exception of suspended contracts.
- Any additional meetings and/or site visits requested that are beyond those described in the basic services.
- Other efforts requested by the Client that are in accordance with jhi principles of business.

May 17, 2016

Mr. Vernon Prather
City of Gulf Breeze
1010 Shoreline Drive
Gulf Breeze, FL 32561

RE: Plantation Hill Overflow Analysis and Feasibility Study

Dear Mr. Prather,

The intent of this report is to outline our findings and opinion of feasibility for the construction of an overflow discharge system and the expansion of the Plantation Hill stormwater management facility which serves the adjacent ±55-acre watershed which includes the Plantation Hill neighborhood and the adjacent Andrew's Institute. This report is supplemental to our previously submitted "McClure/Shirley Preliminary Drainage and Feasibility Study" which is referenced herein.

Existing Plantation Hill Stormwater Management System Description

Per the "As-Built" survey by Ruben Surveying and Mapping dated September 25, 2014 the existing stormwater management facility contains approximately 340,000 ft³ of storage capacity. Storage within this facility is provided from pond bottom elevation of 6' up to edge of bank at approximately 12'. Per survey, at elevation 9.14' there is a 15" pipe that provides overflow drainage from the pond. This overflow is connected to a piping system that generally flows northeast towards another stormwater management facility located on the east side of James River Road. It was communicated to jhi by the City of Gulf Breeze staff that in periods of intense and/or sustained rainfall this facility can overtop its banks and, as such, has asked that we evaluate the feasibility of providing another overflow pipe to further aid in the drainage of this facility. In addition, the City has also asked jhi to evaluate the impacts of increasing the stormwater management facility size to provide greater storage capacity and attenuation.

It should also be noted that from jhi's experience working on the Andrew's Institute project we have knowledge that there is an additional overflow drainage pipe that provides relief for the Andrew's Institute and, conversely, the Plantation Hill stormwater management facility. The impacts of this pipe are not known at this time and should be studied further as the Plantation Hill project moves forward.

Increased Stormwater Management Facility Volume

Based on the approximate area for the increased stormwater management facility per a sketch provided by the City of Gulf Breeze along with the CAD file previously provided for the McClure/Shirley project we have determined that it may be possible to increase the existing facilities storage capacity by approximately 142,000 ft³ or approximately 42%. Based on discussions with the City regarding the condition of the proposed area of expansion it appears that impacts to the surrounding area would be minimal. Cost considerations for grading operations, material haul off, and final stabilization could be expected to be approximately \$200,000.

Additional Discharge Pipe

This piping system would consist of approximately 500' of reinforced concrete pipe (RCP) draining from the northwest corner of the expanded stormwater management facility at an invert elevation of $\pm 8.8'$. It should be noted that this discharge elevation is only accurate if the facility is expanded and additional volume is provided. This elevation provides a minimum of 1" of runoff treatment for the ± 45 -acre basin but would need to be raised if the pond expansion is not performed. The pipe would flow west towards Middle Plantation Lane, within an existing drainage easement, and then northwest to Joachim Drive where it would connect to the proposed system considered in the McClure/Shirley report at either elevation $\pm 6.8'$ or $\pm 5.3'$ depending on the configuration utilized for the McClure/Shirley system.

Several options of differing pipe sizes were considered for the new Plantation Hill overflow pipe. For each option a hydraulic model was created to review the capacity of the pipes in relation to the corresponding McClure/Shirley option. Those results are outlined as follows:

Option 1

The first option considered in the McClure/Shirley report was for the installation of a 24" piping system which discharged at elevation 5' at the downstream wetland area. Since this option was limited to 24" pipe the Plantation Hill pipe would also be limited to this size. Based on a tie-in elevation of $\pm 6.8'$, the capacity of the 24" pipe discharging from the Plantation Hill facility is ± 14.6 cfs; however, in this scenario the McClure/Shirley system has a maximum discharge capacity of ± 7.5 cfs which would limit the flow of the Plantation Hill pipe. For comparison, a 2-year storm discharges approximately 125 cfs for the ± 55 -acre basin.

Our opinion of probable cost (OPC) for this drainage system would be approximately \$125,000 or \$250 per foot of pipe. This price includes pipes, structures, trenching/bedding, demolition and rebuilding of roadway, some utility coordination, design and construction contingency. This price does not include the \pm \$200,000 for the stormwater management facility expansion previously discussed.

Option 2

The second option considered in the McClure/Shirley report was for the installation of a 24" piping system which discharged at elevation 0' at the downstream wetland area. Since this option was limited to 24" pipe the Plantation Hill pipe would also be limited to this size. The only difference with this option from Option 1 is that the tie-in elevation is lowered to approximately 5.3' which in turn increases the Plantation Hill pipes slope and capacity. The capacity of the 24" Plantation Hill pipe is approximately 19.2 cfs; however, in this scenario the McClure/Shirley system has a maximum discharge of ± 13 cfs which would limit the flow. Again, for comparison, a 2-year storm discharges approximately 125 cfs for the ± 55 -acre basin.

Our OPC for this drainage system would be approximately the same as in Option 1 at \$125,000 or \$250 per foot of pipe. This price also includes pipes, structures, trenching/bedding, demolition and rebuilding of roadway, some utility coordination, design and construction contingency. This price does not include the \pm \$200,000 for the stormwater management facility expansion previously discussed.

Option 3

The third option considered in the McClure/Shirley report was to maximize the drainage capacity by increasing the pipe diameters to a maximum size allowable by the available cover while also being limited to a 60" pipe size. As in Option 1, this piping system discharged at elevation 5' at the downstream wetland area. Although the downstream pipe sizes were much larger, due to cover restrictions, the Plantation Hill piping system was limited to 36" pipes. Based on a tie-in elevation of approximately 6.8', the capacity of the 36" pipe discharging from the Plantation Hill facility is approximately 36.7 cfs. Again, for comparison, a 2-year storm discharges approximately 125 cfs for the ±55-acre basin.

Our OPC for this drainage system would be approximately \$160,000 or \$330 per foot of pipe. This price includes pipes, structures, trenching/bedding, demolition and rebuilding of roadway, some utility coordination, design and construction contingency. This price does not include the ± \$200,000 for the stormwater management facility expansion previously discussed.

Option 4

The fourth and final option considered in the McClure/Shirley report was essentially the same as Option 3 except that the discharge elevation was lowered to 0'. Due to the same cover restrictions as in Option 3 the Plantation Hill piping system was limited to 36" pipes. Based on a tie-in elevation of approximately 5.3', the capacity of the Plantation Hill system was approximately 55.7 cfs. Again, for comparison, a 2-year storm discharges approximately 125 cfs for the ±55-acre basin.

Our OPC for this drainage system would be approximately the same as in Option 3 at \$160,000 or \$330 per foot of pipe. This price includes pipes, structures, trenching/bedding, demolition and rebuilding of roadway, some utility coordination, design and construction contingency. This price does not include the ± \$200,000 for the stormwater management facility expansion previously discussed.

Additional Comments

Due to the presence of the existing drainage easement in the location where the proposed Plantation Hill piping system would run, it is our opinion that minimal impacts to the surrounding areas should be expected for the pipes installation. However, it should also be understood that connecting the Plantation Hill system to the proposed McClure/Shirley system will reduce the ability of the McClure/Shirley system to provide relief for the focus area in that report. Although capacity of the system remains the same, the source of the runoff is from separate systems so an overall negative impact to the McClure/Shirley system should be expected from what was originally reported. Further study, which was outside the scope of this report, would be required to provide greater detail as to these impacts. One possible solution to this issue would be to provide a separate dedicated piping system parallel to the McClure/Shirley system to convey the additional Plantation Hill discharge to the downstream wetland area. Although this would be more costly there would be some "per foot" cost savings attributed to the overlap budget items such as trenching/bedding, excavation, and roadway demo and replacement.

Mr. Vernon Prather
5/17/2016

Attachments provided within this report for reference include:

- "As-Built" survey by Ruben Surveying and Mapping provided by the City (2 sheets)
- Plantation Hill stormwater management facility expansion and overflow discharge pipe location sketch provided by the City.
- Plantation Hill Basin Map
- Plantation Hill Drainage Exhibit
- Original "McClure/Shirley Preliminary Drainage and Feasibility Study"

Limitations

The basis for the opinion of probable cost is conceptual in nature and represents a potentially feasible concept based on the limited information available at this stage of the project. The concepts provided do not represent the results of a detailed analysis. The prepared estimate is a "snapshot in time" and the reliability of this OPC will degrade over time. The engineer has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting construction costs. Jehle-Halstead, Inc. does not make any warranty, promise, guarantee, or represent, either expressed or implied, that proposals, bids, and project construction costs will not vary substantially from the OPC. This analysis has been prepared for the exclusive use of the City of Gulf Breeze and other members of the design/construction team for the specific project discussed within this document.

This analysis has been prepared in accordance with generally accepted local engineering practices; no other warranty is expressed or implied.

