

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

<b>SUBJECT</b>	Palmetto Park 'N Ride Replacement Housing Payment - Martinez	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	July 19, 2010	<b>DATE SUBMITTED/REVISED</b>	July 12, 2010
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Property Management/ Property Acquisition	<b>AUTHORIZED BY TITLE</b>	Charlie Bishop, Director, Property Management <i>CHB</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Barbara Carter Extension 3009	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Joaquin Servia, Property Acquisition Division Manager, Extension 3021 <i>JS</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>[Signature]</i>	

**ACTION DESIRED**  
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization of Replacement Housing Payment to Jose Martinez, in the form of a rent supplement, in the amount of \$12,996.48 required as a result of the Palmetto Park 'N Ride project in Palmetto.

**ENABLING/REGULATING AUTHORITY**  
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

All relocation assistance shall be handled in accordance with Title 23, Code of Federal Regulations, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Chapters 73, 74, 336, 337 FS and any other applicable Federal, State, Local regulations.

**BACKGROUND/DISCUSSION**

- The Palmetto Transit Center is located at the southeast corner of 8<sup>th</sup> Avenue West and 19<sup>th</sup> Street West in Palmetto.
  - On April 21, 2010, a closing was conducted with Jack and Hazel Ford for the purchase of 6 residential structures for this facility. The tenants may be entitled to relocation benefits pursuant to the Uniform Relocation Assistance Policies Act of 1970.
  - One-half of a duplex, located at 1817 7<sup>th</sup> Avenue West, is a 2 bedroom, 1 bath unit occupied by Jose Martinez and his brother. Their rent supplement payment is calculated based on the number one rental comparable on the market and their monthly household income. The rental supplement claim is calculated as follows:
 

• Comparable #1	\$ 926.00 (rent plus utilities)
• 30% of Monthly Income	- \$ 616.56
• Difference	\$ 309.44 X 42 months = \$12,996.48
  - Relocation costs for this project were anticipated in the initial cost of the project.
- ACCEPTED IN OPEN SESSION 7/12/2010  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY
- A Replacement Housing Payment in the amount of \$12,996.48 is hereby requested payable to Jose Martinez.
- Pursuant to the Uniform Relocation Act, moving expenses are also reimbursable to the displacee and has been previously approved.

**COUNTY ATTORNEY REVIEW**

<b>Check appropriate box</b>	
<input checked="" type="checkbox"/>	<b>REVIEWED</b> <b>Written Comments:</b> <input checked="" type="checkbox"/> Attached Memo from CAO dated July 9, 2010 <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b>

<b>ATTACHMENTS:</b> (List in order as attached)		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
1) Replacement Housing Payment Package 2) Memo from CAO		Please notify Barbara Carter, Property Acquisition, of approval of this request with a copy to Christy Cultrera in Finance and Randy Beggs, Transit. <i>Emailed 7/22/10</i>	
<b>COST:</b>	\$12,996.48 (RHP)	<b>SOURCE (ACCT # &amp; NAME):</b>	436-9008929-Florida Transit Authority
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

5600 Mariner Street  
Suite 104  
Tampa, Florida 33609



Telephone 813-287-8191  
Fax 813-287-8272  
Email  
pam@americanacquisition.com

MEMO

**To:** Joaquin Servia, Division Manager, Manatee County  
**Attn:** Barbara Carter, Real Property Supervisor, Manatee County  
**From:** Pamela L. Taylor, SR/WA, R/W-RAC, Consultant Relocation Agent  
**Date:** June 9, 2010  
**CC:** Agent File  
**Re:** Explanation of Rental Supplement Claim

Project : Palmetto Park 'N' Ride  
County : Manatee  
State Road No. : Palmetto Park 'N' Ride  
Parcel No. : Ford Property – Jose Martinez

RECEIVED

PROPERTY ACQUISITION  
DIVISION

3:00 PM

Mr. Martinez is now making a claim for the rent supplement benefits. He is eligible for a maximum entitlement of \$12,996.48 which was based on the difference between 30% of the total monthly household income and the rent and utilities for a comparable dwelling (Comparable #1).

The monthly rent and utilities at the Number One Comparable was determined to be (\$750.00/rent + \$176.00/utilities = \$926.00). He has entered into a lease agreement to rent a replacement dwelling located at 1312 4<sup>th</sup> Street West, Palmetto, FL where he and his brother Mario Martinez will occupy as their primary residence. The dwelling was inspected and meets the decent, safe and sanitary requirements. Mr. Martinez is eligible for the maximum entitlement.

We recommend payment of this claim in the amount of \$12,996.48 which is the maximum entitlement for the Rent Supplement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPLACEMENT HOUSING PAYMENT TRANSACTION PACKAGE**

575-040-10  
 RIGHT OF WAY  
 09/09

ITEM/SEGMENT #: N/A  
 MANAGING DISTRICT: Manatee County  
 FAP #: N/A  
 STATE ROAD #: Palmetto Park 'N' Ride  
 COUNTY: MANATEE  
 PARCEL #: Ford Property - Martinez

DISPLACEE NAME: Jose Martinez		AMOUNT \$12,996.48		<input checked="" type="checkbox"/> REGULAR PAYMENT	<input type="checkbox"/> ADVANCE CLAIM
MAKE WARRANT PAYABLE TO: Jose Martinez				<input type="checkbox"/> PARTIAL PAYMENT	<input type="checkbox"/> ADVANCE PAYMENT
(Balance: \$0.00)					

