

**GULF BREEZE CITY COUNCIL**  
**REGULAR MEETING AGENDA**

**JULY 18, 2016**  
**MONDAY, 6:30 P.M.**  
**COUNCIL CHAMBERS**

1. **ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

July 5, 2016, Workshop  
July 5, 2016, Regular meeting  
July 5, 2016, CRA meeting

3. **PROCLAMATIONS AND PRESENTATIONS**

None

4. **RESOLUTIONS AND ORDINANCES**

- |                      |   |
|----------------------|---|
| Resolution No. 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                                       |
| 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                                    |
| 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 |
| Resolution 19-16     | Authorizing the Mayor to execute deed transferring Wayside Park Property to the State of Florida Department of Transportation   |
| Resolution 20-16     | Authorizing the Mayor to execute a temporary easement for the purpose of construction of new Pensacola Bay Bridge   |

5. **CONSENT AGENDA ITEMS\***

- A. Approval of a Special Events Application for "Prayer Walk for Our City" on September 11, 2016
- B. 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
- C. Rejection of all proposals received in response to the Request for Proposal for demolition of 1198 Gulf Breeze Parkway
- D. 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
- E. Approval of Assignment of Contract between the City of Gulf Breeze and J.G. Buehler & Company, Inc. for the purchase of 1198 Gulf Breeze Parkway

*\*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.*

6. **ACTION AGENDA ITEMS:**

- A. Approval of Stormwater Task Force recommendation for engineering services to prepare a drainage study and special assessment for the Plantation Hill Basin Project

7. **NEW ITEMS**

8. **INFORMATION ITEMS**

9. **PUBLIC FORUM**

10. **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.*

MINUTES OF A WORKSHOP OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

The Gulf Breeze City Council met in a workshop on Tuesday, July 5, 2016, at 5:30 p.m., at Gulf Breeze City Hall.

The following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

Item 1: Tiger Point Golf Course

Gene Garrote and Rick Wolfe addressed the City Council and answered questions. Mr. Garrote advised that the Capital Improvement Plan would be completed by July 19<sup>th</sup>. The Council asked that they be provided with a six week progress report and the membership survey discussed during the workshop.

Item 2: Pensacola Bay Bridge

Mayor Dannheisser gave a brief overview of the issue regarding transfer of property to the Florida Department of Transportation for construction of the new bridge. Councilman Landfair advised the Council of his conversations with Secretary Barfield. He advised that he negotiated a purchase price in the amount of \$5,900,000. Councilman Landfair presented three options that are available to the Council: 1) do not accept the offer made by the Florida Department of Transportation; 2) enter into the Agreement and negotiate a price at a later date; or 3) enter into the Agreement and accept the \$5,900,000. Councilman Landfair was advised that should the City accept the \$5,900,000, the additional \$3,700,000 would come from local Transportation Planning Organization projects.

Secretary Barfield and Kerrie Harrell with the Florida Department of Transportation addressed the Council and answered questions.

Escambia County Commissioner Grover Robinson addressed the Council and answered questions.

**ADJOURNMENT:** Mayor Dannheisser adjourned the meeting at 7:22 p.m.

---

Stephanie D. Lucas, City Clerk

---

Matt E. Dannheisser, Mayor

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

---

The 1,298<sup>th</sup> Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Tuesday, July 5, 2016, at 7:32 p.m. (The Council meeting was held following a workshop regarding Tiger Point and the Pensacola Bay Bridge.)

**ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:**

Upon call of the roll the following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph B. Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

The City Clerk gave the invocation and led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

Councilman Landfair moved for approval of the June 15, 2016, Budget Workshop minutes. Mayor Pro Tem Henderson seconded. The vote to approve was unanimous.

Mayor Pro Tem Henderson moved for approval of the June 20, 2016, Regular meeting minutes. Councilman Landfair seconded. The vote to approve was unanimous.

**PRESENTATION AND PROCLAMATIONS:**

**PUBLIC HEARING:**

A Public Hearing to seek input for establishing a FEMA Alternate Project in lieu of rebuilding the Tiger Point Course bunkers.

Mayor Dannheisser opened the Public Hearing. The following individuals spoke about FEMA Alternate project: Bob Dunham, 1428 Champions Green Drive, Gulf Breeze; Jim Nelson, 1082 Lionsgate Lane, Gulf Breeze; Peter Harris-Inman, 3583 Laguna Court, Gulf Breeze; and T.J. Emma, 3516 Hillside Avenue, Gulf Breeze. After hearing from the public, the Mayor closed the Public Hearing.