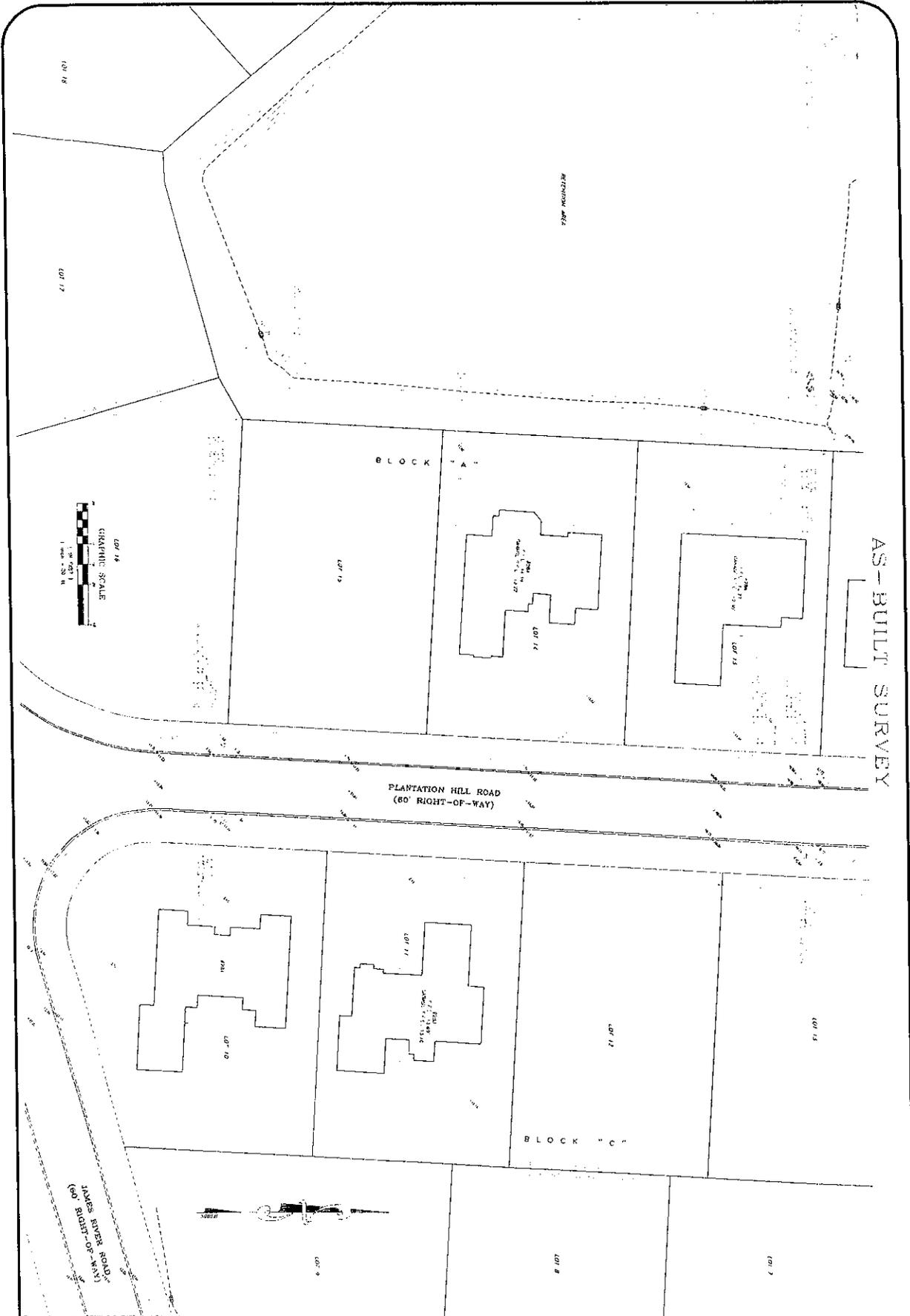
As the project progresses and more detailed information is obtained, project cost projections can be further refined.

Please let me know if you have any questions.

Sincerely,



Michael Lynch, P.E.
Project Manager



AS-BUILT SURVEY

AS-BUILT SURVEY CITY OF CHIEF BREZZE - EAST DISTRICT STORM DRAINAGE STUDY A PORTION OF SECTION 4 TOWNSHIP 2 SOUTH RANGE 78 WEST STATE OF MISSISSIPPI		JOB NO. 15512-14	FIELD DATE 07/25/14	FIELD BOUND. 454 345 225 0 530 4 37 145 635 2 20 170	PAGE 28 OF 28 28 OF 28 28 OF 28		NOT FOR CONSTRUCTION CONSULT THE ORIGINAL PLANS FOR ALL DIMENSIONS SURVEY AND MAPPING	NO.	DATE	APPROVED BY	POSITION	SHEET NO. 01 OF 01 (1-28)
SCALE 1" = 20'	DRAWN BY JNC/CPA	PARTY CHIEF CALVIN/CPA/CPA	APPROVED P.P.	ENCLOSURE(S) 1/1	NO.			DATE	APPROVED BY	POSITION		





City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie A. Guyer, City Clerk 

Date: 07/08/16

Subject: Florida Department of Law Enforcement (FDLE) Byrne Memorial Justice Assistance Grant

Each year the Florida Department of Law Enforcement sets aside an amount of money from the Edward Byrne Memorial Justice Assistance Grant (JAG). The Santa Rosa County Commissioners serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The funds received from this program are used to pay overtime for the Santa Rosa Countywide Task Force program. In order for the Countywide Task Force Program to receive the funds, the units of government in each county (Milton and Gulf Breeze) must provide in writing their support of how the funds are used. The City of Gulf Breeze does benefit from the investigations by Santa Rosa County and our personnel would be paid overtime from the program should they work with the Task Force.

For fiscal year 2016/2017 FDLE has set aside \$46,888 for use by all units of government in Santa Rosa County. As we have done in the past, a letter has been drafted approving the use of those funds for the Santa Rosa County 2016/2017 Countywide Task Force Program.

Santa Rosa County has this item on their agenda for approval at their July 11th Commission meeting.

Recommendation:

That the City Council approve the distribution \$46,888 of Federal Fiscal Year 2016 Edward Byrne Memorial JAG Program funds to be used for the Santa Rosa County 2016/2017 Countywide Task Force program and approve the Mayor to sign the letter.



City of Gulf Breeze

OFFICE OF THE MAYOR

July 8, 2016

Ms. Petrina T. Herring
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring,

In compliance with State of Florida Rule *11D-9*, F.A.C., the City of Gulf Breeze approves the distribution of \$46,888.00 of Federal Fiscal Year 2016/2017 Edward Byrne Memorial JAG Program funds for the following project with Santa Rosa County.

<u>Subgrantee</u>	<u>Title of Project</u>	<u>Dollar Amount</u>
Santa Rosa Board of County Commissioners	2016/2017 Countywide Task Force	\$46,888.00

Sincerely,

Matt E. Dannheisser
Mayor, City of Gulf Breeze



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

June 22, 2016

Honorable Lane Lynchard
Chairman
Santa Rosa County Board of Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
JAG Countywide – State Solicitation

Dear Chairman Lynchard:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2016 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$46,888 funds for use by all units of government within Santa Rosa County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions
JAG-Countywide Project Timeline
JAG-Countywide Application Checklist
Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating to several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach consensus concerning expenditure of these funds. This consensus must be documented in writing and include the projects to be implemented, the amounts allocated to each project and the agency responsible for such implementation. This process will require an individual to be designated to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as liaison between the Department's grants office and subrecipient(s) to ensure all reports, documentation, and timelines are adhered to in accordance with the agreement(s).

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

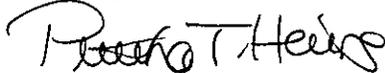
Honorable Lane Lynchard
June 22, 2016
Page Two

The enclosed Certificate of Participation form requests the identification of the County Coordinator. Please complete this form and return it to the address below by July 11, 2016. Once confirmed, the Department will forward additional information regarding the application process and FDLE's online grant management system to the coordinator.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

We look forward to working with you. Please contact me or JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding this program.

Sincerely,



Petrina Tuttle Herring
Bureau Chief

PTH/ps

Enclosures

cc: Mayors in Santa Rosa County
Law Enforcement Agencies in Santa Rosa County
Current JAG Project Directors in Santa Rosa County



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

June 22, 2016

Honorable Lane Lynchard
Chairman
Santa Rosa County Board of Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
JAG Countywide – State Solicitation

Dear Chairman Lynchard:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2016 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$46,888 funds for use by all units of government within Santa Rosa County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions
JAG-Countywide Project Timeline
JAG-Countywide Application Checklist
Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating to several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach consensus concerning expenditure of these funds. This consensus must be documented in writing and include the projects to be implemented, the amounts allocated to each project and the agency responsible for such implementation. This process will require an individual to be designated to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as liaison between the Department's grants office and subrecipient(s) to ensure all reports, documentation, and timelines are adhered to in accordance with the agreement(s).

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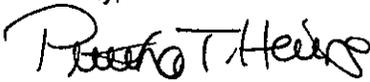
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Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

We look forward to working with you. Please contact me or JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding this program.

Sincerely,



Petrina Tuttle Herring
Bureau Chief

PTH/ps

Enclosures

cc: Mayors in Santa Rosa County
Law Enforcement Agencies in Santa Rosa County
Current JAG Project Directors in Santa Rosa County



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

**Federal Fiscal Year 2016
Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

JAG-Countywide

**Program Announcement
Application Instructions
Important Pre- and Post-award Dates
Application Checklist**

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JAG-C Program Announcement

Introduction

The State of Florida, Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice (USDOJ) for \$11,351,298 for the Edward Byrne Memorial Justice Assistance Grant (JAG). FDLE will distribute JAG-Countywide (JAG-C) local share funds in accordance with the JAG-C distribution provisions of Chapter 11D-9, Florida Administrative Code. This announcement is to notify eligible applicants of program requirements. Please note this Program Announcement includes information from the USDOJ relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

Eligible Applicants

Units of local government are eligible to receive subawards from FDLE. "Units of local government" means any city, county, town, township, borough, parish, village, or other general-purpose political subdivision of a State and includes Native American Tribes that perform law enforcement functions as determined by the Secretary of the Interior.

