SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING
APRIL 10, 2019
5:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF MEDITATION
4. APPROVAL OF MINUTES (Regular Board Meeting – 3/13/2019)
5. CHANGES OR ADDITIONS TO AGENDA
6. ADOPTION OF AGENDA
7. CHAIRMAN’S COMMENTS
8. COMMISSIONER BENDER’S COMMENTS
9. PENSACOLA BEACH VISITOR’S INFORMATION CENTER
10. UPDATE BY DAVID FORTE, DIVISION MANAGER, PUBLIC WORKS DEPARTMENT, ESCAMBIA COUNTY

CONSENT AGENDA

11. COMMITTEE REPORTS

A. DEVELOPMENT & LEASING COMMITTEE, MS. BRIGETTE BROOKS, CHAIRMAN, DR. THOMAS CAMPANELLA AND MS. JANICE GILLEY, MEMBERS

Item # 1 – Request by Robert Rinke, on behalf of John Hambleton – 400 Quietwater Beach Blvd. # 6A & 6B – to change the name of Islanders Surf and Sport, Inc. to Islanders Coastal Outfitter. (Staff report by Robbie Schrock)

THIS ITEM WAS PULLED FROM THE AGENDA BY CHAIRWOMAN SINDEL.

Item # 2 – Request by Greg Gordan, Sabine Marina– 715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved staff's recommendation.
B. ADMINISTRATIVE COMMITTEE, DR. THOMAS CAMPANELLA, CHAIR, MR. JERRY WATSON AND MS. KAREN SINDEL, MEMBERS

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

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

Item # 2 – Presentation by Carr, Riggs, and Ingram.

The Committee unanimously approved to accept the audit report by Carr, Riggs, and Ingram for the 2018 FY.

REGULAR AGENDA

12. OLD BUSINESS

Item # 1 – Approval of a Modification # 2 to Sub-grant Agreement for FMA-PJ-04-FL-2016-010, to increase the funding by $27,800.00, modify the scope of work, extend the terms of the agreement, and approval for the Board Chairman to execute the document. (Staff report by Paolo Ghio)

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

13. REPORTS

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

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

KAREN SINDEL, CHAIRMAN
JANICE GILLEY, VICE CHAIRMAN
BRIGETTE BROOKS, SECRETARY/TREASURER
THOMAS CAMPANELLA, ACTING SECRETARY/TREASURER
(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)
1-3. A scheduled meeting of the Santa Rosa Island Authority was held on Wednesday March 13, 2019, beginning at 5:02 p.m. Members in attendance were: Ms. Liz Callahan (via teleconference), Dr. Thomas Campanella, Ms. Brigette Brooks, and Mr. Jerry Watson, Ms. Janice Gilley, and Ms. Karen Sindel, Chair. Ms. Sindel led the Pledge of Allegiance, followed by a moment of meditation.

4. APPROVAL OF MINUTES (Regular Board Meeting – 02/13/2019)

Upon motion of Mr. Jerry Watson seconded by Ms. Janice Gilley, the Board unanimously approved the minutes of the Regular Board Meeting (02/13/2019) as presented. (6-0)

5. CHANGES OR ADDITIONS TO AGENDA

Mr. Stebbins requested item B-1 under the Consent Agenda be amended to include the action of 2 additional matters.

Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Board unanimously approved the additions to Item B-1 on the Consent Agenda. (6-0)

6. ADOPTION OF AGENDA

Upon motion of Ms. Brigette Brooks seconded by Dr. Thomas Campanella, the Board unanimously approved the agenda as amended. (6-0)

7. CHAIR’S COMMENTS

The Chair welcomed everyone to the meeting.

8. COMMISSIONER BENDER’S COMMENTS

The Commissioner wasn’t in attendance.
9. PENSACOLA BEACH VISITOR’S INFORMATION CENTER

Ms. Alison Westmoreland presented this month’s report for the VIC.

10. PRESENTATION BY E.W. BULLOCK

See attached presentation. There were a few questions and a brief discussion.

CONSENT AGENDA

11. COMMITTEE REPORTS

A. Item # 1 – Discussion regarding notice to adjacent neighbors for public works improvement projects. (Staff report by Paolo Ghio)

The Committee unanimously approved the recommended protocol, to be memorialized by staff under the Executive Director’s report.

Item # 2 - Approval of the Inter-local Agreement between ECAT and the SRIA for trolley service, 2019. (Staff report by Paolo Ghio)

The Committee unanimously approved the Inter-local Agreement between ECAT and the SRIA for trolley service, 2019.

B. DEVELOPMENT & LEASING COMMITTEE, MS. BRIGETTE BROOKS, CHAIRMAN, DR. THOMAS CAMPANELLA AND MS. JANICE GILLEY, MEMBERS

Item # 1 – Request by Harry and Liz Hewson – 1203 Ariola Drive - to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by Harry and Liz Hewson – 1203 Ariola Drive - to renew their lease for another 99 year term, (beginning June 29, 2056) under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. Staff further recommends that (1) approval be subject to the owner submitting a proposed lease extension from their attorney for SRIA review, and (2) approval is subject to the Executive Director and SRIA attorney approving the form of the extension.

Item # 2 – Request by Scott Delby, Hilton Pensacola Beach – 12 Via de Luna Dr. – to sublease to Jamie Wells, Local Boyz Hawaiian Shave Ice, to operate a shaved ice,
Hawaiian candies, snacks and t-shirt business from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by Scott Delby, Hilton Pensacola Beach – 12 Via de Luna Dr. – to sublease to Jamie Wells, Local Boyz Hawaiian Shave Ice, to operate a shaved ice, Hawaiian candies, snacks and t-shirt business from leasehold property, paying all applicable percentages and fees.