No further action was taken as the purpose of the meeting was to receive input from the public.

**RESOLUTIONS AND ORDINANCES:**

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

PUBLIC HEARING

Ordinance No. 05-16

Deleting Section 9(A) of the Municipal Charter and Amending Section 2-1 of the Code of Ordinances relative to the qualifying deadline for Municipal Elections.

***(SECOND READING AND PUBLIC HEARING)***

The City Clerk read the Ordinance by title. The Mayor opened the Public Hearing. Having received no comments, Mayor Dannheisser closed the Public Hearing.

Mayor Pro Tem Henderson moved for approval of Ordinance No. 05-16. Councilwoman Fitch second. The vote for approval was unanimous.

Resolution No. 15-16

Approving a Plan of Finance for the Lady Lake Senior Living Facility and the Issuance of up to \$46,000,000 in Capital Trust Agency Bonds and Authorizing the Mayor to enter into Amendment No. 68 to Interlocal Agreement

Councilwoman Bookout moved for approval of Resolution No. 15-16. Councilwoman Fitch second. The vote for approval was unanimous.

**CONSENT AGENDA ITEM(S):**

- A. Approval of repair and/or replacement of cameras on City wide surveillance camera system

Reference: Chief of Police memo dated June 17, 2016

Recommendation: That the City Council approve the repair and/or purchase of the surveillance camera equipment and their installation. Funding of this project is to come from the Red Light Camera program.

- B. Approval of funding to continue increased police presence on Gulf Breeze Parkway

Reference: City Manager memo dated June 22, 2016

Recommendation: That the City Council authorize the transfer of \$10,000 from the Red Light Camera fund to sustain the increased police patrol of Gulf Breeze Parkway and the Bay Bridge to the end of the fiscal year.

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

C. Approval to purchase 23 body worn cameras from Watch Guard

Reference: Chief of Police memo dated June 23, 2016

Recommendation: That the City Council authorize the purchase of twenty-three body worn cameras from Watch Guard.

D. Authorization to change traffic signal at the rear of Gulf Breeze High School and the signal in front of Gulf Breeze Middle School on Hwy 98 to flash during extended hours in the Summer

Reference: City Manager memo dated June 23, 2016

Recommendation: That the City Council direct staff to place the signal at the rear of Gulf Breeze High School on flash mode from 6:00 p.m. to 6:00 a.m. and the signal at Gulf Breeze Middle School and Gulf Breeze Parkway on flash mode from 5:00 p.m. to 6:00 a.m. and 24 hours per day on Saturday and Sunday until the week before the 2016-2017 school year begins

E. Approval of South Santa Rosa Board Recommendations:

3. Centrifuge 12,000 Hour Service

Recommendation: SSRUS Board recommends that the City Council authorize Andritz to perform the 12,000 hour overhaul.

4. Award of Bid for Construction of 300,000 gallon Elevated Reclaim Tank

Recommendation: SSRUS Board recommends that the City Council award the Elevated Reclaim Tank bid to Phoenix Fabricators and Erectors Inc. for \$1,128,906 with North West Florida Water Management District (NFWFMD) Grant funding \$345,500 and the balance of \$783,406 be paid from the South Santa Rosa Utility Service tap fee reserves.

5. Purchase of one (1) Ford Super Duty F-250 Truck

Recommendation: SSRUS Board recommends that the City Council authorize the purchase of one (1) Ford Super Duty F-250 CNG Truck from Hub City Ford

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

- F. Approval to pay invoices 96052 and 96053 for a total of amount of \$5,877.58 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A.

Reference: City Clerk memo dated June 23, 2016

Recommendation: That the City Council approve payment of invoices 96052 and 96053 for a total amount of \$5,877.58 to Smolker, Bartlett, Loeb, Hinds, and Sheppard, P.A.

- G. Approval to pay invoice 331984 in the amount of \$4,133.97 to Galloway /Johnson-Tompkins Burr and Smith (GJTBS)

Reference: City Clerk memo dated June 23, 2016

Recommendation: That the City Council approve payment of invoice no. 331984 in the amount of \$4,133.97 to Galloway/Johnson/Tompkins/Burr and Smith.