Total RHP claimed to date (including this claim) \$ 12,996.48

ITEM	DOCUMENT TYPE	FORM #	TYPE OF PAYMENT						PENDING	ATTACHED
			MOBILE HOME PURCHASE	PURCHASE ADDITIVE	DOWN PAYMENT ASSISTANCE	RENTAL ASSISTANCE	RELOCATION INCIDENTAL EXPENSES	INCREASED INTEREST		
1	R.H.P. CLAIM	14	X	X	X	X	X	X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	HOUSEHOLD SURVEY	02	X	X	X	X	X	X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	R.H.P. DETERMINATION	05	X	X	X	X	X	X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	ELIGIBILITY STATEMENT - 180-D OWNER	06		X			*	*	<input type="checkbox"/>	<input type="checkbox"/>
5	ELIGIBILITY STATEMENT - OTHERS	03			X	X	*	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	SUBJECT RENTAL / UTILITY DOCUMENTATION					X			<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	R.H. RENTAL / UTILITY DOCUMENTATION					X			<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	INCOME VERIFICATION					X			<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	SUBJECT PROPERTY CLOSING STATEMENT			X			X	X	<input type="checkbox"/>	<input type="checkbox"/>
10	REPLACEMENT PROPERTY CLOSING STATEMENT			X	X		**		<input type="checkbox"/>	<input type="checkbox"/>
11	R.H. OCCUPANCY VERIFICATION / DSS CERTIF.	13		X	X	X			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12	R.H. QUESTIONNAIRE - EACH COMP.	13		X		X			<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	MORTGAGE NOTES - SUBJECT PROPERTY							X	<input type="checkbox"/>	<input type="checkbox"/>
14	MORTGAGE NOTE - R.H.							X	<input type="checkbox"/>	<input type="checkbox"/>
15	COMPUTATION WORKSHEET - INCREASED INTEREST							X	<input type="checkbox"/>	<input type="checkbox"/>
16	SUBJECT PROPERTY CARVE - OUT WORKSHEET			**					<input type="checkbox"/>	<input type="checkbox"/>
17	R.H. CARVE - OUT WORKSHEET			**				**	<input type="checkbox"/>	<input type="checkbox"/>
18	R.H. DOWNPAYMENT DOCUMENTATION				X				<input type="checkbox"/>	<input type="checkbox"/>
19	SUMMARY WORKSHEET			X			X		<input type="checkbox"/>	<input type="checkbox"/>
20	MOBILE HOME PURCHASE AGREEMENT AND TITLE		X						<input type="checkbox"/>	<input type="checkbox"/>
21	APPRAISAL								<input type="checkbox"/>	<input type="checkbox"/>
22	FORM 575-030-27 (FOR INITIAL CLAIM) <i>Tax ID</i>					X			<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	ESTIMATES (DS&S IMPROVEMENTS)								<input type="checkbox"/>	<input type="checkbox"/>
24	OTHER <i>Lease Agreement (Displacement)</i>								<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Explanation of Claim								<input type="checkbox"/>	<input checked="" type="checkbox"/>

LEGEND: \* -Item 4 or 5      \*\* If applicable      X -Required form for claim type

REMARKS:  
 This claim represents a lump sum payment for the maximum entitlement of Rent Supplement.

PREPARED BY	<i>Donna L. Jolly</i>	/Consultant Relocation Agent	<u>6/9/10</u>
REVIEWED BY	<i>[Signature]</i>	/QAR Reviewer	<u>6/9/10</u>
APPROVED BY	<i>Joseph W. [Signature]</i>	/ 16000 Act Mgr	<u>6-22-10</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Displacee Address: 1817 7th Avenue W., Palmetto, FL 34221

ITEM/SEGMENT #: N/A

Make Warrant Payable to: Jose Martinez

MANAGING DISTRICT: Manatee County

F.A.P. #: N/A

STATE ROAD #: Palmetto Park "N" Ride

Warrant Amount: \$12,996.48

COUNTY: MANATEE

PARCEL: Ford Property - Martinez

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of MANATEE, to wit in support of said application claimant, after first being duly sworn, deposed and says:

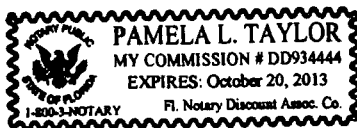
1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.
2. That claimant  owned and occupied  rented and occupied the above referred to property for not less than  180 days  90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.
3. That claimant was required to move from the aforesaid property on June 9, 2010, and purchased or rented a replacement dwelling on June 1, 2010. The replacement dwelling located at 1312 4th Street West, Palmetto, FL 34221 was occupied on June 9, 2010.
4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary and adequate as described in the brochure entitled "Your Relocation", a copy of which claimant has received and read.
5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is 2.
6. Claimant requests that the payment in the amount of \$12,996.48, applied for herein be made to (check one)  claimant  other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).  
N/A
7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.
8. That claimant agrees that the amount of any final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so that the judgment amount and the replacement housing payment do not exceed the cost of this comparable dwelling but in no event shall the judgment be reduced by more than the amount of the replacement housing payment. Therefore, "it is agreed and understood by the parties hereto that the sum of \$0.00 herewith paid as relocation assistance shall be and become a lien upon that portion of any award in any condemnation suit now or hereafter pending relating to the acquisition of the property described herein in excess of the sum of \$0.00, which sum is designated as the amount which, when added to the replacement housing payment herewith paid, represents the average cost of replacement housing; and that said sum of \$0.00, shall be repaid and reimbursed to the Department to the extent that any such condemnation award, relating to the property herein described, shall be in excess of \$0.00."
9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

Pamela L. Taylor, SRWA, RW-RAC  
D.O.T. AGENT

X Jose Martinez  
Claimant Signature

STATE OF FLORIDA  
COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 9 day of June, 2010, by Jose Martinez who is personally known to me or who has produced Permanent Resident Card as identification, and who did take an oath.