Item # 3 – Request by The Dock – 4 Casino Beach Boardwalk – to amend the existing sublease with The Scooter Hut, to add the rentals of golf carts, boogie boards, sunscreen, and towels. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by The Dock – 4 Casino Beach Boardwalk – to amend the existing sublease with The Scooter Hut, to add the rentals of street legal golf carts, boogie boards, sunscreen, and towels, from leasehold property, paying all applicable percentages and fees.

Item # 4 – Request by Rich Chism, Innisfree Hotels, d/b/a Soundside Centre – 3 Via de Luna Drive – for Tropical Waves to change their name to Alvin’s Island # 760. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by Rich Chism, Innisfree Hotels, d/b/a Soundside Centre – 3 Via de Luna Drive – for Tropical Waves to change their name to Alvin’s Island # 760.

Item # 5 – Request by William Martin d/b/a Flounder’s – 800 Quietwater Beach Road – to sublease to John Paul McDaniels, McDaniels Body Art, to operate a body art service from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by William Martin d/b/a Flounder’s – 800 Quietwater Beach Road – to sublease to John Paul McDaniels, McDaniels Body Art, to operate a body art service from leasehold property, paying all applicable percentages and fees.

Item # 6 – Request by William Martin d/b/a Crab’s – 2 Via de Luna Drive – to sublease to John Paul McDaniels, McDaniels Body Art, to operate a body art service from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by William Martin d/b/a Crab’s – 2 Via de Luna Drive – to sublease to John Paul McDaniels, McDaniels Body Art,
to operate a body art service from leasehold property, paying all applicable percentages and fees.

Item # 7 – Request by Sunset Holding Company, Inc. d/b/a Pensacola Beach Gulf Pier – 41 Ft. Pickens Rd. – to sublease to Laura Pinzone & Michelle Wardlaw d/b/a Pier Suite, to operate an event venue from leasehold property. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by Sunset Holding Company, Inc. d/b/a Pensacola Beach Gulf Pier – 41 Ft. Pickens Rd. – to sublease to Laura Pinzone & Michelle Wardlaw d/b/a Pier Suite, to operate an event venue from leasehold property, paying all applicable percentages and fees.

C. ADMINISTRATIVE COMMITTEE, DR. THOMAS CAMPANELLA, CHAIR, MR. JERRY WATSON AND MS. KAREN SINDEL, MEMBERS

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

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

Item # 2 – Request by Pensacola Beach Elk Lodge – 661 Pensacola Beach Blvd. – for a $1,000.00 sponsorship for the Pensacola Beach Elks Charity Golf Tournament. (Staff report by Robbie Schrock)

The Committee unanimously approved the request by Pensacola Beach Elks Lodge – 661 Pensacola Beach Blvd. – for a $1,000.00 sponsorship for the 2019 Pensacola Beach Elks Charity Golf Tournament.

Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Board unanimously approved the Consent Agenda as amended. (6-0)

REGULAR AGENDA

12. OLD BUSINESS

Item # 1 – Ongoing lease renewal discussion.

Ms. Sindel stated the lease renewal workshop had been scheduled and the agenda was being worked on for the meeting. She said the SRIA has a continuing conversation with
the Board of County Commissioners, and will be sharing comments with them after the workshop. She stated the SRIA will continue to hear lease renewal requests.

**SPEAKER:**

Terry Preston – She represents the PBA, and wishes to voice her displeasure with the SRIA abdicating the renewal vote to the BOCC. She said the legislation doesn’t give the BOCC the right to overturn the SRIA Board vote on renewals, only on “major changes” the SRIA Board makes to leases. She is unhappy the BOCC discussed abolishing the SRIA, as she feels most leaseholders want the SRIA on the Island, and would like this topic discussed at the lease renewal workshop. She encouraged standardization for renewals.

13. REPORTS

**A. ATTORNEY’S REPORT**

Mr. Stebbins presented his report for the review of the Board. There was a brief discussion regarding PNS Beach vs. SRIA, et al.

**B. ENGINEER’S REPORT**

Mr. Huggins submitted his report for the review of the Board.

Brief discussion followed regarding the successful mobi-mat demonstration, and he updated the Board on the Little Sabine Bay Channel extension.

**C. DEVELOPMENT SERVICES DIRECTOR REPORT**

Mr. Ghio was absent from the meeting, so Ms. Forte submitted the monthly report for the review of the Board.

There was a brief discussion regarding the sample project notification letter that was in the backup.

14. VISITOR’S FORUM

There were no speakers.

15. BOARD MEMBER’S FORUM

Dr. Campanella reminded the Board that Mr. Ghio had asked for questions from Members, to be used as discussion items in the workshop.
Ms. Sindel reminded Members to send their questions to SRIA staff only.

16. ADJOURN

There being no further business to come before the Board, Chair Sindel declared the Regular Board Meeting of the SRIA Board adjourned at 5:34 p.m.

(SECRETARY) ________________________________ (CHAIR) ________________________________

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MEMORANDUM

TO: Authority Members
FROM: Executive Director
DATE: April 1, 2019
RE: Minutes of March 27, 2019 Development & Leasing Committee Meeting

A regularly scheduled meeting of the Development & Leasing Committee was held on Wednesday, March 27, 2019. Members present were Ms. Brigette Brooks, Chair, Dr. Thomas Campanella, and Ms. Liz Callahan filled in on the Committee as Ms. Janice Gilley was absent. Also present was Board Member Ms. Karen Sindel. Mr. Jerry Watson was late to the meeting. Ms. Brooks, Chair, called the meeting to order and presented the following items:

Item #1 – Request by Robert Rinke, on behalf of John Hambleton – 400 Quietwater Beach Blvd. #6A & 6B – to change the name of Islanders Surf and Sport, Inc. to Islanders Coastal Outfitter. (Staff report by Robbie Schrock)

**THIS ITEM WAS REMOVED FROM THE AGENDA PER CHAIRWOMAN SINDEL.**

Item #2 – Request by Greg Gordan, Sabine Marina– 715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property. (Staff report by Robbie Schrock)

Ms. Schrock gave background on the item.