Program Strategy, Purposes and Coordination Efforts

The Office of Criminal Justice Grants (OCJG) administers the JAG Program for the State of Florida. The JAG Program replaced the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees and allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. Traditionally, under the Byrne Formula and LLEBG Programs, funds were distributed 60/40 between state and local recipients. This distribution continues under JAG. FDLE has designated the 60% funding awarded to the State of Florida as JAG Countywide, which has a variable pass through requirement to locals. The 40% funding designated for units of local government receiving awards of \$10,000 or less, passed through the State of Florida, is referred to as the Florida JAG Direct. It is possible for a unit of government to receive funding under both JAG Countywide and Florida JAG Direct. This program announcement is for the JAG Countywide funds. The Florida JAG Direct funds will be announced once JAG Countywide is complete.

Each county is allocated a sum of money for use by all local governments within the county. This amount is determined through a funding algorithm established in the administrative rule. Chapter 11D-9, Florida Administrative Code, requires that units of government in each county reach consensus concerning the expenditure of these funds, including projects to be implemented and the agency responsible for such implementation.

Maximum coordination is required to meet this program requirement, and the Department requests the county board of commissioners to serve as the coordinating unit for all local governments within the county. The Chairman of the Board of County Commissioners in each county is notified and is requested to return to the Department a statement of certification indicating the county's willingness to serve. This certification must be returned within 10 business days from the date of receipt of notification. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

Furthermore, FDLE requires that units of government in each county reach consensus concerning the expenditure of the JAG funds, including the projects to be implemented and the agency responsible for such implementation. Each county must document this consensus by submitting letters from at least 51 percent of the units of government which also represent at least 51 percent of the population located in said county. This process to determine use of federal funds should incorporate strategic planning, and each recipient is encouraged to appoint a Substance Abuse and Violent Crime Policy Advisory Board. The membership of this advisory board shall include, at a minimum, the following persons or their authorized designee: Chief Circuit Judge, State Attorney, Public Defender, Sheriff, Chief of Police of each municipality within the county or a Chief of Police designated by those Chiefs of Police as their representative, Jail Administrator, Clerk of the Court, Superintendent of Education and a representative of local drug treatment programs. An existing Board or Council whose membership includes the listed representatives may be utilized in lieu of appointing a new Board or Council.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

1. Law enforcement programs;
2. Prosecution and court programs;
3. Prevention and education programs;
4. Corrections and community corrections programs;
5. Drug treatment and enforcement programs;
6. Planning, evaluation, and technology improvement programs; and
7. Crime victim and witness programs.

Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding. However, please limit each application for funding to one program type, for example, equipment purchase, task force, crime prevention, school resource officer, prevention education, drug treatment, domestic violence.

DOJ/Bureau of Justice Assistance (BJA) Priorities

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

1. Improving the quantity and quality of evidence OJP generates
2. Integrating evidence into program, practice, and policy decisions within OJP and the field
3. Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA wishes to ensure that recipients are aware of several areas of national focus and priority and to encourage recipients to maximize the effective use of JAG funds. The following is a list of key priorities:

Reducing Gun Violence

Gun violence has touched every state, county, city, town, and tribal government in America. In an effort to address this continuing need, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal Background

Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

Recidivism Reduction, Pretrial Reform and Justice System

Realignment

In this time of fiscal austerity, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 27 states in addition to many local governments, are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's Ten Principles of a Public Defense Delivery System.)

Improving Mental Health

Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services.

Length of Award

JAG-Countywide awards are typically for a period not to exceed twelve months beginning on October 1 and ending on September 30.

Distribution of Funds

Grant funds are distributed on a cost reimbursement basis for satisfactory performance of eligible activities. Requests for reimbursement can be submitted on a monthly or quarterly basis and should include total expenditures for the period reflected. Reimbursements will be processed in conjunction with receipt of programmatic performance reports to determine successful completion of minimum performance deliverables as specified in the agreement.

Application Access and Deadline

Applications must be submitted via the FDLE Subgrant Information Management Online grant management system (SIMON) by **August 26, 2016**. In addition, please mail two hard copies of the application with original signature pages to FDLE by **August 31, 2016**.

Registration Requirements

To apply for JAG funds in SIMON, an organization and its users must be registered in SIMON, have a Data Universal Numbering System (DUNS) number as required by OJP, and be registered with the U.S. Federal Government's System for Award Management (SAM.gov).

JAG Requirements

Compliance with applicable federal laws

Applicants for JAG subawards are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies," (meaning those that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with the Department of Homeland Security (DHS) officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if DOJ Office of Justice Programs receives information that indicates an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds or suspension and debarment.

Costs Associated with Language Assistance

Costs of taking reasonable steps to provide meaningful access to grant funded services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate. Please refer to DOJ's Civil Rights Compliance section or FDLE's JAG Standard Conditions for additional information.

Body Armor

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/Pages/welcome.aspx>.

To use JAG funds for bulletproof vests, the agency must certify that a written "mandatory wear" policy is in effect. FAQs for the mandatory wear policy and certifications can be found at <https://www.bja.gov/Funding/JAGFAQ.pdf>. This policy must be in place for all uniformed officers before any JAG funding can be used for vests. A sample policy is available from OCJG.

JAG funds may not be used to meet the 50% match requirement for the Bulletproof Vest Program.

Body-Worn Camera (BWC) purchases

JAG funds may be used for body worn camera programs to purchase equipment or to implement or enhance BWC programs. Subrecipients wishing to use JAG funds for BWC programs must certify the law enforcement agency receiving the funds have policies and procedures in place relating to equipment use, data storage, privacy, victims, access, disclosure and training.

Any subrecipient wishing to use JAG funds for BWC related expenses that do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by OCJG and DOJ Bureau of Justice Assistance. Information regarding BWC policies, resources, and best practices can be found at <https://www.bja.gov/bwc>.

JAG funds may be used to meet the 50% match requirement for the State of Florida 2016-17 Body Worn Cameras Grant Program.

Law Enforcement Agency Training Information

Any law enforcement agency receiving a subaward for JAG funding must submit performance accountability metrics data SIMON related to training on use of force, racial and ethnic bias, de-escalation of conflict and constructive

engagement with the public that officers have received. These metrics will be collected by FDLE's grants office and reported to BJA's Performance Management Tool (PMT). Information regarding these accountability measures may be found at <http://www.bjaperformancetools.org/help/jagdocs.html>.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG funds will be used for DNA testing of evidentiary materials, any resulting eligible profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior written approval from FDLE's grants office and BJA.

Interoperable Communications

Subrecipients utilizing FY16 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet-protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review the FY 2016 SAFECOM Guidance. Additionally, all communications equipment purchased with grant award funding should be identified during performance metrics reporting.

To promote information sharing and enable interoperability among disparate systems across the justice and public safety community, subrecipients are required to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this grant. Subgrantees shall document planned approaches to information sharing and describe compliance to the Global Standards Package (GSP) and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Prohibited Uses & Controlled Expenditures

JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety.

JAG funds may not be used to supplant state or local funds; this includes overtime pay, uniforms, clothing allowances, etc. for a given activity.

Controlled Expenditures

Items listed below are strictly prohibited and cannot be approved for JAG programs under any circumstances as per Executive Order 13688 on Federal Support for Local Law Equipment Acquisition:

1. Tracked armored vehicles
2. Weaponized aircraft, vessels and vehicles of any kind
3. Firearms and/or ammunition with a caliber of .50 or higher
4. Grenade launchers
5. Bayonets
6. Camouflage Uniforms (digital pattern) - woodland and desert patterns are allowable based on operational needs. Camouflage may not be worn in urban or populous areas.

Under extraordinary and exigent circumstances, the USDOJ, Bureau of Justice Assistance (BJA) may allow the following items to be procured with JAG funds so long as prior approval is obtained from BJA:

1. Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicle (UAV)- to utilize JAG funds for UAS, UA, and/or UAV purchases award recipients must adhere to the UAS Guidance found here: <https://www.bja.gov/Publications/BJA-UAS-Guidance.pdf>
2. Armored Vehicles (wheeled)
3. Command and/or Control Vehicles (bus, recreational vehicle, etc.)*
4. *Boats

5. *Tactical and/or passenger SUVs, vans, trucks, and sedans (excluding SUVs and sedans that are used for police patrol)
6. Manned aircraft, fixed and/or rotary wing
7. Specialized firearms and ammunition under .50 caliber (excludes firearms/ammunition for routine duties)
8. Breaching Apparatus (battering ram or similar entry device)
9. Riot helmets, shields and/or batons (excluding service-issued telescopic or fixed length straight batons)
10. Explosives and pyrotechnics
11. Luxury items and real estate
12. Construction Projects (other than penal/correctional institutions)
13. *Segway, ATV, and golf cart (non-police patrol)

* Controlled Expenditure request is required if the vehicle is not being used in the ordinary course by police forces in the United States for patrol activities. Additionally, Segway's, ATVs and golf carts never require a controlled expenditure request in states which do not require licensing and registration for those vehicle types.