Notary Public in and for the County and State last aforesaid.

My commission expires:

Serial No., if any:

Notary Signature: Pamela L. Taylor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**HOUSEHOLD SURVEY QUESTIONNAIRE**

575-040-02  
 RIGHT OF WAY  
 10/04  
 Page 1 of 2

(941) 580-0841 (cell)

NAME: Jose Martinez  
 STREET ADDRESS: 1817 7th Ave. W. Palmetto, FL 34221  
 MAILING ADDRESS: Same.

TELEPHONE NO.: ~~879-1279~~  
 ITEM/SEGMENT NO.: N/A  
 MANAGING DISTRICT: Manatee  
 LESS THAN 90-DAY OCCUPANT:  YES  NO  
 FAP NO.: N/A  
 STATE ROAD NO.: Palmetto Park Rd  
 COUNTY: Manatee  
 UPDATED: \_\_\_\_\_  
 PARCEL #: Ford Property - Jose Martinez

RACE:  
 WHITE  
 BLACK  
 HISPANIC  
 ASIAN AMERICAN/PACIFIC ISLANDER  
 AMERICAN INDIAN/ALASKAN NATIVE  
 UNDISCLOSED

BY: Pamela L. [Signature] DATE: 5/4/10  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

HEAD OF HOUSEHOLD AND ALL HOUSEHOLD OCCUPANTS ARE:  
 Citizens of the United States  Nationals of the United States  Aliens lawfully present in the United States (Documentation required)  
 DATE OF OCCUPANCY: 2007 VERIFICATION OF OCCUPANCY: landlord  
 Support Documentation Attached

	NAME	AGE	RELATIONSHIP
1.	<u>Jose Martinez</u>	<u>29</u>	<u>Head of Household (Legal Resident)</u>
2.	<u>Mario Martinez</u>	<u>20</u>	<u>Brother (941) 592-1382 (Legal Res.)</u>
3.	<u>Jessica Gonzalez</u>	<u>19</u>	<u>Mario's girlfriend (no documentation) (of legal residence)</u>
4.			
5.			
6.			
7.			
8.			

HEAD OF HOUSEHOLD NAME: Jose Martinez

EMPLOYER & ADDRESS (HEAD OF HOUSEHOLD):  
Team Edition Apparel  
 TELEPHONE NO.: (941) 747-5300  
 DISTANCE TO WORK: \_\_\_\_\_  
 LENGTH OF EMPLOYMENT: 7 yrs.

EMPLOYER & ADDRESS (SPOUSE):  
N/A  
 TELEPHONE NO.: \_\_\_\_\_  
 DISTANCE TO WORK: \_\_\_\_\_  
 LENGTH OF EMPLOYMENT: \_\_\_\_\_

DOMICILE?  YES  NO IF NO, GIVE PERMANENT ADDRESS: \_\_\_\_\_

- COMPLETE FOR TENANTS ONLY -

MONTHLY UTILITY EXPENSE	INCOME SOURCE	AMOUNT	Contract Rent:	Market Rent:	Rental Subsidy:
Electric \$ <u>130.00</u> ± 0.00	<u>Jose</u>	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
Water \$ <u>40.00</u> ± 0.00	<u>Mario</u>	\$0.00			
Sewage \$ _____ 0.00		\$0.00			
Other \$ _____ 0.00		\$0.00			
Total \$ <u>170.00</u> ± 0.00	TOTAL <u>see Income Cert.</u>	\$0.00			

Personal property on premises owned by other than occupants?  
 YES  NO

I HEREBY CERTIFY THAT THE ABOVE INFORMATION TO BE TRUE AND CORRECT:  
 SIGNED: Jose Martinez OCCUPANT DATE: 4-22-10

SUBJECT DWELLING:

TYPE: <input type="radio"/> SINGLE-FAMILY <input checked="" type="radio"/> MULTI-FAMILY <input type="radio"/> MOBILE HOME	
LIVEABLE AREA: <u>487 / SF</u>	BR. <u>2</u> UTIL. RM. <u>1</u>
LOT SIZE: <u>N/A</u>	BATHS <u>1</u> STORAGE <u>0</u>
DWELLING AGE: <u>1972</u>	LR <u>1</u> SCREEN PORCH <u>0</u>
TYPE CONSTRUCTION: <u>CBS</u>	DR <u>0</u> FAMILY RM. <u>0</u>
TOTAL ROOMS: <u>5 (including utility)</u>	KIT <u>eat-in 1</u> PATIO <u>0</u>
	CARPOR <u>1</u> GARAGE <u>0</u>
	AIR COND. <u>yes</u> TYPE <u>Central</u> Units # <u>1</u>
	WELL <u>NO</u> SEPTIC <u>Yes</u>
EXTERIOR ATTRIBUTES: <u>None</u>	
NEIGHBORHOOD TYPE: <u>Residential</u> ZONING _____	
DISTANCE TO SHOPPING: <u>less than 1 mile</u>	FINANCING: <input type="radio"/> FHA <u>N/A</u> <input type="radio"/> CONVENTIONAL <input type="radio"/> VA <input type="radio"/> NONE
DISTANCE TO CHURCH OF CHOICE: <u>N/A</u>	MORTGAGE SERVICED BY: _____
DISTANCE TO SCHOOLS: _____	ADDRESS: <u>N/A</u>
ELEMENTARY: _____	INTEREST RATE: _____
JR. HIGH: <u>N/A</u>	PRINCIPAL BALANCE: \$0.00
SR. HIGH: _____	MONTHLY PRINCIPAL & INTEREST PAYMENT: \$0.00
DISTANCE TO TRANSPORTATION: _____	REMAINING TERM: _____
UTILIZED BY HOUSEHOLD? <u>1 block</u>	PREVAILING INTEREST RATE: _____
<input type="radio"/> YES <input checked="" type="radio"/> NO	