Councilman Landfair made a motion to approve consent agenda items A through G. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

**ACTION AGENDA ITEMS:**

- A. Approval of South Santa Rosa Board Recommendations:

1. Soundside/Oak Drive Sewer Improvement Project

Recommendation: SSRUS Board recommends that the City Council authorize the construction and expenditure of the estimated \$206,896 to be paid from the South Santa Rosa Utility Service tap fee reserves to construct approximately 7,200' of 4" forcemain on Soundside and Oak Drive, and implement an aid in construction fee of \$828 for each home that connects to the system.

Councilwoman Bookout made a motion to approve the SSRUS Board's recommendation. Councilwoman Fitch seconded. The vote for approval was 3-2 with Mayor Dannheisser and Mayor Pro Tem Henderson dissenting.

2. West Course Front Nine (9) Irrigation Renovation Cost Evaluation

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

Recommendation: SSRUS Board recommends that the City Council authorize staff to prepare a Request for Proposal for irrigation of the West Golf Course.

Councilwoman Fitch made a motion to approve the SSRUS Board's recommendation. Councilwoman Bookout seconded. The vote for approval was unanimous.

B. Discussion of Agreement with the Florida Department of Transportation for Transfer of Right-of-Way and Temporary Construction Easement – Replacement of Pensacola Bay Bridge

Reference: City Manager memo dated June 23, 2016

Councilman Landfair presented three options that are available to the Council: 1) do not accept the offer made by the Florida Department of Transportation; 2) enter into the Agreement and negotiate a price at a later date; or 3) enter into the Agreement and accept the \$5,900,000. He asked Secretary Barfield if there was a possibility for the City to accept the additional sums of money without taking funds from local Transportation Planning Organization projects. Secretary Barfield advised that he spoke with the State Secretary for the Department of Transportation during the break. Secretary Barfield advised that he was authorized to offer \$5,900,000 without impact to the local TPO projects if the City would be willing to extend the temporary construction easement for a seven period of time as opposed to five year. He advised that the offer was only on the table for tonight and the agreement must be signed tonight.

Ed Gray, Executive Director of Capital Trust Agency, was asked to comment about 1) what impact the \$5,900,000 would have upon the City; and 2) his thoughts on the appraisal. Mr. Gray commended the Council for achieving an increase in the purchase price. He discussed the \$2,000,000 McClure drainage project not coming to fruition with the FDOT and stated that now the City would have funds for that stormwater drainage improvement. With regards the appraisal, Mr. Gray stated that there are several ways to appraise the subject property and \$5,900,000 is possibly better than any appraisal the City might receive later.

Jean McPhee, 215 Norwich Drive, Gulf Breeze, spoke with regards to this item. Kerrie Harrell with the Florida Department of Transportation answered questions from the Council regarding Ms. McPhee's concerns.

Councilman Landfair made a motion to accept the Agreement in the amount of \$5,900,000 and to enter into a Temporary Construction Easement for a period of seven years. Additionally,

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

entering into the Agreement is conditioned on Secretary Barfield's statement that the additional \$3,700,000 will not come from local Transportation Planning Organization projects. Councilwoman Fitch seconded. The vote for approval was 4-1 with Mayor Pro Tem Henderson dissenting.

The Mayor suspended the meeting so that the agreement could be executed.

**NEW BUSINESS:**

The City Manager provided the Mayor and City Council with a Joint Defense Agreement by and between the City of Gulf Breeze and U.S. Bank National Association with regards to the 1985 Gulf Breeze Local Government Loan Program litigation. Councilman Landfair made a motion to enter into the agreement. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

**INFORMATION ITEMS:** None

**PUBLIC FORUM:**

Paul Stagner, 3541 Laguna Court, Gulf Breeze, asked the Council if they would entertain selling the Tiger Point Golf Course to private investors. Mayor Dannheisser encouraged him to submit any serious offer.

Billy Hatton, 1062 Harbor Lane, spoke about the condition of the golf course.

Jim Nelson, 1082 Lionsgate Lane, Gulf Breeze, asked the Council not to sell the Clubhouse.

Peter Harris-Inman, 3583 Laguna Court, Gulf Breeze, spoke regarding the conditional use permit at Tiger Point.

Glen Grant, 1118 Harbor Lane, Gulf Breeze, spoke regarding the FEMA Alternate Project.

Don Richards, 1129 Park Lane, Gulf Breeze, spoke regarding the conditional use permit.

**COUNCIL COMMENTS:**

Mayor Pro Tem Henderson said that he looks forward to receiving an offer to purchase the Tiger Point Golf Club.