*Upon motion of Dr. Thomas Campanella seconded by Ms. Liz Callahan, the Committee unanimously approved the request by Greg Gordan, Sabine Marina–715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property, paying all applicable percentages and fees. They are aware that any...*
revenues generated on the Island from their rental delivery business of bicycles, kayaks and paddle boards, whether it be online, by telephone or in person, will be subject to SRIA percentage fees. (3-0)

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

Signed:

Paolo Ghio
Executive Director

PG:jt

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MEMORANDUM

TO: Authority Members

FROM: Executive Director

DATE: April 1, 2019

RE: Minutes of March 27, 2019 Administrative Committee Meeting

A regularly scheduled meeting of the Administrative Committee was held on Wednesday, March 27, 2019. Members present were Dr. Thomas Campanella, Chair, and Ms. Karen Sindel. Ms. Brigette Brooks filled in on the Committee for Mr. Jerry Watson, who was late to the meeting. Also present was Board Member Ms. Elizabeth Callahan. Ms. Janice Gilley was absent. Dr. Campanella, Chair, called the meeting to order and presented the following item:

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

Ms. Johnson presented the financial report.

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

Item # 2 – Presentation by Carr, Riggs, and Ingram.

Mr. Allan Jowers, representing Carr, Riggs, and Ingram gave a "clean audit opinion".

There was a brief discussion.

Ms. Sindel thanked the auditors and the SRIA staff for a job well done.
Upon motion of Ms. Karen Sindel seconded by Ms. Brigette Brooks, the Committee unanimously approved to accept the audit report by Carr, Riggs, and Ingram for the 2018 FY. (3-0)

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

Robbie Schmed for
Paolo Ghio
Executive Director

PG:jt

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### MONTH AT A GLANCE

#### HOW DID YOU DISCOVER PENSACOLA BEACH?

**Mar-19 Week 1**

<table>
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<tr>
<th>HOW DID YOU DISCOVER PENSACOLA BEACH?</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
<th>MONTH TOTAL</th>
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<tr>
<td>Advertising</td>
<td>11</td>
<td>34</td>
<td>37</td>
<td>23</td>
<td>37</td>
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<tr>
<td>Event/Group</td>
<td>5</td>
<td>35</td>
<td>24</td>
<td>57</td>
<td>46</td>
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<tr>
<td>Friend/Relative</td>
<td>34</td>
<td>72</td>
<td>60</td>
<td>160</td>
<td>164</td>
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<tr>
<td>Guide</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>4</td>
<td>4</td>
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<tr>
<td>Been Here before</td>
<td>8</td>
<td>100</td>
<td>97</td>
<td>132</td>
<td>84</td>
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<tr>
<td>Internet</td>
<td>14</td>
<td>41</td>
<td>93</td>
<td>90</td>
<td>83</td>
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<td><strong>Totals</strong></td>
<td>72</td>
<td>352</td>
<td>315</td>
<td>485</td>
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**MONTH TOTAL**

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<th>TOTAL # NOT SIGNED IN</th>
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<th>96</th>
<th>95</th>
<th>94</th>
<th>109</th>
<th>422</th>
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<td>TOTAL SIGNING IN</td>
<td>72</td>
<td>352</td>
<td>315</td>
<td>485</td>
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<td>TOTAL VISITORS</td>
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<td>579</td>
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<td>WEDDING CALLS</td>
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<td>0</td>
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<td>TOTAL PHONE CALLS</td>
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<td>57</td>
<td>58</td>
<td>61</td>
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<td>TOTAL GUIDES DISTRIBUTED</td>
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<td><strong>TOTAL</strong></td>
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<td>995</td>
<td>905</td>
<td>1237</td>
<td>1092</td>
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- Eco Trail Maps Distributed: 0
- Rain Days for the Month: 1
- Guides to Businesses: 1
- Trolley Maps to Businesses: 2 rain days + 3 trolley maps

#### 2018 TEMPS vs 2019 TEMPS

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<th>Week/Day</th>
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<th>2019</th>
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<tr>
<td>WEEK 2</td>
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<tr>
<td>Average Temperature</td>
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<td>2018</td>
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<td>--------------------------------</td>
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<td>------</td>
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<tr>
<td>Total Visitors</td>
<td>2046</td>
<td>2020</td>
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<tr>
<td>Total Not Signing In</td>
<td>422</td>
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<td>Total Signing In</td>
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<td>How Did You Discover Pensacola?</td>
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<td>Advertising</td>
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<td>Event/Group</td>
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<td>Top 3 International</td>
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<tr>
<td>Top 5 States with City Detail</td>
<td>Florida</td>
<td>Wisconsin</td>
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<td>Alabama</td>
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<td>Alabaster</td>
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<td>Huntsville</td>
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<td>Gulf Shores</td>
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<td>Grand Rapids</td>
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<td>Battle Creek</td>
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<tr>
<td>East Lansing</td>
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<tr>
<td>St. Joseph</td>
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<td>Tyler</td>
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<td>Fort Worth</td>
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<tr>
<td>Keller</td>
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</tbody>
</table>
Escambia County, Florida
Engineering Department

TO: Paolo Ghio – Executive Director
Santa Rosa Island Authority
Karen Sindel – Chair
Santa Rosa Island Authority Board

FROM: David Forte, Division Manager
Traffic Operations & Planning Division

DATE: April 10, 2019

RE: Escambia County Engineering Projects Report

Please see the below Public Works Report for Pensacola Beach Area Projects:

- **Congestion Management Plan** – Volkert, Inc. is design consultant; Board approved the plan on May 30, 2017 and approved a Change Order to the existing contract on July 27, 2017 to design - Phases II – Additional Parking (less the SRIA Office and old VIC center sites) and Phase III – Roundabouts, Ped Underpasses and the old VIC center parking site.