REPLACEMENT DWELLING PREFERENCES:

NEIGHBORHOOD: <u>Residential</u>	CITY: <u>Palmetto</u>	COUNTY: <u>Manatee</u>
MAXIMUM AMOUNT ALLOCABLE FOR HOUSING (WITHIN OCCUPANT'S PRESENT FINANCIAL MEANS):	\$ <u>0.00</u> PURCHASE	\$ <u>0.00</u> RENT
TYPE DWELLING DESIRED: <input type="radio"/> SINGLE-FAMILY <input checked="" type="radio"/> MULTI-FAMILY <input type="radio"/> MOBILE HOME	DISPLACEE PLANS TO: <input type="radio"/> BUY <input checked="" type="radio"/> RENT <input type="radio"/> BUILD <input type="radio"/> RETAIN	
REMAINDER PROPERTY ADEQUATE? <input type="radio"/> YES <input checked="" type="radio"/> NO		
OWN OTHER PROPERTY THAT IS ADEQUATE? <input type="radio"/> YES <input checked="" type="radio"/> NO	AVAILABLE? <input type="radio"/> YES <input type="radio"/> NO	
WILL SUBSIDIZED HOUSING BE REQUIRED? <input type="radio"/> YES <input type="radio"/> NO <u>maybe</u>		
SPECIAL FAMILY NEEDS: <u>None.</u>		
REMARKS: <u>Tenants own washer/dryer</u>		

AGENT'S SIGNATURE

Patricia L. Zafra

DATE

4/22/10

---

## MEMORANDUM

AMERICAN ACQUISITION GROUP, LLC.  
5600 Mariner Street, Suite 104, Tampa, FL 33609  
Voice (813) 287-8191 Facsimile (813) 287-8272

---

**Date:** May 11, 2010

**To:** Joaquin Servia, Division Manager, Manatee County  
Attn: Barbara Carter, Real Property Supervisor, Manatee County

**From:** Pamela L. Taylor, SR/WA, R/W-RAC, Consultant Relocation Agent *plt*

**Copies:** Parcel File

**Subject:** RHP DETERMINATION AND RECOMMENDATION

---

Job Number : N/A  
County : Manatee  
Project Name : Palmetto Park 'N' Ride  
Parcel No. : Ford Property – Jose Martinez

Jose Martinez, age 47, head of household, and his brother, Mario Martinez, have been identified as displacees due to the acquisition of their primary residence for the construction of Palmetto Park 'N' Ride facility in Palmetto, Florida. They have rented and occupied the subject property for more than 90 days prior to the initiation of negotiations which entitles them to relocation benefits in the form of a Rent Supplement to assist in renting a comparable replacement dwelling. The following is a brief description of the residential community, the displacement dwelling, the replacement comparables and the recommended compensation for the replacement housing payment.

The subject is ½ of a duplex of concrete block construction. The dwelling contains two bedrooms, one bathroom, a living room, eat-in kitchen with appliances, utility room with washer/dryer hookup and a one-car carport. The property is located 1817 7<sup>th</sup> Avenue West, Palmetto, FL 34221. The dwelling was built in 1972 according to appraisal and contains approximately 487/SF of living area (exclusive of garage/utility room) and a total area of 787/SF based on outside measures of the building. The effective age of this dwelling is 20 years and the property appears to be in good condition. Heating and cooling are provided by a central HVAC unit. This residence rents for **\$750.00 plus an average monthly electric of \$179.00 and average monthly water/sewer \$34.84 for a total monthly rent of \$963.84. Landlord pays for trash pickup and lawn maintenance.**

### Search for Comparable Dwellings

Several local Realtor's in the Palmetto and Bradenton area provided assistance in searching for available rentals. A search of the Multiple Listing Service was performed and revealed very few available rentals. Types of properties searched included duplexes and single-family dwellings. Area classifieds and other rental publications were also consulted. However, most of the rentals were found as a result of the relocation agent driving the area



within a 10-mile radius and inquiring about the properties with For Rent signs posted.

The rental market in the area is very tight and the rentals that do become available go quickly as was the case with several potential comparables that were off the market before an inspection could be performed. All comparables used in this calculation were evaluated for decent, safe and sanitary (DS&S) purposes and they appear to adhere to the 1997 Southern Standard Building Code Congress International, Inc. (SBCCI) for occupancy. The comparables selected have been inspected to ensure they conform to the minimum requirements set forth in Chapter 3 of this code.