If an agency wishes to use JAG funds for a controlled item and/or project at the time of application, the agency must submit a letter with their application. The letter must be on their agency's letterhead, from the chief official, should be addressed to the FDLE OCJG Bureau Chief and address or include an enclosure with all elements outlined in the JAG controlled expenditures justification template. For a list of controlled expenditures and the 11 elements that must be addressed in the letter, please click here: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.

Costs Requiring Pre-Approval

Vehicles

The purchase of vehicles (other than police cruisers as defined above) requires pre-approval from BJA. This requirement pertains to trucks and all other non-SUV specialty vehicles. Before allowing a vehicle purchase, BJA must determine that "extraordinary and exigent circumstances exist that make the use of funds to purchase the vehicle essential to the maintenance of public safety and good order." (JAG FAQ: <https://www.bja.gov/Funding/JAGFAQ.pdf>).

A separate letter must be submitted with the application describing the type of vehicle requested, the need for this type of vehicle, the purchase amount, and how it will be used for project activities. The letter should also explain why the agency is unable to purchase the vehicle with other funds and identify potential consequences if the request is not approved.

Note: Segway's, golf carts, ATVs, bicycles, etc. do not require pre-approval from BJA as long as the mode of transportation does not require state licensing or registration.

Methamphetamine Mitigation Plans

Any program that funds any portion of methamphetamine laboratory operations or clean-up must complete a Meth Mitigation Plan that includes the nine protective measures or components required by BJA. If an agency's application requests costs related to meth lab operations, review the Standard Condition, "Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories" and the BJA website related to NEPA compliance (including in relation to meth labs) (www.bja.gov/Funding/nepa.html); then please contact FDLE's Office of Criminal Justice Grants for further assistance.

Publications and Other Media

All media created or published using federal grant funds must be reviewed and approved by FDLE and/or BJA prior to release or distribution. This includes any curricula, training materials, brochures, or other written materials that will be published, including web-based materials and web site content, as well as all audio or video materials, including Public Service Announcements. Grant recipients must submit a draft of each proposed item to OCJG no later than thirty (30) days prior to the targeted dissemination date. For items containing videos, a transcript may be provided with screenshots or a description of the visual portion.

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice."

This requirement does not apply to the purchase or reproduction of existing materials or items created by other agencies or vendors, for example, crime prevention brochures. This requirement also does not apply to items that serve only to advertise an event or the availability of services. If in doubt as to whether this requirement applies to your project, please contact FDLE's grant's office.

NEPA

Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence posts, security or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the Standard Condition related to NEPA and the section of the BJA web site related to NEPA compliance (www.bja.gov/Funding/nepa.html); then contact FDLE's grant's office for assistance.

Sole Source

If any proposed costs will be sole source to a single vendor, a sole source justification must be maintained on file. For sole source procurement over the federal acquisition threshold of \$150,000, pre-approval must be obtained by both FDLE and DOJ. Recipients should submit the Sole Source Justification Form with the application or as soon as the procurement method is known.

Automated Data Processing (ADP) Equipment

Agencies requesting to purchase ADP equipment that exceed \$150,000, you must complete an ADP Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval Form and enclose this form with the project application. See the section on Automated Data Processing (ADP) Equipment in the Certifications section of Creating an Application below.

Civil Rights Requirements

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
2. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
3. Subrecipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subrecipients, with FDLE, or with the Office for Civil Rights and how to do so.
4. Equal Employment Opportunity Plans
 - a. A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subrecipients or implementing agency, and must be available for review or audit.
 - b. If the subrecipients or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit the EEO plan to the

Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

- c. To prepare an EEOP, please visit the OCR website at www.ojp.usdoj.gov/about/ocr/eeop.htm. The website contains an automated on-line EEOP Short Form for preparing a plan that provides screen-by-screen prompts to complete the plan. All new EEOPs must be completed using the on-line short form. Recipient of JAG Countywide funds from FDLE are considered a "subrecipient." For subrecipients, the Short Form will ask for two grant numbers. The grant number at the top of the screen is the application number from SIMON. For grants that have already been awarded, use the subaward number (for example, 2999-JAGC-CNTY-99-Q9-999). For current applications and any others that have not yet been awarded, use the application reference number (for example, 2999-JAGC-999). The grant number on the bottom half of the screen is FDLE's federal grant number from USDOJ. Please contact OCJG for this number.
- d. A subrecipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees, if it does not receive any single award of \$25,000 or more from the Department of Justice, or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe.
- e. All subrecipients and implementing agencies must also submit an EEO Certification to FDLE.
- f. The subrecipients and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- g. In the event a Federal or State court, or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- h. In accordance with federal civil rights laws, the subrecipients shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- i. Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subaward recipient.
- j. If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or emailed to fdlecomments@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- k. The subrecipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.
- l. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission based on the nature of the complaint.
- m. Americans with Disabilities Act
Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the

civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

o. **Equal Treatment for Faith Based Organizations**

The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Grant recipients must be able to document compliance with each of these requirements at the time of monitoring. Please contact OCJG with questions about how these requirements relate to a grant project or about the specific documentation that will be required.

State and Federal Transparency

Subaward agreements and information supplied to the Office of Criminal Justice Grants for grant management and payment purposes will be used to report to the following mandatory state and federal transparency systems.

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Florida Accountability and Contract Tracking System (FACTS)

The Florida Legislature amended Section 215.985, F.S., making the Department of Financial Services (DFS) responsible for the development and maintenance of a contract reporting system, the Florida Accountability Contract Tracking System (FACTS). State law requires all agreements (contracts, purchase orders and grants for state or federal financial assistance) to be placed in this transparency system.

FDLE will provide all subaward agreements from SIMON to the FACTS system, including original contract and amendment document images. The following excerpt from F.S. 215.985 provides information for the specific information required to be provided to FACTS.

The Chief Financial Officer shall establish and maintain a secure contract tracking system available for viewing and downloading by the public through a secure website. The Chief Financial Officer shall use appropriate Internet security measures to ensure that no person has the ability to alter or modify records available on the website.

1. Within 30 calendar days after executing a contract, each state entity shall post the following information relating to the contract on the contract tracking system:
 - a. The names of the contracting entities.
 - b. The procurement method.
 - c. The contract beginning and ending dates.
 - d. The nature or type of the commodities or services purchased.
 - e. Applicable contract unit prices and deliverables.
 - f. Total compensation to be paid or received under the contract.

- g. All payments made to the contractor to date.
 - h. Applicable contract performance measures.
 - i. If a competitive solicitation was not used to procure the goods or services, the justification of such action, including citation to a statutory exemption or exception from competitive solicitation, if any.
 - j. Electronic copies of the contract and procurement documents that have been redacted to exclude confidential or exempt information.
2. Within 30 calendar days after an amendment to an existing contract, the state entity that is a party to the contract must update the information described in paragraph (a) in the contract tracking system. An amendment to a contract includes, but is not limited to, a renewal, termination, or extension of the contract or a modification of the terms of the contract.
 3. By January 1, 2014, each state entity shall post to the contract tracking system the information required in paragraph (a) for each existing contract that was executed before July 1, 2013, with payment from state funds made after June 30, 2013.
 4. Records made available on the contract tracking system may not reveal information made confidential or exempt by law.

Exemption from FACTS

The SIMON grant management system allows for partial or complete contract exemption from FACTS for those agreements containing information exempt from public records. Please contact OCJG for additional information, to determine whether an agreement would be exempt, and the process and documentation required for exemption.

Performance Management Tool (PMT)

BJA maintains the Performance Management Tool (PMT) online system for reporting performance data for subaward agreements.

Performance Measures

The subrecipient must include in the application an indication of the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the application may include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the award has a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the program. See OMB Uniform Grant Guidance (2 CFR Part 200) 200.76 and 200.77.

Creating the Application

Failure to follow these instructions and submit all required information will result in the application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Applications will be submitted via FDLE's online grants management system, SIMON, which can be accessed at <http://simon.fdle.state.fl.us>. This website also includes a Help section containing a detailed user manual and frequently asked questions for some of the SIMON related tasks. Please read this manual before beginning the application process in SIMON.

Due to the time involved in processing and approving user accounts and organization(s) requests, it is imperative that applicants complete the following steps as soon as possible. (If the agency already has a user account and the organizations subrecipient and implementing agency already exist in SIMON, please disregard Steps 1 and 2).

Step 1: USERNAMES

Any member of a subaward agency working on the grant who does not already have a SIMON user account should create one by clicking "Register" on the front page of SIMON and completing the associated request form. Users will then receive an email containing the SIMON username and password. These are computer generated, and only the person whose email address appears in the request will receive the username and password.

Step 2: ORGANIZATION

If your subrecipient and your implementing agency organizations are not already in the system, they must now be entered. Please note that a Data Universal Numbering System (DUNS) number is required to complete this step. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. To obtain a free DUNS number call Dun and Bradstreet at (866) 705-5711 or apply online at <http://fedgov.dnb.com/webform/displayHomePage.do>.

The subrecipient must also have an active registration with the U.S. Federal Government's System for Award Management (SAM), formerly known as the Central Contractor Registration (CCR) System. Please visit <https://www.sam.gov> to register or update/reactivate the organization's information. The application will not be awarded until this step has been completed.