  SRIA and BCC gave direction to proceed with Phase III design from 60% to 100% plans. Anticipate design completion Spring 2019. 90% plans issued and being reviewed by Staff; Construction funding TBD.

  Casino Beach Parking Lot Expansion Project construction at 98%, awaiting to install turtle friendly lighting and update roadway striping at new intersection on Fort Pickens Road; Construction completion anticipated for April 2019.

  Old VIC Center Building Parking Lot Project complete.

- **Bob Sikes Bridge Routine Rehabilitation** – Design contract award to design firm (KCA) anticipated for December 6, 2018 BCC. Anticipate design phase completion Summer 2019 with construction solicitation to proceed following design.

- **Pensacola Beach Access Road & BSB Fishing Pier, Parking and Trail Restoration Project** – BDI is design consultant for both projects. BSB Fishing Pier design at 100%. Access Road design at 60%. Design plans being modified to accommodate the pedestrian pathway in front of Beach to Bay and Morgan Park properties, impacts to the race car track, and other identified safety concerns. Anticipate 100% plans – May 2019 with construction solicitation to follow.

- **Quietwater Beach Pier - Ferry Landing Improvements** – Mott MacDonald is design consultant. Phase I waterside improvements complete; landside improvements complete. Phase II and III design solicitation underway. Anticipate design completion Fall 2019 with construction solicitation to follow.

- **Pensacola Beach Fish Sign Replacement** – Kenco Signs is contractor. Anticipate completion of new sign install – May 2019.
• **Via De Luna Pipe Rehab** – 7 of the 13 pipes completed February 2017. Construction of remaining pipe rehabs to occur once funding is allocated. ECUA has been asked to address/repair the two lines that are theirs in the meantime.

• **BSB Toll Plaza** – SunPass and Pensacola Beach Annual Pass system. $20 General Public Annual Pass and $5 Pensacola Beach Resident Annual Pass (with valid homestead exemption).

**Toll Counts**

- March 2019 – 439,574
- March 2018 – 436,316
+3,258

- February 2019 – 295,353
- February 2018 – 315,635
-20,282

**Toll Revenues**

- March 2019 – 269,635
- March 2018 – 271,796
-2,161

- February 2019 – 138,726
- February 2018 – 151,584
-12,858

**Vehicle Count**

- Total to date 2019 – 1,006,512
- Total to date 2018 – 1,002,806
+3,706

cc: Robert Bender, County Commissioner, District 4  
Amy Lovoy, Interim County Administrator  
Matt Coughlin, Assistant County Administrator  
Joy Jones, P.E., Director, Escambia County Engineering  
Wes Moreno, Director, Escambia County Public Works  
Colby Brown, P.E., Deputy Director, Escambia County Engineering  
Scott Sanders, Division Manager, Escambia County Engineering  
Cooper Saunders, Project Manager, Escambia County Engineering  
Yana Shanholtzer, On-Site Manager, Escambia County Bob Sikes Toll Facility
THIS ITEM WAS REMOVED FROM THE AGENDA PER CHAIRWOMAN SINDEL.

Request by Robert Rinke, on behalf of John Hambleton – 400 Quietwater Beach Blvd. # 6A & 6B – to change the name of Islanders Surf and Sport, Inc. to Islanders Coastal Outfitter. (Staff report by Robbie Schrock)

Background:

The store has requested a name change, it previously was called Islander Surf Shop.

Recommendation:

Staff recommends approval of the request by Robert Rinke, on behalf of John Hambleton, to change the name of Islanders Surf and Sport, Inc. to Islanders Coastal Outfitter, paying all applicable percentages and fees.
April 10, 2019
Regular Board Meeting
Development & Leasing Committee
Consent Item A-2

Request by Greg Gordan, Sabine Marina– 715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property. (Staff report by Robbie Schrock)

Background:

The Holcombs have a 13 passenger Landau pontoon, a 16 passenger Bentley pontoon, and a 2 person CraigCat. They will only be allowing 12 passengers on the bigger boats, depending on the adult/child ratio. They have provided their insurance coverage. They also have a rental delivery business of bicycles, kayaks and paddle boards. These are stored in Gulf Breeze, and the Holcombs are aware that any revenue generated on the Island, whether it be online, by telephone or in person, will be subject to SRIA percentage fees.

Recommendation:

Staff recommends approval of the request by Greg Gordan, Sabine Marina– 715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property, paying all applicable percentages and fees. They are also aware that any revenues generated on the Island from their rental delivery business of bicycles, kayaks and paddle boards, whether it be online, by telephone or in person, will be subject to SRIA percentage fees.

Committee Action:

The Committee unanimously approved the request by Greg Gordan, Sabine Marina– 715 Pensacola Beach Blvd. – to sublease to Steve & Deandra Holcomb, HO2 Managements, LLC, to operate a pontoon boat rental business from leasehold property, paying all applicable percentages and fees. They are aware that any revenues generated on the Island from their rental delivery business of bicycles, kayaks and paddle boards, whether it be online, by telephone or in person, will be subject to SRIA percentage fees.
Report on Financial Statements and Expenditures. (Staff report by Vickie Johnson)

Background:

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

Recommendation:

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

Committee Action:

The Committee unanimously accepted the report on Financial Statements and Expenditures as presented.
April 10, 2019
Regular Board Meeting
Administration Committee
Consent Item B-2

Presentation by Carr, Riggs, and Ingram.