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

---

Mayor Dannheisser commended Councilman Landfair on orchestrating a successful resolution of the negotiation with the Florida Department of Transportation.

**ADJOURNMENT:** Mayor Dannheisser adjourned the meeting at 8:46 p.m.

---

Stephanie D. Lucas, City Clerk

---

Matt E. Dannheisser, Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE  
COMMUNITY REDEVELOPMENT AGENCY**

---

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Tuesday, July 5, 2016, at 8:27 p.m.

The following members were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph B. Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following:

**CONSENT AGENDA ITEM:\***

- A. Approval to pay invoice 96051 and 96054 in the amount of \$2,245.57 to Smolker, Bartlett, Loeb, Hinds, and Sheppard, P.A.

Reference: City Clerk memo dated June 23, 2016

Recommendation: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Tuesday, July 5, 2016, and authorize payment of invoice 96051 and 96054 in the amount of \$2,245.57 to Smolker, Bartlett, Loeb, Hinds, and Sheppard, P.A.

Councilwoman Fitch made a motion to approve Consent Agenda Item A. Councilman Landfair seconded. The vote for approval was unanimous.

\*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.

**ACTION ITEMS:** None

**INFORMATIONAL ITEMS:** None

**PUBLIC FORUM:** None

**ADJOURNMENT:** Mayor Dannheisser adjourned the meeting at 8:27 p.m.

---

Stephanie D. Lucas, City Clerk

---

Matt E. Dannheisser, Mayor

The Gulf Breeze City Council held an Executive Meeting at Gulf Breeze City Hall on Wednesday, July 13, 2016, at 6:30 p.m.

**ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:**

Upon call of the roll the following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph B. Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

**PROCLAMATIONS AND PRESENTATIONS:**

**Pinning Ceremony**

Chief of Police Robert Randle presented Sergeant Robert Taveirne and Sergeant Tom Roberson with a new badge in recognition of their promotion to the rank of Sergeant

**Swearing in of Police Officer**

Mayor Dannheisser swore in Officer Blaine Weiers to the Gulf Breeze Police Department

**ACTION AGENDA ITEMS**

- A. Approval of a Special Events Application for "Prayer Walk for Our City" on September 11, 2016

Reference: Acting Deputy Chief of Police memo July 6, 2016

The City Manager advised the council that there is a change in staff's recommendation.

Recommendation: That the City Council approve the Special Event Application contingent upon FDOT approval for use of the property and that liability insurance be secured for the event. Councilwoman Fitch made a motion to approve staff's amended recommendation and to place this item onto the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Bookout seconded. The vote for approval was unanimous.

- 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

Reference: City Manager memo dated July 7, 2016

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 Capital Trust Agency Bonds.

Councilwoman Bookout made a motion to approve staff's recommendation and place Resolution 16-18 on the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Fitch seconded. The vote for approval was unanimous.

- 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

Reference: City Manager memo dated July 7, 2016

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 Capital Trust Agency Bonds.

Councilwoman Bookout made a motion to approve staff's recommendation and place Resolution 17-16 on the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Fitch seconded. The vote for approval was unanimous.

- 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

Reference: City Manager memo dated July 7, 2016

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 Capital Trust Agency Bonds.

Councilwoman Fitch made a motion to approve staff's recommendation and place Resolution 18-16 on the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Bookout seconded. The vote for approval was unanimous.

- E. Authorization to prepare two resolutions authorizing the transfer of certain property to the Florida Department of Transportation regarding the Pensacola Bay Bridge

Reference: City Manager memo dated July 8, 2016

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 in the agreement.

Councilwoman Fitch made a motion to approve staff's recommendation subject to receiving the executed agreement from the Florida Department of Transportation and place the item on the July 18, 2016, Regular Council meeting agenda for approval. Councilman Landfair seconded. The vote for approval was 4-1 with Mayor Pro Tem Henderson dissenting.

- F. Approval of Stormwater Task Force recommendation for engineering services to prepare a drainage study and special assessment for the Plantation Hill Basin Project

Reference: Operations Consultant memo dated July 5, 2016

Recommendation: That the City Council authorize Jehle-Halstead Inc. to provide engineering services to prepare the Drainage Study and Special Assessment for the Plantation Hill Basin Project in the amount of \$15,300.

Councilwoman Fitch recused herself from voting on this item due to being a resident in Plantation Hill.