Step 3: CREATING THE APPLICATION

The person who creates the application is the Application Manager and can modify/submit all tasks in SIMON regarding this application. Please review the position roles that are in SIMON (spreadsheet on Page 19 of user manual). More than one person can edit a module of an application by being assigned a role by the Application Manager. When a user who is not the Application Manager opens a transaction, the user will need to click the "Lock Transaction for Editing" button on the screen, make and save changes, and then click "Unlock Transaction" button. (The reason for locking and unlocking a transaction is further explained in the user manual.) Please review the spreadsheet carefully to understand which roles are able to perform specific tasks. Financial transactions are electronically signed and must be submitted by a Chief Financial Officer or designee. Please be sure to assign the appropriate roles to all necessary financial staff in SIMON.

The application consists of four main components: Administration, Project Overview, Performance, and Financial. The on-line user manual provides detailed instructions for completing the application. The following information will provide additional guidance to troubleshoot some of the most frequent problems.

****When entering data into SIMON, remember to SAVE the information on EACH screen****

Failure to submit required Program information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Project Overview

General Project Information

1. **Project Title**. Enter a short, descriptive project title. The initial project title will remain the same throughout the subaward period. If this application is a continuation of a previous year project, the project title should not change.
2. **Subaward Period**. The typical subaward has a start date of October 1 and is for a period not to exceed twelve (12) months.

Problem Identification

The problem identification is a brief description of the problem addressed with the subaward funds. Be aware this text entry area is limited to approximately 7,000 characters and does not have spell check or special formatting; therefore, we recommend information first be entered into a word processing program and then copied into SIMON.

Please be aware that when pasting information into SIMON some characters may convert to symbols. It is important to review the information placed into each section for accuracy prior to submitting the application.

Be sure to address the following items:

1. **Problem Description**. What is the problem to which the project is responding? Define the problem as it relates to the program area under which funds are being sought. Be concise, avoid redundancy, but give enough detail to allow the reviewer to understand the problem.
2. **Problem Significance**. Why is this problem significant to the subrecipient? Identify who is affected by the problem including the specific types of individuals who contribute to and/or who are negatively affected by the problem. Write for an audience that knows nothing about the problem and explain why it is important that the proposed project address this problem at this time.
3. **Needs Assessment**. Identify the current scope of the problem. Support your problem statement(s) with factual information. Use both quantitative and descriptive data that relates to the specific geographic area(s) and problem. If this is a new subaward, highlight identified unmet needs the project will address this year. If this is a continuation of a pre-existing subaward, provide a brief summary of project accomplishments in meeting identified needs to date.

Project Summary (Scope of Work)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be aware that this text entry area is limited to approximately 7,000 characters and does not have spell check or special formatting; therefore, we recommend information first be entered into a word processing program and then copied into SIMON.

Be sure to address any of the following items that are relevant to your project:

1. What will the project accomplish?
2. Who will receive services? (Participants must be involved with the criminal justice system.)
3. Who will provide services?
4. What other agencies will participate? For a multijurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
5. If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
6. State what documentation will be provided to document deliverables.
7. Do not use brand or model names or include quantities or dollar amounts.

8. Give a general description of cost covered by grant funds.
9. Answer all section questions.

Technology Related Projects

Subawards that may involve technology related projects, information sharing initiatives, or other projects that would result in the local system connecting to or interfacing with the state or national enforcement network must include the following statement in the Project Summary/Scope of Work:

"This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point of Contact. By utilizing funds for this project, the subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06."

Administration

Officials/Contact

The Chief Officials and Chief Financial Officers are filled automatically based on organization data. To modify these individuals, please consult the user manual, Chapter 7. A Project Director must be assigned by selecting the "Assign Role" button. If the decision is made to divide tasks, select the "Assign Role" button and assign other contact positions. If an individual is assigned as the subrecipient or implementing agency chief official designee, written documentation of signature authority for that person must be on file and available for review at monitoring.

Financial

General Financial Info

Financial reports may be submitted monthly or quarterly and are due within **30 days** after the end of the reporting period. **Receipt of funds will be contingent on timely reporting.**

Project Budget, Budget Status

1. When entering information under Financial, Project Budget, the CALCULATE button and the SAVE button must be clicked for the changes to be permanent; clicking the SAVE button without first calculating will not save the changes.
2. Please show all funds budgeted to the next highest dollar; do not include cents. (Example, show \$4,505.25 as \$4,506.) **Since match dollars are not required, please leave the match amounts at zero.**
3. The amounts in the Budget Categories must match the amounts in the Budget Narrative.

Project Budget, Budget Narrative

1. General Instructions
 - a. You must briefly describe the budget categories requested. Be aware that this text entry area is limited to approximately 9,000 characters.
 - b. If the budget includes services based on unit costs, in the space provided under Financial Section Questions, be sure to provide a definition and cost for each service and to describe the basis for unit costs and to state when the basis was established or updated.

- c. The Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay (OCO), Indirect Costs). A category title and a subtotal for each category in the budget narrative must be identified, as well as the total project costs.
- d. Describe the line items in each applicable budget category for which the application is requesting subaward funding. Provide sufficient detail to show cost relationships to project activities. Do not use model/brand names.
- e. Do not allocate or include as a cost any item approved or requested on another federally financed program.
- f. Federal funds may not supplant state or local funds; this includes overtime pay for a given activity. For additional guidance, please refer to the USDOJ Financial Guide at <http://ojp.gov/financialguide/DOJ/>
- g. If actual project costs will exceed the available grant funding, make a statement that the subrecipient will cover all costs in excess of the amount available.

2. Required Criteria for Documenting Allowable Project Costs

- a. Costs are necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out a subrecipient's overall responsibilities.
- b. Costs are authorized by Federal Code or Florida Statutes or local laws and regulations are in effect at the time subaward is awarded.
- c. Costs are treated consistently with policies, regulations, and procedures that apply uniformly to other subrecipient activities.
- d. Costs reflect the net of all applicable credits. Applicable credits means receipts or reduction of expenditure transactions that offset or reduce expense items. Applicable credits may include purchase discounts, rebates or allowances, recoveries or indemnities on losses, sales of publications, etc. Applicable credits may also occur when the subrecipient or implementing agency receives federal funds from sources other than this subaward to finance operations or capital items.

3. Budget Categories

- a. **Salaries and Benefits-** Funds used to support payment of salaries and benefits to government employees dedicated to project activities.
- b. Positions created with subaward funds must be in excess of the current number of appropriated positions in the implementing agency. If Salaries and Benefits are included in the budget cost as actual costs for staff in the implementing agency, is there a net personnel increase or a continued net personnel increase from the initial year? If no, state that no benefits will be charged to the grant. If yes, please list number and title of position and type of benefits. Be sure to answer the Financial Section Question about net personnel increase.
- c. For full and part time positions, list the number and type of positions and the salary for each position (do not give names of individuals in the positions funded). State what percentage of the position's salary will be charged to the grant. If the position was grant-funded in a prior year, the percentage of the position's salary funded cannot exceed the percentage paid for the same position in prior years with grant funds.
- d. For each position, include the following statement in the Budget Narrative: "This position will work XX% of time on project and the grant will pay for XX% of the salary/benefits."
- e. If the grant will pay for less than 100% of the salary and benefits for a position that is working 100% of its time on the grant, include one of the following statements in addition to the statement

required in #3 above:

- i. The grant will be charged at 100% of salaries and benefits until all funds budgeted for the position are expended. The agency will continue to fund the position through the end of the grant period.
 - ii. The grant will be charged at XX% for each reporting period for the life of the grant.
- f. If the position will spend 100% of its time on grant-related activities, regardless of the percentage of costs to be reimbursed by the grant, the subrecipient will be required to submit a Certification for Employees Working Solely on a Single Federal Award every six months and at closeout.
 - g. For overtime, list the types of positions that will be paid overtime, the estimated number of hours to be worked and estimated rate of pay.
 - h. For all positions, including overtime, list all benefits to be paid by type (such as retirement, health insurance, social security). For overtime, do not include any benefits that are paid in full on the individual's straight-time salary. If no benefits will be paid, state "No benefits will be charged to the grant" in the Budget Narrative.
 - i. The Project Summary should include a brief description, for all grant-funded positions, that clearly identifies the work related to the project.
 - j. Pay and benefits cannot be increased because of federal monies. Employees are to be paid their actual regular hourly rate / overtime hourly rate not the estimated amount reflected on the approved budget narrative. Benefits claimed can only be what are normally claimed for position(s) in the approved budget.

Contractual Services- Funds paid to an individual, organization, or other unit of government for specified services provided under terms of the contract between the subrecipient and the contract provider. Briefly describe how these services will be procured. The contract must include, by reference, the Standard Conditions section of the Subaward Application. Project contractual services must comply with the following requirements:

1. Local units of government must use their respective rules and regulations. In the absence of local rules and regulations, or if state regulations are more restrictive, state regulations must be used as a guide.
2. If the relationship with the service provider is contractual, describe the procurement process (competitive bids or sole source). If sole source procurement is used, review the information regarding Sole Source Justification under Certifications in this document.
3. Arrangements with individuals must ensure that dual compensation is not involved; the contractual arrangement is written, formal, proper and otherwise consistent with the subrecipient's usual practices for obtaining such services; time and services for which payment will be made and rates of compensation will be supported by adequate documentation; and transportation and subsistence costs for travel performed are at an identified rate consistent with the subrecipient's general travel reimbursement practices.
4. Arrangements with other government units must ensure that work or services claimed for reimbursement are directly and exclusively devoted to subaward purposes and charged at rates not in excess of actual costs to the contractor government agency.
5. Compensation for consultants employed by state and local governments will only be allowed when units of government will not provide their services without cost. In these cases, the rate of compensation must not exceed the daily rate paid by the unit of government.
6. Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the market place. Federal regulations provide that the maximum rate for each consultant is \$650 (excluding travel and subsistence costs) for an eight-hour day. An eight-hour day may include preparation, evaluation and travel time in addition to time required for actual performance.