Committee Action:

The Committee unanimously approved to accept the audit report by Carr, Riggs, and Ingram for the 2018 FY.
April 10, 2019
Regular Agenda
Old Business Item # 1

Approval of a Modification # 2 to Sub-grant Agreement for FMA-PJ-04-FL-2016-010, to increase the funding by $27,800.00, modify the scope of work, extend the terms of the agreement, and approval for the Board Chairman to execute the document. (Staff report by Paolo Ghio)

Background:

The SRIA entered into this grant agreement with the State of Florida, Division of Emergency Management on March 5, 2018. The project is for the elevation of SRL properties located on Pensacola Beach. The budget increase to the Federal Funds is necessary for additional structural support for one of the properties, and the scope of work will be modified and time will be extended from August 30, 2019 to February 28, 2020 to close out the project.

Recommendation:

Staff recommends approval of a Modification # 2 to Sub-grant Agreement for FMA-PJ-04-FL-2016-010, to increase the funding by $27,800.00, modify the scope of work, extend the terms of the agreement (end date of February 28, 2020), and approval for the Board Chairman to execute the document.
MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND THE SANTA ROSA ISLAND
AUTHORITY

This Modification Number Two (2) is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the Santa Rosa Island Authority ("the Recipient") to modify Contract Number: 18FM-X8-01-67-02-350, dated March 5, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Flood Mitigation Assistance Program (FMA) of $640,890.72, in Federal Funds; and

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

WHEREAS, the Agreement will expire on August 30, 2019; and

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

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

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

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin March 5, 2018, and shall end February 28, 2020; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement.

2. The Agreement is amended to increase the Federal Funding by $27,800.00, for the maximum amount payable under this Agreement to $668,690.72; (Six Hundred Sixty-Eight Thousand, Six Hundred Ninety Dollars and No Cents).

3. The Budget and Scope of Work, Attachment A to this Agreement, are hereby modified as set forth in 2nd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

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

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

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

RECIPIENT: _______ Santa Rosa Island Authority _______

By: ________________________________

Name and Title: _______________________

Date: ________________________________

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ________________________________

Name and Title: Jared Moskowitz, Director

Date: ________________________________
STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to elevate two properties located in Pensacola Beach, Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2016-010 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Santa Rosa Island Authority (SRIA), agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

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

Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines.

TASKS & DELIVERABLES:

A. Tasks

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

2) The Homeowner shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.
The Homeowner and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

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

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

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

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

3) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

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

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

a) Local Building

b) Official Building Permit

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

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

e) A copy of the Elevation Certificate after mitigation.

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

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

h) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction’s land records a notice that includes the name of the
current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

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

i) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

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

4) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

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

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

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

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

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

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

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

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

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

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

B. Deliverables

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

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

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

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

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

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to meet or exceed the standards of the Florida Building Code or current local codes.

D. Environmental

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

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

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

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery, and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333, and the Division within 24 hours of the discovery. Work in the vicinity of the discovery may not resume without verbal and/or written authorization from the SHPO, the Division and FEMA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [2 CFR § 200.308], from the Division and FEMA.

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

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

FINANCIAL CONSEQUENCES:

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

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

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

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

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.
BUDGET:

Funding Summary

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<td>Total Project Cost:</td>
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Line Item Budget*

1712 Ensenada Uno Street
Pensacola Beach, Florida 32651

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<th>Project Cost</th>
<th>Federal Share (100%)</th>
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<tr>
<td>Pre/Post Construction Costs</td>
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<td>Elevation Certificates</td>
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<td>Engineering/Permitting</td>
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<td>Construction (Elevation)</td>
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<td>Project Management Costs</td>
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*(Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.)*

Line Item Budget*

709 Via de Luna Drive
Pensacola Beach, Florida 32651

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<th>Federal Share (100%)</th>
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<td><strong>Total:</strong></td>
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*(Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.)*

SCHEDULE OF WORK:

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<tr>
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<td>Task</td>
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<td>Elevation of Structures</td>
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<td>County Final Inspection</td>
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<td>State Final Inspection</td>
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<td>State Closeout Process</td>
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<td><strong>Total:</strong></td>
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This is FEMA project number FMA-PJ-04-FL-2016-010, Santa Rosa Island Authority Elevation Project. The Period of Performance (POP) for this project shall end on *February 28, 2020.*
April 10, 2019
Regular Agenda
Old Business Item # 2

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

Background:

The SRIA entered into this grant agreement with the State of Florida, Division of Emergency Management on March 16, 2018. The project is for the elevation of SRL properties located on Pensacola Beach. The scope of work will be modified, and time will be extended from October 31, 2019 to April 30, 2020 to close out the project.

Recommendation:

Staff recommends approval of a Modification # 2 to Sub-grant Agreement for FMA-PJ-04-FL-2015-013, modify the scope of work, extend the terms of the agreement (end date of April 30, 2020), and approval for the Board Chairman to execute the document.
MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND THE SANTA ROSA ISLAND
AUTHORITY

This Modification Number Two (2) is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the Santa Rosa Island Authority ("Recipient") to modify Contract Number 18FM-S7-01-67-02-353, dated March 16, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the Flood Mitigation Assistance Program of $2,294,601.70 in Federal funds; and

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

WHEREAS, the Agreement will expire on October 31, 2019; and

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement.