The Council would like to see staff prepare a prioritized value based storm water project list and begin setting aside money each year for those projects. This item will be included in the budget presentation on July 30<sup>th</sup>.

Mayor Pro Tem Henderson made a motion to approve staff's recommendation and place the item on the July 18, 2016, Regular meeting agenda for approval. Councilman Landfair seconded. The vote for approval was 4-0-1 (Councilwoman Fitch recused)

- 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.

Reference: City Clerk memo dated July 8, 2016

Recommendation: That the City Council approve the distribution of \$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 authorize the Mayor to sign letter approving the distribution.

Councilman Landfair made a motion to approve staff's recommendation and place the item on the July 18, 2016, Regular Council meeting agenda for approval. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

- H. Rejection of all proposals received in response to the Request for Proposal for demolition of 1198 Gulf Breeze Parkway

Reference: Assistant to the City Manager memo dated June 28, 2016

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.

Mayor Pro Tem Henderson made a motion to approve staff's recommendation and place the item on the July 18, 2016, Regular Council meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

- 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

Reference: Director of Community Services memo dated July 7, 2016

Recommendation: That the City Council direct staff to draft an Ordinance adding language to Chapter 26, Article I, Section 26-2 of the City's Land Development Code as follows:

*(d) New buildings, additions, renovations and remodels in existing subdivisions **within the CRA** shall be exempt from the design standards contained in this chapter provided the following conditions are met*

Mayor Pro Tem Henderson made a motion to approve staff's recommendation and place the item on the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Fitch seconded. The vote for approval was unanimous.

- J. Consideration of Board vacancies

Reference: City Clerk memo dated July 7, 2016

Recommendation: City Staff will begin advertising volunteers to fill these positions by placing an ad in the local newspaper, advertising on our Facebook page and the City's website.

The Council was in agreement with advertising the vacant board positions as stated in the recommendation. No further action needed by the Council

**NEW ITEMS:**

- A. Approval of Assignment of Contract between the City of Gulf Breeze and J.G. Buehler & Company, Inc. for the purchase of 1198 Gulf Breeze Parkway.

Reference: Verbal report by City Manager

Recommendation: That the City Council approve the Assignment of Contract between the City of Gulf Breeze and J.G. Buehler & Company, Inc. for the purchase of 1198 Gulf Breeze Parkway.

Councilman Landfair made a motion to approve staff's recommendation and place the item on the July 18, 2016, Regular Council meeting agenda for approval. Councilwoman Fitch seconded. The vote for approval was unanimous.

B. Review of the bridge design by Skansko for the replacement of the Pensacola Bay Bridge

Reference: Skanska Graphics slide presentation

The City Manager reviewed the Skanska slide presentation for the new Bay Bridge design with the Council.

Robert Turpin, 2 Madrid, spoke regarding the proposed boat ramp for Wayside Park.

Mayor Dannheisser requested staff come up with a list of comments to discuss regarding the new bridge design.

Mayor suggested that the City invite Skanska and/or FDOT to a public meeting to present the new bridge design to the public and answer questions.

No further action needed

**INFORMATION ITEMS:** None

**PUBLIC FORUM:**

Jim Cox, 423 Williamsburg, requested that the City Council consider using a large portion of the money received for the sale of Wayside Park land to address traffic issues arising from the new six lane Bay Bridge.

**ADJOURNMENT** Mayor Dannheisser adjourned the meeting at 7:29 p.m.

## 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 6. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 18<sup>th</sup> 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 18<sup>th</sup> 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.

## AMENDMENT NO. 69 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 69 TO INTERLOCAL AGREEMENT** (this "Amendment No. 69") is made and entered into as of the 18<sup>th</sup> 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.

## 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 6. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 18<sup>th</sup> 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 18<sup>th</sup> 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.

## AMENDMENT NO. 67 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 67 TO INTERLOCAL AGREEMENT** (this "Amendment No. 67") is made and entered into as of the 18<sup>th</sup> 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.

## 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 6. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 18<sup>th</sup> 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 18<sup>th</sup> 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.

## AMENDMENT NO. 67 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 67 TO INTERLOCAL AGREEMENT** (this "Amendment No. 67") is made and entered into as of the 18<sup>th</sup> 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.

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. 19-16**

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 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 anywise 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.