A request for compensation for over \$650 a day requires prior approval and additional justification. Consultants hired through a competitive bidding process, not sole source, the \$650 threshold does not apply.

7. Contractors must not appear on the federal government's Excluded Parties list (<https://www.sam.gov>).

If the service provider is a non-profit organization and being reimbursed from the Subrecipient/Implementing Agency, the budget narrative should reflect **unit costs** or **unit rates** for each service provided, not Salary and Benefits, Expenses, Operating Capital Outlay or Indirect Costs. If the grant will pass through funds to a county or city other than the subrecipient or implementing agency, please call your grant manager for instruction regarding which costs may be charged directly and which must be unit costs.

Expenses- Funds paid for expenses necessary for project activities.

1. Expenditures should be assigned to Expenses or Operating Capital Outlay (OCO) based on the subrecipient's or the implementing agency's established policy. If the organization does not have an established policy, the State policy applies to the subaward. The State policy is that Expense items are consumable, expendable items that have a unit cost less than \$1,000 and/or a useful life of less than one (1) year.
2. Itemize all expense items for purchase. Any items not specifically listed in the budget will be disallowed.
3. Do not use the terms "such as," "etc." or "misc." Do not use brand or model names.
4. All expense items must contribute directly to the project requesting funding and not be used for routine agency operations.
5. Allowable expense costs include:
 - a. Advertising for personnel recruiting and competitive bidding.
 - b. Printing and reproduction. Describe items to be printed and/or reproduced.
 - c. Rental of staff offices and conference space.
 - d. Communications expenses should be itemized (communications may include telephones, cell phones, pagers and related service charges, air cards and internet access including wireless service).
 - e. Publicity. List purpose and types of media.
 - f. Office supplies such as paper products, pens, paperclips, and printer cartridges. For office supplies only, you may say, "For example . . ." and give a representative list; you do not have to list all office supplies for purchase.
 - g. Postage and shipping fees.
 - h. Office equipment or furniture. List all items for purchase; for instance, desks, chairs, filing cabinets, bookcases, printers, fax machines, and shredders.
 - i. Registration or tuition fees for conferences or training seminars and related travel expenses and travel related to field trips. All trips must be specifically identified in the budget with as much information as is available. If the location or dates of an event are unknown, give the name and purpose of the event. All travel must clearly relate to the program requesting funding. List all travel expenses for funding on the grant, such as lodging, per diem, meals, airfare, rental vehicle, mileage, and incidental expenses.
 - j. Travel and Training costs (food and/or beverages for meetings, conferences, training, or other events are NOT allowable).

- k. Confidential Funds. Prior to expenditure of confidential funds, the subrecipient must submit an executed Confidential Funds Certification Form.
 - l. Vehicle expenses. Itemize by type (such as gas, oil changes, other routine maintenance, and repairs).
 - m. Utility expenses. Itemize by type of service.
 - n. Computer equipment and accessories below your OCO threshold. List all associated items for purchase including printers. These items may be requested as computer and associated peripheral equipment, including printers and monitors, if required to purchase separately.
 - o. Travel and Training Costs.
6. See above for pre-approval requirements related to vehicles, body armor/bulletproof vests, meth mitigation plans, publications and other media, NEPA, sole source purchases and automated data processing equipment.

Operating Capital Outlay (OCO) or Equipment- Funds paid for equipment necessary for project activities.

- 1. Expenditures should be assigned to Expenses or OCO based on the subrecipient's or the implementing agency's established policy. If the organization does not have an established policy, the State policy applies to the subaward. The State policy is that OCO includes equipment and other non-consumable, non-expendable items that have a unit cost of \$1,000 or more and/or a useful life of more than one (1) year. Please identify the threshold for OCO items in the Financial Section Questions.
- 2. Itemize all OCO items for purchase and give a cost per item. NOTE: All radios (mobile or hand-held) must be P25 compliant.

Indirect Costs- Costs that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project.

- 1. If indirect cost is included in the budget, please indicate the basis for the plan (for example, percentage of salaries and benefits) in the space provided under Financial Section Questions.
- 2. Submit a copy of the current approved indirect cost plan, with the project application and provide documentation of the appropriate approval of this plan. The approval must be from the federal cognizant agency.
- 3. State agencies must have prior approval of their indirect cost plan from a cognizant federal agency.
- 4. The OCJG reserves the right to deny reimbursement of subaward indirect costs.
- 5. Guidelines for calculating Indirect Cost
 - a. If the Indirect Cost is 3.4%, figured on a total federal dollar amount of \$75,000, use the following calculation:

$$\$75,000 / 1.034 = \$72,533.85 \text{ then}$$

$$\$72,533.85 \times 0.034 = \$2,466.15, \text{ the allowable Indirect Cost.}$$
 - b. If the Indirect Cost is based on Salaries and Benefits, the calculation will only be against the Salaries and Benefits budget category.
 - c. Answer all Section Questions.

Failure to submit required financial information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Performance

Please review the JAG Performance Information document carefully. Performance reports will be due within **15 days** after the end of the reporting period. **Receipt of funds will be contingent on timely reporting.**

Federal and State Purpose Areas

1. Choose **ONLY** one Federal Purpose Area for the project.
2. Choose as many State Purpose Areas as fit the project beginning with **State Purpose Area 1G-General Questions** that is required for all projects.
 - a. State Purpose Area 1G requires a description of anticipated program accomplishments or benefits. Please ensure that you provide a thorough description that ties clearly to the Project Summary (Scope of Work) and also details how accomplishments will be measured, documented, etc.
3. All State purpose areas must have the dollar amount that will be allocated to that area. All areas added together will equal the total award amount.

Objectives and Measures

1. For each State Purpose Area selected, choose as many objectives and measures as fit the project. The objectives are based on mandatory federal performance metrics and provide information that FDLE must report to USDOJ. You will report your progress in achieving objectives on a quarterly basis.
2. Purpose Areas, Objectives, and Measures selected must be appropriate for the proposed project. For specific information about purpose areas, objectives, and measures, please refer to the JAG Performance Information document.

Failure to submit required Performance information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Standard Conditions

The standard conditions are the conditions of agreement requiring compliance by units of local government (subrecipients), implementing agencies and state agencies upon signed acceptance of the subaward. It is imperative that all persons involved with or having administrative responsibility for this subaward read the Standard Conditions. Copies of this section of the application must be returned as part of the completed application. Failure to comply with provisions of this agreement may result in project costs being disallowed.

Certifications

Equal Employment Opportunity (EEO) Certifications

All subrecipients and implementing agencies must comply with the EEO requirements below. If the implementing agency is included in the subrecipient's EEO Certification and/or plan, no further documentation is required. If the implementing agency is not included in the subrecipient's EEO Certification and/or plan, a separate certification and/or plan must be submitted. Usually, a police department will be included in the city's plan, but a sheriff's office will not be included in the county's plan. Those subrecipients unclear whether their agency is included should contact their respective Human Resource department.

1. All subrecipients and implementing agencies must submit a signed EEO Certification form. Submit the certification to OCJG with the application. Do not send the certification to USDOJ as instructed on the form.
2. When completing the certification form, be sure to provide all information requested in the top portion, including the recipient's name and address, subrecipient of OJP funding, law enforcement agency, and DUNS number. The contact person listed should be someone who is knowledgeable about your grant. The form

must be signed by the chief official or designee or by other appropriate staff such as a Human Resources or Personnel Director or an EEO Coordinator.

3. Any subrecipient or implementing agency that is applying for an award of less than \$25,000 and that has no current USDOJ awards of \$25,000 or more, regardless of the number of employees, should complete the top portion and Section A of the form and mark the box indicating receiving an award of less than \$25,000.
4. Any subrecipient or implementing agency that is applying for an award, regardless of the monetary amount, that has fewer than 50 employees should complete the top portion and Section A of the form and mark the box indicating having under 50 employees.
5. Any subrecipient or implementing agency that currently has or is applying for an award of at least \$25,000 but under \$500,000 and that has 50 employees or more must prepare an on-line EEOP Short Form and should complete the top portion and Section B of the form.
6. Any subrecipient or implementing agency that currently has or is applying for a single award of over \$500,000 and that has 50 employees or more must prepare an on-line EEOP Short Form and submit it to OCR for review and approval and should complete the top portion and Section C of the form. A copy of the letter approving the EEOP must be submitted to OCJG with the application.
7. If you need to prepare an EEOP, visit the OCR website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. On the website is an automated on-line EEOP Short Form for preparing your plan that prompts you screen-by-screen to complete the plan. All new EEOP's must be completed using the on-line short form. You are a Subrecipient for grants that you receive from FDLE. For subrecipients, the Short Form will ask for two grant numbers. The grant number at the top of the screen is your application number from SIMON. For grants that have already been awarded, use your subaward number (for example, 2999-JAGC-CNTY-99-Q9-999). For your current application and any others that have not yet been awarded, use your application reference number (for example, 2999-JAGC-999). The grant number on the bottom half of the screen is FDLE's federal grant number from USDOJ. Contact your grant manager for this number.