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

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin March 16, 2018 and shall end April 30, 2020; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 2nd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

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

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: ____________
By: _______________________
Name and Title: _______________________
Date: _______________________

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
By: _______________________
Name and Title: Jared Moskowitz, Director
Date: _______________________

2
Homeowner: Louise Wright  
Property Address: 1205 Panferio Drive, Pensacola Beach, Florida 32651

Homeowner: Christian and Jessica Stuart  
Property Address: 222 Via de Luna Drive, Pensacola Beach, Florida 32651

Homeowner: James Pihakis  
Property Address: 3 Calle Traviesa Street, Pensacola Beach, Florida 32651

Homeowner: Jessica Henderson  
Property Address: 804 Via de Luna Drive, Pensacola Beach, Florida 32651

Homeowner: Louis and Marilyn Makarowsky  
Property Address: 400 Avenida 14 Avenue, Pensacola Beach, Florida 32651

Homeowner: Ronald and Sheryl West  
Property Address: 714 Panferio Drive, Pensacola Beach, Florida 32651

Homeowner: Jim and Tina Falbo  
Property Address: 308 Via de Luna Drive, Pensacola Beach, Florida 32651

Homeowner: William Lay  
Property Address: 1753 Ensenada Dos Avenue, Pensacola Beach, Florida 32651

Homeowner: Ron and Deb Wynne  
Property Address: 1303 Panferio Drive, Pensacola Beach, Florida 32651

Homeowner: Michael Floyd  
Property Address: 109 Maldonaldo Drive, Pensacola Beach, Florida 32651

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to elevate ten properties located in Pensacola Beach, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2015-013 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Santa Rosa Island Authority (SRIA), agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.
PROJECT OVERVIEW:

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

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

TASKS & DELIVERABLES:

A. Tasks

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

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

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

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

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

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

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

3) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.
Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Local Building Official Building Permit

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

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

d) A copy of the Elevation Certificate after mitigation.

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

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

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

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

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

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

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

4) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

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

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

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

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

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

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

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

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

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

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

B. Deliverables

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

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

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

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

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

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

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

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

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

D. Environmental

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

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

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

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

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

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

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

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

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

E. Programmatic

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [2 CFR § 200.308], from the Division and FEMA.

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

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

**FINANCIAL CONSEQUENCES:**

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**BUDGET:**

**Funding Summary**

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<th>Local Share: $44,442.30 (1.90180609%)</th>
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<td><strong>Total Project Cost:</strong>**</td>
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**Line Item Budget***

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<th><strong>1205 Panferio Drive</strong></th>
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<th><strong>Project Cost</strong></th>
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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.
**Line Item Budget**

**222 Via de Luna Drive**  
Pensacola Beach, Florida 32651

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**Line Item Budget**

**3 Calle Traviesa Street**  
Pensacola Beach, Florida 32651

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<th>Item</th>
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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*
### Line Item Budget*

**804 Via de Luna Drive**  
Pensacola Beach, Florida 32651

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### Line Item Budget*

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

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**Line Item Budget**

**714 Panferio Drive**
Pensacola Beach, Florida 32651

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**Line Item Budget**

**308 Via de Luna Drive**
Pensacola Beach, Florida 32651

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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*
### Line Item Budget*

**1753 Ensenada Dos Avenue**  
Pensacola Beach, Florida 32651

<table>
<thead>
<tr>
<th>Description</th>
<th>Project Cost</th>
<th>Federal Share (100%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Award Cost</td>
<td>$1,250.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Pre/Post Construction Costs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Elevation Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering/Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction (Elevation)</td>
<td>$233,000.00</td>
<td>$233,000.00</td>
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<tr>
<td>Temporary Housing Costs</td>
<td>$0.00</td>
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<tr>
<td>Project Management Costs</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Sub-Recipient Management Costs</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$247,250.00</strong></td>
<td><strong>$247,250.00</strong></td>
</tr>
</tbody>
</table>

*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

### Line Item Budget*

**1303 Panferio Drive**  
Pensacola Beach, Florida 32651

<table>
<thead>
<tr>
<th>Description</th>
<th>Project Cost</th>
<th>Federal Share (90%)</th>
<th>Non-Federal Share (10%)</th>
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</thead>
<tbody>
<tr>
<td>Pre-Award Cost</td>
<td>$1,250.00</td>
<td>$1,125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Pre/Post Construction Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Elevation Certificates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering/Permitting</td>
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<tr>
<td>Construction (Elevation)</td>
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<td>Temporary Housing Costs</td>
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<td>Project Management Costs</td>
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<td>Sub-Recipient Management Costs</td>
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<td><strong>Total</strong></td>
<td><strong>$216,510.00</strong></td>
<td><strong>$194,895.00</strong></td>
<td><strong>$21,615.00</strong></td>
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</tbody>
</table>

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Line Item Budget

109 Maldonado Drive  
Pensacola Beach, Florida 32651

<table>
<thead>
<tr>
<th>Description</th>
<th>Federal Share (90%)</th>
<th>Non-Federal Share (10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Award Cost</td>
<td>$1,250.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Pre/Post Construction Costs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Elevation Certificates</td>
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<td></td>
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<tr>
<td>Engineering/Permitting</td>
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<td></td>
</tr>
<tr>
<td>Construction (Elevation)</td>
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<tr>
<td>Temporary Housing Costs</td>
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<tr>
<td>Project Management Costs</td>
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<td>$800.00</td>
</tr>
<tr>
<td>Sub-Recipient Management Costs</td>
<td>$5,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$227,913.00</strong></td>
<td><strong>$22,791.30</strong></td>
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</tbody>
</table>