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. 20-16**

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

**Exhibit A**  
**[Temporary Easement]**

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)\_\_\_\_\_



# City of Gulf Breeze

## MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : July 14, 2016

Subject: Assignment of Contract – Sale of 1198 Gulf Breeze Parkway

---

As discussed at the July 13 Executive Session, J.G. Buehler and Company has provided the City an “Assignment of Contract” document relative to the parcel the Company is purchasing from the City. The Assignment document is contemplated in the purchase agreement. The City Attorney has advised that the form of the document is acceptable and consistent with the purchase agreement.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE ASSIGNMENT OF CONTRACT FROM J.G. BUEHLER AND COMPANY TO GULF BREEZE CENTER, LLC, RELATIVE TO THE SALE OF 1198 GULF BREEZE PARKWAY.**

**ASSIGNMENT OF CONTRACT**

COMES NOW, **J.G. BUEHLER & COMPANY, INC.**, as Purchaser, ("Assignor) and for \$10.00 and other good and valuable consideration, hereby assigns all of its right, title and interest in and to that May 17, 2016 Contract for Sale and Purchase for 1198 Gulf Breeze Parkway, Gulf Breeze, Santa Rosa County, Florida, and the \$10,000.00 Deposit paid thereunder, entered into by and between the undersigned, and **THE CITY OF GULF BREEZE**, as Seller, a copy of which Contract for Sale and Purchase, is attached hereto as Exhibit "A" ("Contract") and made a part hereof, to **GULF BREEZE CENTER, LLC**, ("Assignee").

Assignee hereby accepts the foregoing assignment and, effective as of the date hereof, assumes and agrees to perform and be bound by all of the terms, covenants, and conditions to be observed or performed as Purchaser under or pursuant to the Contract . Nothing in this Assignment shall be deemed to release Assignor of its obligations to the City of Gulf Breeze for the payment of any liquidated damages as referenced in Sections 11, 39.3 and 39.4 pursuant to the last sentence of Section 18.0, Assignability, of the Contract . Additionally, Assignee hereby agrees to and shall indemnify, defend and hold Assignor harmless from same due to Assignee's default under paragraphs 11, 39.3 and 39.4 of said Contract, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ASSIGNOR:**

J.G. Buehler & Company, Inc.,  
a Florida corporation

By: \_\_\_\_\_  
Joseph G. Buehler  
Its: President

**ASSIGNEE:**

Gulf Breeze Center, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Joseph G. Buehler  
Its: Manager

**CONSENT AND APPROVED BY:**

City of Gulf Breeze,  
a Florida municipal corporation

By: \_\_\_\_\_  
Matt E. Dannheisser  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Leslie Guyer or Stephanie D. Lucas,  
City Clerks



# 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 ft<sup>3</sup> 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 ft<sup>3</sup> 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  $\pm 45$ -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  $\pm 14.6$  cfs; however, in this scenario the McClure/Shirley system has a maximum discharge capacity of  $\pm 7.5$  cfs which would limit the flow of the Plantation Hill pipe. For comparison, a 2-year storm discharges approximately 125 cfs for the  $\pm 55$ -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  $\pm 13$  cfs which would limit the flow. Again, for comparison, a 2-year storm discharges approximately 125 cfs for the  $\pm 55$ -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.