**Comparable 1** is a two bedroom, one bathroom duplex of concrete block construction and a fenced back yard located in Bradenton. The home is located at 5003 19<sup>th</sup> Street W., Unit A, Bradenton, FL. The home was built in 1970. It contains 756/SF of livable area and is located approximately 7.12 miles from the subject. The home has a kitchen with dining area, living room, utility room with washer/dryer provided and central heating and air conditioning and carport. It has been inspected for DS&S requirements and meets all requirements in terms of overall condition. It is functionally equivalent to the displacement dwelling and meets the DS&S requirements for this family. This home currently rents for \$750.00. Tenant pays all utilities. According to FP&L, the monthly average electric is \$136.00 and the City of Bradenton advises the monthly average for water and sewer is \$40.00. **The total rent and utilities at the comparable are \$926.00 per month which includes lawn maintenance and trash pick-up.**

**Comparable 2** is a two bedroom, one bathroom duplex of concrete block construction and a fenced back yard located in Bradenton. The home is located at 5003 19<sup>th</sup> Street W., Unit B, Bradenton, FL. The home was built in 1970. It contains 756/SF of livable area and is located approximately 7.12 miles from the subject. The home has a kitchen with dining area, living room, utility room with washer/dryer provided and central heating and air conditioning and carport. It has been inspected for DS&S requirements and meets all requirements in terms of overall condition. It is functionally equivalent to the displacement dwelling and meets the DS&S requirements for this family. This home currently rents for \$750.00. The rent is higher because, even though the unit is DS&S as is, the new owner is going to install a new kitchen which will also include new cabinets, sink and possibly new appliances. Tenant pays all utilities. According to FP&L, the monthly average electric is \$147.00 and the City of Bradenton advised the monthly average for water and sewer is \$64.00. **The total rent and utilities at the comparable are \$961.00 per month which includes lawn maintenance and trash pick-up.**

### **RENT SUPPLEMENT CALCULATION** **Base Monthly Rental**

Before performing the rent supplement calculation, a base monthly rental for the displacement dwelling must first be established. The base monthly rental for the displacement dwelling is the lesser of:

1. The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency (for an owner-occupant, use the fair market for the displacement dwelling (lot only in this instance). For a tenant who paid little or no rent for the displacement

dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances);

2. Thirty (30) percent of the displaced person's average monthly gross household income if the amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs. The base monthly rental shall be the actual rent and utilities at the subject for persons with income exceeding the survey's "low income" limits, or for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full-time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or,
3. The total amounts designated for shelter and utilities if the displaced person is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

Mr. Martinez and his brother have very low according to HUD guidelines for the Sarasota-Bradenton area in that their total household income does not exceed \$39,900.00 for a family of two. (HUD guidelines are attached and highlighted for reference.) Based on the income documentation, Mr. Martinez's total household income is \$24,662.50 per year. Therefore his base monthly rental is as follows:

Total Monthly Household Income:  $\$24,662.50$  divided by 12 =  $\$2,055.21$  x 30% =  $\$616.56$

**Base monthly rental at the displacement site is \$616.56.**

The Rent Supplement calculation is as follows:

Comparable #1	\$ 926.00 (rent plus utilities)
Subject Base Monthly Rental (30% of Income):	<u>\$ - 616.56</u>
Difference	\$ 309.44 x 42 months = \$12,996.48
Total Rent Supplement:	<b>\$12,996.48</b>

### **Last Resort Housing**

Due to the fact that Mr. Martinez has brother have very low income, this calculation falls into Last Resort Housing requiring a Super Supplement payment. This Super Supplement is necessary in order to make the comparable dwelling affordable. It is recommended that this family be eligible to receive a Rent Supplement not to exceed **\$12,996.48.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPLACEMENT HOUSING PAYMENT DETERMINATION  
 THREE COMPARABLES METHOD**

575-040-05  
 RIGHT OF WAY  
 05/03  
 Page 1 of 2

OCCUPANT & ADDRESS: Jose Martinez 1817 7th Avenue W. Palmetto, FL 34221	ITEM/SEGMENT NO.: N/A
	MANAGING DISTRICT: Manatee County
	F.A.P. NO.: N/A
	STATE ROAD NO.: Palmetto Park 'N' Ride
	COUNTY: MANATEE
PARCEL #: Ford Property - J.Martinez	

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION: 5003 19th Street W., Unit A, Bradenton, FL	DISTANCE FROM SUBJECT: 7.12 miles
OWNER: Toni (Wagner Realty)	REALTOR: Owner (941) 748-1005
ASKING PRICE: \$ 0.00	MONTHLY RENTAL: \$ 750.00

COMPARABLE NO. 2:

ADDRESS OR LOCATION: 5003 19th Street W., Unit B, Bradenton, FL	DISTANCE FROM SUBJECT: 7.12 miles
OWNER: Toni (Wagner Realty)	REALTOR: Owner (941) 748-1005
ASKING PRICE: \$ 0.00	MONTHLY RENTAL: \$ 750.00

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

**A. TENURE:**  
 SUBJECT PROPERTY:  OWNER  TENANT  
 REPLACEMENT PROPERTY:  OWNER  TENANT  
 ELIGIBILITY BASED UPON:  180 DAYS  90 DAYS  
 LESS THAN 90-DAY OCCUPANT