*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

SCHEDULE OF WORK:

<table>
<thead>
<tr>
<th>Description</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting</td>
<td>6 Months</td>
</tr>
<tr>
<td>Architectural Design &amp; Engineering Plans</td>
<td>2 Months</td>
</tr>
<tr>
<td>Permitting</td>
<td>1 Month</td>
</tr>
<tr>
<td>Elevation of Structures</td>
<td>12 Months</td>
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<tr>
<td>County Final Inspection</td>
<td>1 Month</td>
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<tr>
<td>State Final Inspection</td>
<td>1 Month</td>
</tr>
<tr>
<td>State Closeout Process</td>
<td>1 Month</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>24 Months</strong></td>
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</tbody>
</table>

This is FEMA project number FMA-PJ-04-FL-2015-013, Santa Rosa Island Authority Elevation Project. The Period of Performance (POP) for this project shall end on **April 30, 2020**.
### SUMMARY OF CHARGES
March 1, 2019 thru March 31, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SRIAT1.01 (Retainer)</td>
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<tr>
<td>SRIAT1.02 (Routine Legal)</td>
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<tr>
<td>SRIAT1.15 (Lease General)</td>
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<tr>
<td>SRIAT12.84 (Fleming) Reimbursable</td>
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<td>SRIAT13.83(Brungart)</td>
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<td>SRIAT13.87 (Russell)</td>
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<td>SRIAT15.97 (Mills)</td>
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<td>SRIAT16.11 (Dø, Dung Tien - PI)</td>
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<td>SRIAT16.36 (McCoy)</td>
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<tr>
<td>SRIAT16.43 (CoolWaterBeach)</td>
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<tr>
<td>SRIAT16.44 (Paramount Construction) Reimbursable</td>
<td>$85.30</td>
</tr>
</tbody>
</table>

**TOTALS FOR SRIA**

$4,748.95

**RECEIVED**

APR 05 2019

SANTA ROSA ISLAND AUTHORITY

ORG: Pam COPY: Robbie
April 3, 2019

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

Re: Attorney’s Report for the April 10, 2019 Board Meeting

Dear Paolo:

Enclosed is the Attorney’s Report for the April 10, 2019 Santa Rosa Island Authority Board Meeting.

The Attorney’s Report reflects items for which I have been asked to do work on behalf of the Santa Rosa Island Authority. If there are any matters on the agenda for the April 10, 2019 Santa Rosa Island Authority Board Meeting not reflected in my report for which you seek my input, please let me know. Thanks.

Sincerely,

MICHAEL J. STEBBINS, P.L.

Mike

Michael J. Stebbins
For the Firm

MJS
Enclosure
pc: Robbie Schrock (w/ encl. via email)
    Jamee Thompson (w/ encl. via email)
    Vickie Johnson (w/ encl. via email)
ATTORNEY’S REPORT – April 10, 2019

I.  Lease Defaults Pending

A. Residential – ACTIVE
   1. Matthew & Maggie McCoy (2018 Default #52415) (April 18, 2019)
   2. CoolWaterBeach, LLC (2019 Default #44423) (May 1, 2019)
   4. Christopher Sirkis (2019 Default #10709)
   5. Robin Ann Amaro Brungart (2019 Default #60117) Reimbursable
      - Approved for litigation by the SRIA Finance Department
      - Approved for litigation by the SRIA Finance Department
      - Approved for litigation by the SRIA Finance Department

B. Residential & Commercial – ON STAFF HOLD

C. Commercial – ACTIVE

   NONE

II. Litigation/Claims

A. Pensacola Beach Holdings, Inc. vs. Santa Rosa Island Authority, et. al., Escambia County Circuit Court Case No. 2011 CA 002416 (Litigation): This is one of eight companion cases filed by Attorney Ed Fleming against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA. The complaints seek declaratory relief, injunctive relief and a re-evaluation of the property appraisals against the Escambia County Property Appraiser and the Escambia County Tax Collector. Declaratory relief is sought against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA for the issuance of a deed for fee simple ownership if the Court rules that the plaintiff is an equitable owner.
**Status:** This case is still open because the issue of the valuation of the improvements is in dispute. A case management conference has been scheduled for April 22, 2019 and the trial has been set for September 2019 to resolve this dispute. Although the SRIA remains a nominal defendant in this case, the SRIA will not take part in the trial because the SRIA is not involved in property valuations. I have requested that the attorneys for the plaintiffs dismiss the SRIA because the SRIA is not involved in the valuation.

B. **Beach Club Towers Homeowners Association, Inc. vs. Santa Rosa Island Authority, et. al. Escambia County Circuit Court Case No. 2011 CA 002415 (Litigation):** This is one of eight companion cases filed by Attorney Ed Fleming against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA. The complaints seek declaratory relief, injunctive relief and a re-evaluation of the property appraisals against the Escambia County Property Appraiser and the Escambia County Tax Collector. Declaratory relief is sought against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA for the issuance of a deed for fee simple ownership if the Court rules that the plaintiff is an equitable owner.

**Status:** This case is still open because the issue of the valuation of the improvements is in dispute. A case management conference has been scheduled for April 22, 2019 and the trial has been set for September 2019 to resolve this dispute. Although the SRIA remains a nominal defendant in this case, the SRIA will not take part in the trial because the SRIA is not involved in property valuations. I have requested that the attorneys for the plaintiffs dismiss the SRIA because the SRIA is not involved in the valuation.