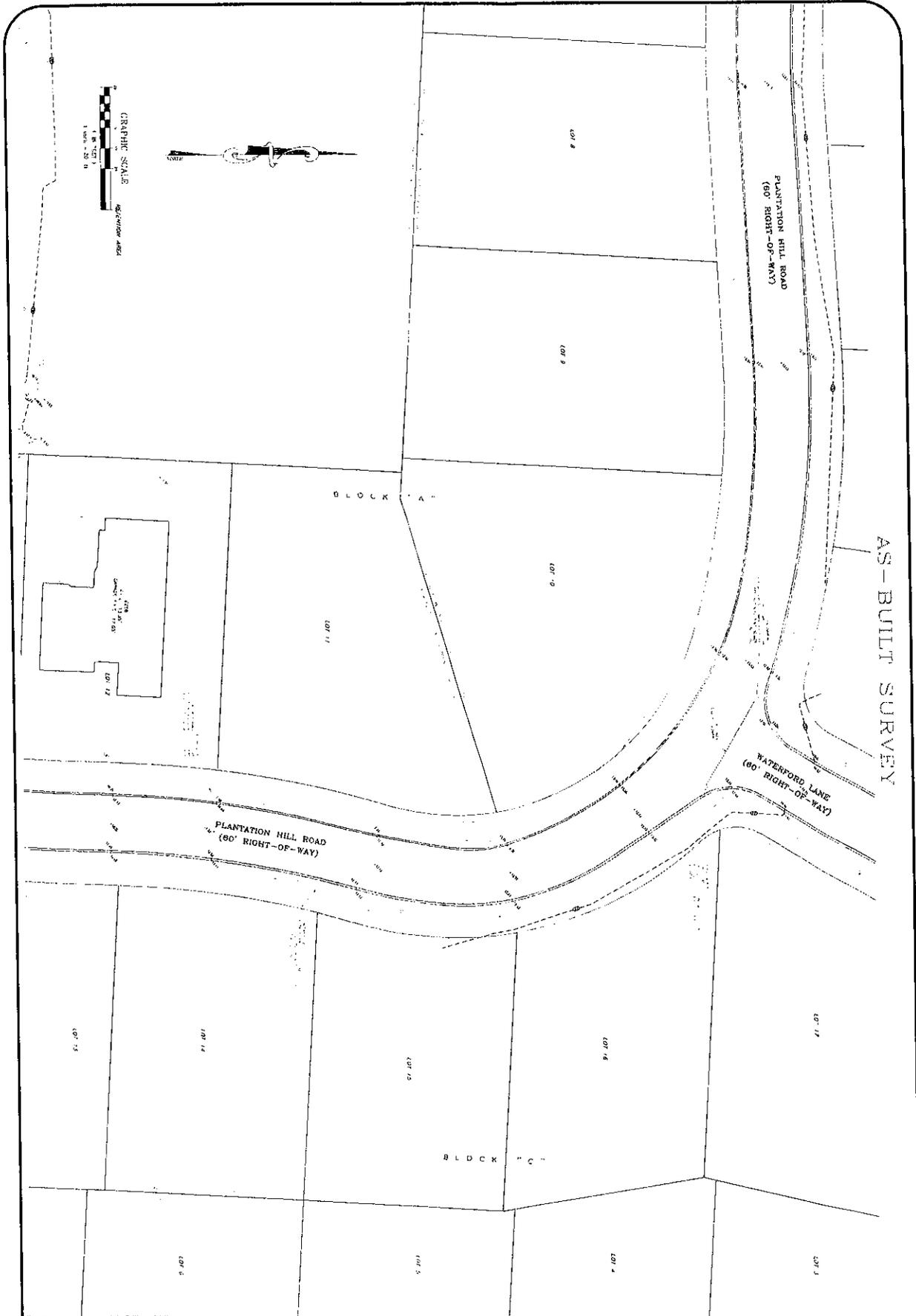
As the project progresses and more detailed information is obtained, project cost projections can be further refined.

Please let me know if you have any questions.