RETENTION

**B. SUBJECT PROPERTY VALUATION:**

<input type="checkbox"/> APPRAISAL .....	\$	_____
<input type="checkbox"/> PARTIAL TAKING .....	\$	_____
<input type="checkbox"/> HIGHEST AND BEST USE .....	\$	_____
<input checked="" type="checkbox"/> ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES .....	\$	_____
<input checked="" type="checkbox"/> ACTUAL RENT (MONTHLY) INCLUDING UTILITIES .....	\$	963.84
TOTAL MONTHLY INCOME x 30% ( \$ 2055.21 x 30% ) .....	\$	616.56
BASE MONTHLY RENTAL .....	\$	616.56

**C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE**

BASED UPON CURRENT SELLING PRICE OF:

COMPARABLE NO. 1 .....	\$	_____
COMPARABLE NO. 2 .....	\$	_____
COMPARABLE NO. 3 .....	\$	_____
COMPARABLE ANALYSIS FINDING (COMPARABLE NO. 1) .....	\$	_____
LESS: SUBJECT PROPERTY VALUATION .....	\$	_____
EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT .....	\$	_____

**D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE**

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE NO. 1 .....	\$	926.00
COMPARABLE NO. 2 .....	\$	961.00
COMPARABLE NO. 3 .....	\$	_____
COMPARABLE ANALYSIS FINDING (COMPARABLE NO. 1) .....	\$	926.00
LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL .....	\$	616.56
EQUALS: RENT DIFFERENTIAL .....	\$	309.44
		X 42
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT .....	\$	12996.48

**E. DOWN PAYMENT COMPUTATION:**

VALUE OF REPLACEMENT DWELLING .....	\$	_____
DOWN PAYMENT REQUIRED: _____ %		
AMOUNT OF PAYMENT .....	\$	_____
(MORTGAGE AMOUNT _____ ; INTEREST RATE _____ %; # months _____)		

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

SUBMITTED: _____	SIGNATURE	TITLE	DATE
REVIEWED: _____		Consultant Relocation Agent	5/11/10
APPROVED: _____		QAR Reviewer	5/11/10
		LOMO A.M. MGR.	5-20-10

REMARKS: Comparables 1 and 2 include utilities, trash pickup and lawn maintenance.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY  
REPLACEMENT HOUSING PAYMENT FOR 90 DAY OCCUPANT

FORM 575-040-03  
RIGHT OF WAY  
08/05

May 11, 2010

Jose Martinez  
1817 7th Avenue W.  
Palmetto, FL 33221

ITEM/SEGMENT #:  
MANAGING DISTRICT:  
F.A.P. #:  
STATE ROAD #:  
COUNTY:  
PARCEL #:

N/A  
N/A  
Palmetto Park N  
Ride  
Manatee  
Ford Prop. -

This is to certify that Jose Martinez  
residing at 1817 7th Avenue W., Palmetto, FL 34221

(Jose Martinez)

- will not be eligible for replacement housing because
- will be eligible for the amount required to rent a decent, safe, and sanitary dwelling not to exceed \$ 0.00 as a  tenant/  owner who elects to rent. This amount is based upon the monthly rental and utilities of the acquired dwelling (\$ 0.00 ) and the rental rate and utilities of the comparable replacement dwelling offered by the Department (\$ 0.00 ). If the displacee rents a replacement dwelling with a different rental rate, the amount of the eligibility may change.
- will be eligible for the amount required to rent a decent, safe, and sanitary dwelling not to exceed \$ 12,996.48 as a  tenant/  owner who elects to rent. This amount is based upon 30% of the gross monthly income of the household (\$ 616.56 ) and the rental rate and utilities of the comparable dwelling offered by the Department (\$ 926.00 ). If the displacee rents a replacement dwelling with a different rental rate, the amount of the eligibility may change.
- will be eligible for the amount required as a down payment to purchase a decent, safe, and sanitary dwelling not to exceed \$ 12,996.48 as a  tenant/  owner who elects to purchase. The displacee may also be eligible for reimbursement for costs incidental to the purchase of the replacement dwelling.

If the displacee elects to relocate through a different status than indicated herein, this statement will be void and a new determination will be made to reflect the option chosen.

The displacee will be eligible for the payment indicated above provided he/she rents and occupies or purchases and occupies decent, safe and sanitary replacement housing within one year from the time he/she was required to move. Payments will not be made until the displacee occupies the replacement unit. (The above eligibility finding is subject to change if comparables similar to the property to be acquired are no longer available.)

If you are eligible for a replacement housing payment, please see attached Form Number 575-040-05 for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: *[Signature]*

Dated: 5-15-10

Title: Division Manager, Manatee County

Receipt Acknowledged *[Signature]*

Dated: 5/20/10

**INCOME CERTIFICATION**

TO: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ADMINISTRATION	Rental Date: <i>2007</i>	ITEM/SEGMENT #: <u>N/A</u>
	2. Date of Initial Occupancy <i>2007</i>	MANAGING DISTRICT: <u>Manatee County</u>
1. Full Name(s) of Applicant(s) Jose Martinez	3. Home Phone No. (941) 879-1279	F.A.P. #: <u>N/A</u>
	5. Occupation of Head of Household <u>Sales</u>	STATE ROAD #: <u>Palmetto Park/Ride -Ford</u>
4. Address of State Acquired Premises 1817 7th Ave. W., Palmetto, FL 34221	6. Occupation of Spouse <u>N/A</u>	COUNTY: <u>MANATEE</u>
7. Applicant's Employer and Address Team Edition Apparel	8. Spouse's Employer and Address N/A	PARCEL #: <u>Ford Property - Martinez</u>
Zip _____ Phone _____	Zip _____ Phone _____	