C. **Portofino Tower Two Homeowners Association at Pensacola Beach, Inc. vs. Santa Rosa Island Authority, et. al. Escambia County Circuit Court Case No. 2011 CA 002418 (Litigation):** This is one of eight companion cases filed by Attorney Ed Fleming against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA. The complaints seek declaratory relief, injunctive relief and a re-evaluation of the property appraisals against the Escambia County Property Appraiser and the Escambia County Tax Collector. Declaratory relief is sought against the Escambia County Property Appraiser, the Escambia County Tax Collector and the SRIA for the issuance of a deed for fee simple ownership if the Court rules that the plaintiff is an equitable owner.

**Status:** This case is still open because the issue of the valuation of the improvements is in dispute. A case management conference has been scheduled for April 22, 2019 and the trial has been set for September 2019 to resolve this dispute. Although the SRIA remains a nominal defendant in this case, the SRIA will not take part in the trial because the SRIA is not involved in property valuations. I have requested that the attorneys for the plaintiffs dismiss the SRIA because the SRIA is not involved in the valuation.
Pensacola Beach, Inc., et. al. v. American Fidelity Life Insurance Company, et. al. Case No. 2013-CA-002311 (Litigation): These plaintiffs have filed a claim for money damages against the SRIA and other defendants for slander of title, tortious interference with a contract and a business relationship, conspiracy, and violation of Florida’s Anti-Trust Act. A defendant, American Fidelity Life Insurance Company, has named the SRIA as a cross-claim defendant in the above case but is only seeking a declaratory judgement about the Pensacola Beach, Inc. master lease and the SRIA appears to have been named by American Fidelity in its claim because of the SRIA’s interests in that master lease; American Fidelity is not seeking any damages against the SRIA.

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

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

**Status:** The SRIA filed its answer and affirmative defenses to the complaint on January 2, 2019 and responded to the Plaintiffs’ discovery on January 17, 2019. The SRIA served its discovery, i.e., interrogatories, requests for production and admissions, on March 6, 2019 and expects responses to the discovery no later than Friday, April 5, 2019.

G. Formal Administrative Claims

None

H. Informal Claims

None
III. Other Matters Pending

A. Advise and assist SRIA Staff with public records request
B. Review and revise proposed lease amendment for a lease extension (1203 Ariola Drive)
C. Revise draft of a letter to the Escambia County BCC regarding a residential lease extension (1203 Ariola Drive)
D. Meet with SRIA Staff regarding the residential unit cap
E. Advise and assist SRIA Staff regarding proposed lease amendment for 28 Calle Hermosa
F. Advise and assist SRIA Staff regarding sublessee name changes
G. Advise and assist SRIA Staff regarding SRIA website compliance with the ADA
H. Advise and assist SRIA Staff regarding the Radical Rides dock application
I. Advise SRIA Staff regarding potential partial assignment of a master lease at the Portofino Boardwalk
J. Advise and assist SRIA Staff regarding the Escambia County BCC review of the 906 Ariola Drive lease extension
Santa Rosa Island Authority
Engineer’s Report
April 10, 2019

<table>
<thead>
<tr>
<th>Projects</th>
<th>Budget</th>
<th>Source</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Sabine Bay Channel Extension</td>
<td>$ 533,000 (c)</td>
<td>SRIA</td>
<td>Spring 2019</td>
</tr>
<tr>
<td>Pensacola Beach Playgrounds</td>
<td>$ 40,000 (e)</td>
<td>SRIA</td>
<td>Spring 2019</td>
</tr>
<tr>
<td>Phase 2 Dune Walkover Project</td>
<td>$ 52,000 (e)</td>
<td>SRIA</td>
<td>Spring 2019</td>
</tr>
<tr>
<td>Little Sabine Channel Bulkhead</td>
<td>TBD</td>
<td>SRIA</td>
<td>On-Hold</td>
</tr>
</tbody>
</table>

Narratives

Little Sabine Bay Channel Extension
Construction is underway and is expected to be substantially complete by June 10th.

Pensacola Beach Playgrounds
Construction plans for the new pavilion and sidewalks at Harry Gowens Park were submitted to SRIA staff for permitting and contractor acquisition. The construction of the new pavilion is anticipated to be completed this spring, 2019.

Phase 2 Dune Walkover Project
Procurement and final installation documents are being finalized.

Little Sabine Bay Channel Bulkhead
This project is currently on-hold pending completion of other SRIA projects.

(c) = Construction Budget
(e) = Engineering Budget
SRIA = Santa Rosa Island Authority
TBD = To Be Determined
DIRECTOR OF DEVELOPMENT SERVICES MONTHLY REPORT

APPROVED PROJECTS:

Residential Construction (6):

- 808 Ariola – Construction of a new, pile supported, elevated swimming pool, within setbacks, for an existing conforming, SFR structure.
- 900 Ft Pickens Rd #114 – Santa Rosa Dunes Condos - Interior renovations to existing unit.
- 4 Portofino Dr. #1904 - Interior renovations to existing unit.
- 66 Calle Marbella – Construct a roof over existing rear deck
- 1708 Ensenada Uno – Repairs and Renovations to existing SFR structure.
- 124 Siguenza Dr. – Construction of a 4’ x 50’ access pier, 8’x10’ platform, 2’x 40’ catwalk, and an uncovered boat lift from leasehold property.

Commercial projects (5):

- 460 Pensacola Beach Blvd. (Beach to Bay, LLC) – Interior renovations to existing buildings building for future bar and pizza kitchen.
- 12 VDL, (Hilton Garden Inn) – Replace/ modify existing rooftop cell equipment.
- 721 Pensacola Beach Blvd (Verandas) – New Roof.
- 5 VDL (Jelly’s) - Hood suppression system for new kitchen.
- 41 Ft Pickens Rd. (Casino Beach Bar and Grill) – Install new turtle friendly lighting on existing site.