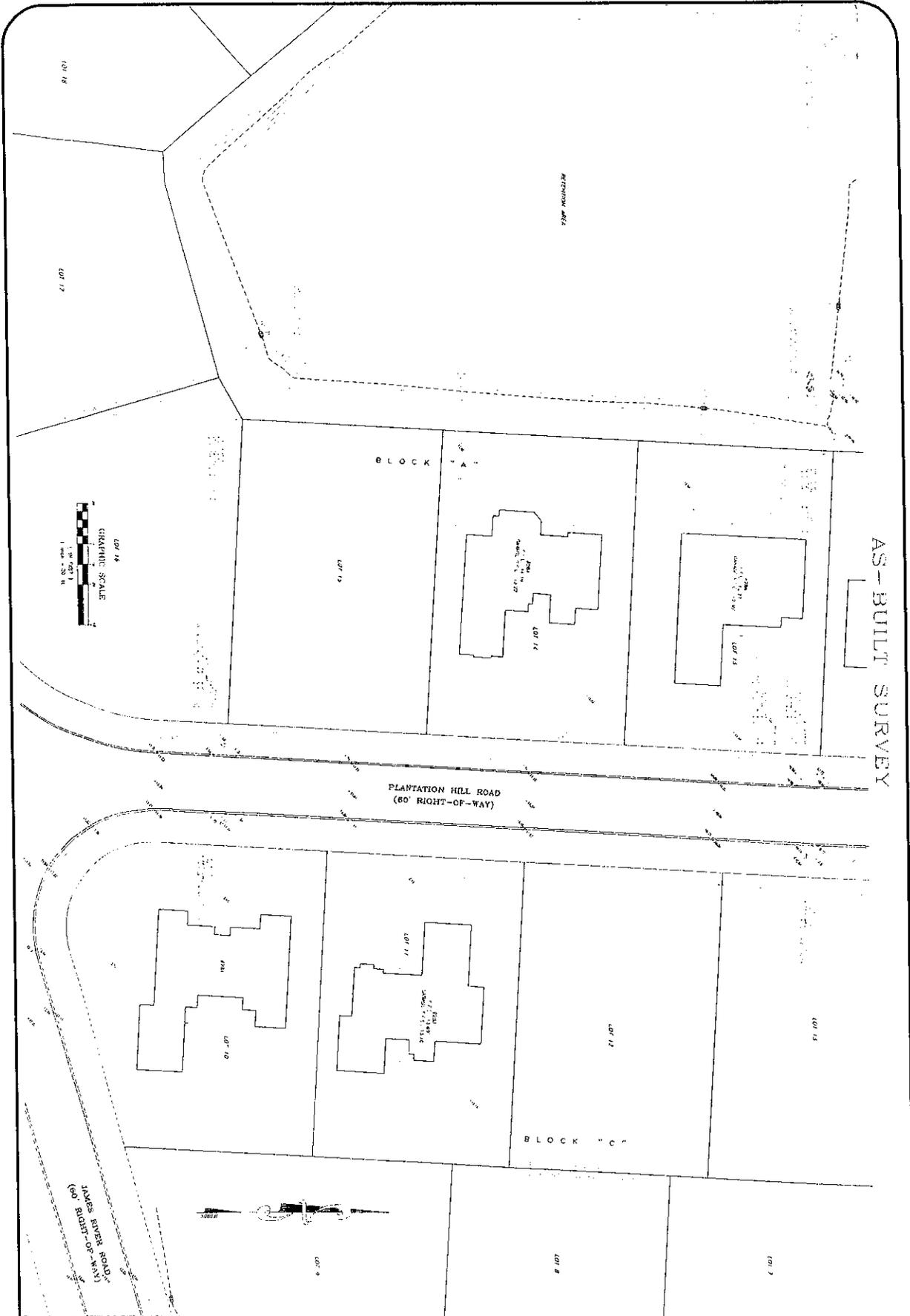
Sincerely,



Michael Lynch, P.E.  
Project Manager



AS BUILT SURVEY		JOB NO.	FIELD DATE	FIELD BOOK	INDEX		NOT VALID WITHOUT SIGNATURE AND SEAL OF PROFESSIONAL SURVEYOR STATE OF MISSISSIPPI	NO.	DATE	APPROVED BY	REVISION	MAP NO. 15811-14
CITY OF GULF BREEZE - EAST DISTRICT STORM DRAINAGE STUDY		PROPERTY ADDRESS	454-7495-438	454-7495-438	08-1-21-145756			SHEET 10 OF 15				
A PART OF SECTION 4 TOWNSHIP 2 NORTH, RANGE 20 WEST GULF BREEZE COUNTY, MISSISSIPPI		SCALE	DRAWN BY	VERIFY CHECK	APPROVED	ENCLOSURES						

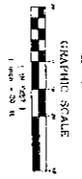


AS-BUILT SURVEY

PLANTATION HILL ROAD  
(60' RIGHT-OF-WAY)

BLOCK 'A'

BLOCK 'C'



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		



Vortex Hydraulic Separator

McClure Shirley Gravity Stormwater System

24" Gravity Line 21.00'

Plantation Hill Flood Control

Stormwater Pond Expansion Site

Bay Cliffs Cir

Carrington Ln

Stearns St

Shirley Dr

Robert's Ave

Notre Dame Dr

Francis Dr



PLANTATION HILL BASIN MAP



INSET DRAWINGS SHOWN REPRESENT OPTIONS 1 AND 2 IN THE CORRESPONDING PLANTATION HILL OVERFLOW ANALYSIS AND FEASIBILITY STUDY

DATE: 5-16-2016 SCALE: AS SHOWN SHEET NO.: EX-200	DRAWN BY: MDL CHECKED BY: DPJL JOB NO.: 150067	PROJECT: PLANTATION HILL BASIN MAP CLIENT: SANTA ROSA COUNTY	<b>jhi</b> jehle-halstead, inc. Civil Engineering and Surveying <small>5414 Highway 90 • Williston, Florida 32091          (904) 934-5024 • Fax (904) 934-5026          www.jhi-halstead.com • 0000048          Certificate of Public Contract No. 0000048          Expiring License Number: L48165</small>
---	--	---	---