Name	Relationship to Head of Household	Income Last 12 Months				TOTAL LAST 12 MONTHS (Sum of all Entries)
		Gross Wages or Salaries	Retirement Social	Other	Benefits Payments Disability Unem-employment	
Jose Martinez	Self	21,283.76				21,283.76
Mario Martinez	Brother	3,378.74				3,378.74
			0.00	*		
		<i>Jose</i> 21,283.76	+			
		<i>Mario</i> 3,378.74	+			
	Total	24,662.50				24,662.50

10. OTHER INCOME	11. INCOME ON ASSETS (last 12 months)
(A) Gross overtime pay, commissions, fees, tips, and bonuses	(1) Interest and Dividends <u>0.00</u>
(B) Net income from operation of a business or profession	(2) Net Income from Rental of Real or Personal Property <u>0.00</u>
(C) Periodic payments from annuities, insurance policies, pensions, or death benefits	(3) Net Income from Other Capital Investments <u>0.00</u>
(D) Alimony and child support	TOTAL ACTUAL INCOME FROM ASSETS (A) <u>\$0.00</u>
(E) Workers compensation	
(F) Military pay (including regular, reserve, special pay and/or allowances)	
(G) Veteran's payments or benefits	
(H) Other	
(I) Total 10 (A) through 10 (H)	

12. TOTAL ANNUAL INCOME  
 (A) Enter total from Line 9 24,662.50  
 (B) Enter total from Line 10 (I) 0.00  
 (C) Enter total from Line 11 (A) 0.00  
 (D) Total annual income (Total A + B + C) 24,662.50

13. TOTAL MONTHLY GROSS INCOME Line 12 (D) Div. 12 = \$ <u>2,055.21</u>	COMMENTS: Jessica Gonzalez is on the Household Survey as Mario's girlfriend but has no documentation of legal residency and was advised she was ineligible for assistance. She advised that she has had no income for the past 12 months to contribute.
--	--

I (We) certify that our average monthly gross income, including salaries, wages, tips, commissions, rents, royalties, dividends, interests, profits, pensions, and annuities, irrespective of expenses and voluntary or involuntary deductions, is correctly stated above. I (We) understand that this information will be used in connection with a highway project. I (we) understand that inquiries may be made to verify the statements herein.

SIGNATURE AND DATE	SIGNATURE AND DATE
NAME OF INTERVIEWER AND DATE OF INTERVIEW <i>Amela Taylor</i>	(SEE REVERSE SIDE)

**PRESCRIBED NOTICE TO ACCOMPANY REQUEST  
FOR PERSONAL INFORMATION**

The claimant or tenant, whose signature appears on the reverse, understands this information is being collected by the Florida Department of Transportation.

The following is furnished to explain the reason why the information is requested and the general uses to which that information may be utilized.

**PURPOSE:** The information requested is considered relevant and necessary to determine entitlement to the benefit for which you are applying.

**USES:** The information requested will be used in your best interest in determining eligibility to the maximum benefits allowable by law. There are not any known or foreseeable agencies or governmental units to which transfer of information may be made.

**EFFECTS OF NOT PROVIDING INFORMATION**

**Relocation Assistance Entitlement**

Disclosure of the information is voluntary. No penalty will be imposed for failure to respond. However your qualifications for benefits must then be made on the basis of the available evidence of records. This may result in a delay in the processing of the application and/or receipt of less than the maximum benefit (such as the payment being based on your current rent instead of being based on your income), to which you may be entitled. Failure to provide information in connection with the benefits currently being sought will have no detrimental effect on any other benefit to which you are entitled.

This information is needed to process relocation assistance claims and to determine if a tenant falls in the below moderate income category.

**RIGHT OF REVIEW:** Individuals have the right of access to records containing personal information on them at all times during regular office hours of the Department.

**INFORMATION COLLECTION AND ACCESS**

**AUTHORITY WHICH AUTHORIZED MAINTENANCE OF THE INFORMATION:**

Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

**The consequences, if any, of not providing all or any part of requested information.** Could result in the State not being able to determine full relocation benefits resulting in a proportional loss of relocation benefits.

**THE PRINCIPAL PURPOSE(S) FOR WHICH INFORMATION IS TO BE USED.** Information needed to process relocation claims.

**ANY KNOWN OR FORESEEABLE INTERAGENCY OR INTERGOVERNMENTAL TRANSFER OF INFORMATION COLLECTED.**

Information made available to: Federal Highway Administration, Florida Department of Transportation, Quality Assurance Review, State Comptroller's Office.