Sole Source Justification

If the project requires a purchase of services or equipment from a sole source, you must complete the Sole Source Justification for Services and Equipment Form. The authorized official for the subrecipient or the implementing agency must sign this form. If the cost exceeds \$150,000, pre-approval by OCJG is required. Submit the signed form with your application. If the cost is below \$150,000, keep the form on file for review at an on-site monitoring visit. Sole Source purchases under \$150,000 must be stated as such in the application, and sufficient detail must be provided in order to determine that the purchase is eligible.

If the subrecipient is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

Automated Data Processing (ADP) Equipment

Automated Data Processing (ADP) Equipment means general purpose commercially available, mass produced automated data processing components and equipment systems created from them regardless of use, size, capacity or price. Components and systems are designed to be applied to the solution or processing of a variety of problems or applications and are not specifically designed (not configured) for any specific application.

If you plan to purchase ADP equipment and the cost exceeds \$150,000, you must complete an ADP Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval Form and enclose this form with the project application. ADP equipment costs are limited to costs dedicated to project activities. The authorized official for the subrecipient or the implementing agency must sign this form.

For further clarification, refer to the Financial Guide, USDOJ Common Rule for States and Local Governments and the federal Office of Management and Budget's Circulars A-21, A-87, A-110, and A-102, as applicable, in their entirety.

Confidential Funds Certification

Bulletproof Vest Certification

Body Worn Camera Certification

Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements State agencies only

Signature Page

In the spaces provided, enter the typed information, as identified on the form, for both the subrecipient and the implementing agency.

Each application must be signed by:

1. Subrecipient authorizing official who is the chief officer or elected official of the subrecipient (head of state agency, chairman of county commission, mayor of city, chief of Indian tribe).
2. Implementing agency authorizing official who is the chief officer or head of the government agency responsible for implementing the project.

When a chief officer or elected official of a subrecipient or implementing agency designates some other staff person signature authority for him/her, the chief officer or elected official must submit to FDLE a letter or resolution indicating the person given signature authority. The chief officer or elected official and the person receiving signature authority must both sign the letter indicating delegation of signature authority. The letter must also clearly identify which authority is being delegated.

The subrecipient must notify FDLE in a timely manner if there are any changes in signature authority during the grant period. Once the grant is awarded, most grant documents will be submitted electronically. To update the officials in SIMON or to designate an individual with signature authority, follow the instructions in the user manual or contact the SIMON helpdesk.

Corrections (strike-through, whiteout, etc.) on the signature page will not be accepted.

Submit two original signature pages for each application. If you submit only one original signature page, you will not receive an original back for your file.

Step 4: SUBMITTING THE APPLICATION

Please reference the attached application checklist and timeline.

Before you submit your application in SIMON, print out a copy of your application, signature pages, Standard Conditions, and any required certifications. The application must be submitted on-line **no later than August 26, 2016, at 5:00 PM, EDT.**

REMINDER: When copying information into SIMON from another program or document, some characters may convert to symbols. It is important to review the information placed into each section for accuracy prior to submitting the application.

While FDLE is striving to create a paperless grants management system, for the time being hard copies are still required. The following documentation should be submitted to FDLE **no later than August 31, 2016.**

1. Two complete copies of the application, both with original signatures.
2. EEO Certifications or USDOJ approval letters.
3. Any of the following that apply to your project:
 - a. Sole Source Justification Form
 - b. ADP Form
 - c. Certifications Regarding Lobbying

- d. Confidential Funds Certifications
- e. Signature Authority letter/resolution
- f. Bulletproof Vest Certification
- g. Body Worn Camera Certification

Failure to submit required documentation will delay award or result in the attachment of a withholding of funds special condition at the time of award.

Contact Information

Our office is available for any assistance needed Monday through Friday, 8:00 a.m. – 5:00 p.m. EDT by calling (850) 617-1250 and ask to speak with your county's grant manager.

For issues relating to SIMON, please ask for the SIMON Help Desk; otherwise, contact your grant manager or Senior Management Analyst Supervisor Randy Smyth.

FFY 2016 JAG-C Project Timeline

Application Timeline

June 10, 2016	Florida received final state JAG appropriation from U.S. Department of Justice
June 22, 2016	Funding notifications with anticipated county allocations mailed to Board of County Commissioners with copies provided to Sheriffs, Mayors, Police Chiefs, University Police Chiefs and Project Directors. BOCC requested to assign a County Coordinator and respond in writing to FDLE.
July 11, 2016	BOCC deadline to respond to Office of Criminal Justice Grants (OCJG) with Certification of Participation and designation of County Coordinator.
Ongoing	Upon receipt of BOCC COP and County Coordinator designation, OCJG provides County Coordinator with application information. County coordinator to forward information to all application managers in their respective counties.
July 31, 2016	Deadline for County Coordinators to submit required 51% letters to OCJG advising of applications that will be submitted from agencies within their respective counties.
August 26, 2016	Deadline for all applications to be submitted in SIMON.
August 31, 2016	Deadline for hard copies of applications with original signatures and any additional certifications/forms to be received by OCJG.
October 1, 2016	Start date for most JAG-C funded projects

Important Post-Award Dates and Timeline

for projects with October 1, 2016 start date

Subrecipients requesting quarterly reimbursement must submit quarterly performance reports.

Subrecipients requesting monthly reimbursement must submit monthly performance reports.

Programmatic Performance reports are due in SIMON no later than 15 days after the end of the reporting period (month or quarter).

Project expenditure reports are due in SIMON no later than 30 days after the end of the reporting period (month or quarter).

December 1, 2016	Deadline for subrecipients to provide OCJG with a letter explaining the status and reason for delay of any projects not operational. JAG Standard Conditions require projects to be operational within 60 days of original start date.
December 29, 2016	Deadline for subrecipients to provide OCJG with a second letter explaining the status and reason for delay of any projects not operational. JAG Standard Conditions require projects that are not operational within 90 days be reviewed by the Department for termination of agreement and reallocation of funding.
August 31, 2017	Deadline for processing final grant adjustments in SIMON for most JAGC subawards, within 30 days of end of grant period.
October 15, 2017	Financial closeout due in SIMON, no later than 45 days after end of grant period.

FFY 2016 JAG-C SIMON Application Checklist

Overall Grant Application

- Does your agency have an active DUNS number?
- Is your SAM.gov registration current/active?
- Have you and applicable grant staff read the Standard Conditions that apply to JAG subgrants?
- Have you obtained a properly signed EEO certification and/or EEO plan as applicable to your grant?
- Did you include any additional forms required, such as sole source, confidential funds, bulletproof vest certification, signature authority, task force agreement, etc.?
- Are all sections of the grant complete and does the application designate a Project Direct with knowledge of program goals/objectives, performance and expenditure requirements, record keeping and overall grant management coordination?

Problem Identification

- Does the problem identification clearly describe a need/issue required to be addressed with grant funds, including the scope of the problem and who is affected by the need/issue?
- Is there information describing the repercussions or impact if the need is not met?
- If this is a continuation from a pre-existing subgrant, does this section provide a brief summary of project accomplishments that have been achieved, or needs that have been met, to date?

Project Summary (Scope of Work)

- Does the scope of work sufficiently describe the goals and objectives of the project? How will the problem identified in the previous section be addressed with this subgrant?
- Does this section identify what the project will accomplish?
- Does this section identify who will receive services and/or who will provide services?
- Does this section identify standards, such as the quantity of activities/services or a minimum level of service to be performed?
- Does this section provide a breakdown of the deliverables that will be received?
- Does this section identify how deliverables will be accounted for and documented for performance reports? (i.e. criteria for successful completion, how service providers will be managed and held accountable during the grant period, etc.)
- For equipment purchases, does this section describe the equipment to be purchased, how it will be used in project operations, and how the purchase of the item(s) will address the problem identified in the previous section?

Financial / Budget

If the budget contains Salaries/Benefits:

- Is the salary rate (hourly, biweekly, annually, etc.) provided with total # of hours, weeks, etc.?
- If overtime, does the narrative provide estimated number of hours with rate of pay?
- Are the benefits clearly defined and include rate, cost or percentage?
- Does the narrative contain a statement of the percentage the position is paid from grant funds?
- Does the narrative contain the percentage of time the position will work on grant funded activities?
- Does the narrative contain information for the percentage the grant will be charged for each reporting period?
- Does the narrative provide a brief description on how the position(s) being funded from the grant will accomplish grant activities?

If the budget contains Contractual Services:

- Does the budget clearly describe the activities each party will be contracted to perform?
- Does the narrative identify costs per service(s) rendered?
- Are unit costs clearly defined with supporting information in the Section Questions for Application Section #4: Financial?
- Does the narrative identify deliverables or documentation required to initiate payment?
- If contractual services contain consultant rates in excess of \$650 per day, does the application contain the additional request (letter) for approval of consultant rates?
- Does the narrative provide a brief description on how the services being procured will be used to accomplish grant activities?

If the budget contains Expenses:

- Does the budget list all the items that will be purchased and provide approximate costs for each?
- If the purchase is a bundle, does the budget list the items included in bundle?
(i.e. if purchasing a computer is it a laptop or desktop, does it include docking station and/or peripherals? If so, which ones?)
- Does the narrative provide a brief description on how the purchase of these items will assist the project or be used toward accomplishing grant activities?

If the budget contains Operating Capital Outlay (OCO):

- Does the budget list each item to be purchased and provide the cost per item? If the item(s) purchased are included in a bundle or package, please detail what is included in the bundle.
- Are shipping, handling, warranty, and/or maintenance costs included and listed in the budget (if applicable)?
- If not already described in the Scope of Work, does the narrative provide an explanation on how the item(s) will be used to accomplish project activities?
- If warranty is included in the purchase, does the budget ensure grant funds will only be used for up to the first year of maintenance and only for dates within the approved grant period?

If the budget contains Indirect Costs:

- Is an Indirect Cost Plan included, as approved by the cognizant agency?



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Nathan G. Ford, ^{NF}Assistant to City Manager

Date: 06/28/2016

Subject: Rejection of Responses to Request for Proposals for Demolition of 1198 Gulf Breeze Parkway

On January 21, 2016, Staff opened responses to the Request for Proposals (RFP) for building demolition, asbestos abatement, and debris removal for the property located at 1198 Gulf Breeze Parkway (the "Peyton Building").

During the time the RFP was out for bid, the City received an offer from a local physicians' group to purchase the Peyton Building. While negotiating the sale of the property, the City did not award the above bid pending the outcome of the negotiations.

The City entered into a Contract for Sale and Purchase on May 17, 2016, with J.G. Buehler & Company, Inc. The closing will take place following the "Inspection Period" which ends on July 1, 2016.

As a result of the pending sale of the property, I recommend that the City Council exercise its right to reject all proposals and notify the companies of this decision. Attached hereto is a draft of a letter we propose to send.

RECOMMENDATION: That the City Council reject all proposals received in response to the Request for Proposals for demolition of the building located at 1198 Gulf Breeze Parkway.

850.934.5153 • FAX 850.934.5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640



City of Gulf Breeze

(Date)

(Addressee)

RE: Request for Proposals for Building Demolition at 1198 Gulf Breeze Parkway

Dear Sir:

Thank you for your interest in and response to the City's Request for Proposals (RFP) for building demolition, asbestos abatement, and debris removal for the building located at 1198 Gulf Breeze Parkway.

The City received an offer to purchase the building during the time the RFP was out for bid. We entered into a Contract for Sale and Purchase on May 17, 2016. In light of the sale of the building, we are rejecting all proposals relative to this RFP.

On behalf of the City of Gulf Breeze I want to thank you again for your interest and the time spent responding to the Request for Proposals. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Nathan G. Ford
Assistant to the City Manager

NF:sdl

City of Gulf Breeze, Florida



Request for Proposals

Building Demolition, Asbestos Abatement and Debris Removal 1198 Gulf Breeze Parkway Gulf Breeze, Florida 32561

The City of Gulf Breeze, Florida (the City) is accepting sealed proposals from qualified firms for the demolition of a 7,138 SF commercial building located at 1198 Gulf Breeze Parkway, Gulf Breeze, Florida 32561. The proposed work also includes asbestos removal, removal of all debris from the site, and site restoration. Please see the project requirements below for detailed information. The successful Respondent (Contractor) will be required to provide a certificate of insurance verifying both general liability and workers compensation insurance coverage.

The RFP is available at www.cityofgulfbreeze.us/request-for-proposals/ or by contacting Curt Carver, Deputy City Manager at ccarver@gulfbreezefl.gov. All sealed proposals must be in writing and delivered by hand, Fed Ex, UPS, or mail to the Office of the City Clerk, City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and must be received by 10:00 AM, January 21, 2016. The responses will be publicly opened at this time. Only responses received by the stated time and date will be considered. Responses received after the opening deadline will be rejected and returned to the submitter.

All responses shall be sealed and clearly labeled **“Building Demolition and Asbestos Removal”** and addressed to: City of Gulf Breeze, Attn: City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. Proposals are to be typed on the firm’s letterhead, specifically referring to the project and the scope of services, containing all required information. Submittals shall include one (1) original and four (4) copies of the response.

Questions concerning this request should be in writing and directed to:

Curt Carver
Deputy City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
ccarver@gulfbreezefl.gov

The City reserves the right: (1) to accept or reject any and/or all proposals either in whole or in part; (2) to waive any and all technicalities and to waive any defect in a bid which does not materially alter the specifications; and (3) to make such awards which best suit the needs of the City of Gulf Breeze. The City reserves the right to select the proposal that best fits the requirements of the City, enter into contract negotiations, and/or request revised proposals from the recommended Respondent. If the City and the recommended or selected Respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Respondent. This process will continue until a contract acceptable to the City has been executed or all selected proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

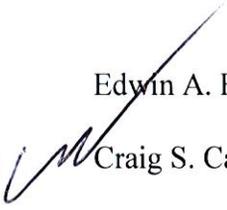
The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: July 7, 2016

SUBJECT: CRA DESIGN STANDARDS EXEMPTIONS

As you are aware, the City Council recently granted a variance that waived the Community Redevelopment Area (CRA) Design Standards (Standards) to Mateer Properties, LLC for a proposed professional office building in the Baybridge Subdivision (Subdivision). The Subdivision was platted and approved in the 80's as a mixed-use development with a preapproved architectural style defined by deed and covenants. The preapproved style runs contrary to the City's Standards that were adopted in the mid 00's. It was determined in the variance hearing that a building that met the Standards would look out of place. Further, the City Council directed staff to modify the Standards so that no similar type development in a preapproved subdivision would have to go through the variance process.

Based on the City Council's direction, staff is recommending that the following language be added to Chapter 26, Article I, Section 26-2 of the City's Land Development Code (LDC):

- (d) New buildings, additions, renovations and remodels in existing subdivisions shall be exempt from the design standards contained in this chapter provided the following conditions are met:
1. The subdivision has an established architectural style that has been formally approved by the City;
 2. The location of the building is within the boundary of the subdivision;
 3. The dimensions and shape of the building, addition, renovation and remodel shall be consistent with the existing buildings located in the subdivision;
 4. The artistic design and color scheme of the building, addition, renovation and remodel shall be consistent with the existing buildings located in the subdivision;

5. If the subdivision is destroyed or abandoned, the exemption provided in this subsection becomes null and void.

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT AN ORDINANCE THAT WOULD ADD THE AFOREMENTIONED LANGUAGE TO CHAPTER 26, ARTICLE I, SECTION 26-2 OF THE CITY'S LDC.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: 7/7/2016

Subject: Board Vacancies

Due to recent vacancies the following board appointments are needed:

Development Review Board

The DRB has two (2) year terms with a two consecutive term limitation. At this time we have four board members who have met their term limitations. The four members will continue to serve on the board until new members can be appointed.

The DRB is also in need of two alternate board members. The DRB is a very active board and it is very important to have alternates available to attend the meetings when regular board members are unable to attend.

Board of Adjustment

The Board of Adjustment currently has one (1) board member vacancy. Mrs. Samantha Rine resigned effective June 30th as she and her family are relocating to Texas. In addition, the BOA is in need of two alternate board members.

City Staff will begin soliciting volunteers to fill these positions by placing an ad in the local newspaper, advertising on our Facebook page and the City website. We would like to have these positions filled no later than September 1st.

A list of the City's current boards and members serving on each board is attached for your review.

CITY BOARD LIST

BOARD OF ADJUSTMENT				
Three (3) Year Terms with Two consecutive term limitations				
Name	1 st Term Start	1 st Term End	2 nd Term Start	2 nd Term Date
Bruce DeMotts	May 2012	2015	2015	2018
Karen Thompson	April 2014	2017	2017	2019
Conor Grace	April 2014	2017	2017	2019
Lee Brown	April 2014	2017	2017	2019
Bob Wilson	Nov 18 2013	2016	2016	2018
Ben Zimmern	September 2015			
DEVELOPMENT REVIEW BOARD				
Two (2) Year Terms with Two consecutive term limitations				
Name	1 st Term Start	1 st Term End	2 nd Term Start	2 nd Term End Date
Joe Henderson	Jan 2015	2017		
Laverne Baker	May 2012	2014	2014	2016
Bill Clark	May 2012	2014	2014	2016
Maggie Thorp	April 2014	2016	2016	2018
Ramsey Landry	Feb 2011	2013	2013	2015
George Williams	Feb 2011	2013	2013	2015
John Adams	January 2016	2018	2018	2020

SOUTH SANTA ROSA UTILITY BOARD	
<i>Two (2) Year Terms no term limitations</i>	
Name	Term Start
Otto Prochaska	Jan 2010
Mayor Pro Tem Henderson	Dec 2010
Thomas Naile	Jan 2010
Terry Mills	Jan 2010
Mark Meister	Feb 2011
Bill Stanford	Mar 4 2013
Mayor Dannheisser	Jan 2015
Robert Davies	July 6 2015
Wes Dannreuther	Oct 19 2015
ARCHITECTURAL REVIEW BOARD	
<i>Two (2) Year Terms no term limitations</i>	
Name	1 st Term Start
Tim Hoffman	July 2009
David Alsop	July 2009
Bill Graves	July 2009
Deborah Cederquist	Feb 2010
Joe Henderson	Jan 2015
Britton Stamps	July 2009
Alan Bell	May 2012