Each individual has the right, upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

For Department Use Only	
Number of Household Occupants:	<u>2</u>
County:	<u>Manatee</u>
URA Low Income Limit for this Household:	<u>\$39,900.00</u>

		I N C O M E L I M I T S							
PROGRAM		1-PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bradenton-Sarasota-Venice, FL MSA									
FY 2009 MFI: 62300	LOW-INCOME	34900	39900	44850	49850	53850	57850	61800	65800
Cape Coral-Fort Myers, FL MSA									
FY 2009 MFI: 60700	LOW-INCOME	34000	38850	43700	48550	52450	56300	60200	64100
Deltona-Daytona Beach-Ormond Beach, FL MSA									
FY 2009 MFI: 55200	LOW-INCOME	30900	35300	39750	44150	47700	51200	54750	58300
Fort Walton Beach-Crestview-Destin, FL MSA									
FY 2009 MFI: 66300	LOW-INCOME	37150	42450	47750	53050	57300	61550	65800	70050
Gainesville, FL MSA									
FY 2009 MFI: 59800	LOW-INCOME	33500	38300	43050	47850	51700	55500	59350	63150
Jacksonville, FL MSA									
Baker County, FL HUD Metro FMR Area									
FY 2009 MFI: 56100	LOW-INCOME	31450	35900	40400	44900	48500	52100	55700	59250
Jacksonville, FL HUD Metro FMR Area									
FY 2009 MFI: 65100	LOW-INCOME	36450	41700	46900	52100	56250	60450	64600	68750
Lakeland-Winter Haven, FL MSA									
FY 2009 MFI: 52200	LOW-INCOME	29250	33400	37600	41750	45100	48450	51750	55100
Miami-Fort Lauderdale-Pompano Beach, FL MSA									
Fort Lauderdale, FL HUD Metro FMR Area									
FY 2009 MFI: 65400	LOW-INCOME	42850	48950	55100	61200	66100	71000	75900	80800
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area									
FY 2009 MFI: 50800	LOW-INCOME	37750	43100	48500	53900	58200	62500	66850	71150
West Palm Beach-Boca Raton, FL HUD Metro FMR Area									
FY 2009 MFI: 67600	LOW-INCOME	42200	48250	54250	60300	65100	69950	74750	79600
Naples-Marco Island, FL MSA									
FY 2009 MFI: 70800	LOW-INCOME	39650	45300	51000	56650	61200	65700	70250	74800
Ocala, FL MSA									
FY 2009 MFI: 48800	LOW-INCOME	27350	31250	35150	39050	42150	45300	48400	51550
Orlando-Kissimmee, FL MSA									
FY 2009 MFI: 60700	LOW-INCOME	34000	38850	43700	48550	52450	56300	60200	64100
Palm Bay-Melbourne-Titusville, FL MSA									
FY 2009 MFI: 62200	LOW-INCOME	34850	39800	44800	49750	53750	57700	61700	65650
Palm Coast, FL MSA									
FY 2009 MFI: 56600	LOW-INCOME	31700	36250	40750	45300	48900	52550	56150	59800
Panama City-Lynn Haven, FL MSA									
FY 2009 MFI: 56200	LOW-INCOME	31450	35950	40450	44950	48550	52150	55750	59350
Pensacola-Ferry Pass-Brent, FL MSA									
FY 2009 MFI: 57100	LOW-INCOME	32000	36550	41150	45700	49350	53000	56650	60300
Fort St. Lucie, FL MSA									
FY 2009 MFI: 59600	LOW-INCOME	33500	38300	43050	47850	51700	55500	59350	63150
Punta Gorda, FL MSA									
FY 2009 MFI: 54400	LOW-INCOME	30450	34800	39150	43500	47000	50450	53950	57400
Sebastian-Vero Beach, FL MSA									
FY 2009 MFI: 58300	LOW-INCOME	32650	37300	42000	46650	50400	54100	57850	61600
Tallahassee, FL MSA									
Tallahassee, FL HUD Metro FMR Area									
FY 2009 MFI: 63600	LOW-INCOME	35650	40700	45800	50900	54950	59050	63100	67200
Wakulla County, FL HUD Metro FMR Area									
FY 2009 MFI: 59300	LOW-INCOME	33200	37950	42700	47450	51250	55050	58850	62650

*Jose Mendez*



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPLACEMENT HOUSING**  
**QUESTIONNAIRE/CERTIFICATION**

575-040-13  
 RIGHT OF WAY  
 05/03

*Replacement*

ITEM/SEGMENT #:	N/A
MANAGING DISTRICT:	Manatee County
F.A.P. #:	N/A
STATE ROAD #:	Palmetto Park 'N' Ride
COUNTY:	MANATEE
PARCEL #:	Ford Property -

DISPLACED: Jose Martinez  
 ADDRESS: 1817 7th Avenue W., Palmetto, FL 34221

COMPARABLE NO.: *Replacement*

NUMBER BEING RELOCATED TO THIS UNIT: 2

DISPLACED'S INCOME: \$24,662.50

ADDRESS OF PROPERTY: 1312 4th Street West  
 Bradenton, FL

LISTED BY: John Craig/Owner  
 (941) 773-4787 (cell)

OWNER'S NAME & ADDRESS:  
 John Craig  
 1311 4th Street West, Palmetto, FL 34224

SINGLE  M/H  
 MULTI  OTHER

ADVERSE ENVIRONMENTAL FACTORS?  
 None observed.

ASKING PRICE: \$0.00 RENTAL: \$1,000.00 MO. 0 % DOWN TO PURCHASE: N/A LOT SIZE: N/A

GARAGE  CARPOR  CAR(S)

TYPE OF NEIGHBORHOOD: Residential DISTANCE TO EMPLOYMENT: within 10 miles DISTANCE TO TRANSPORTATION: N/A

DISTANCE TO SHOPPING: less than 2 miles DISTANCE TO SCHOOL: ELEMENTARY: N/A JR. HIGH: N/A SR. HIGH: N/A

DISTANCE TO CHURCH OF CHOICE: N/A FAIR HOUSING:  YES  NO EXTERIOR APPURTENANCES: Fenced back yard

TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, 1249 SQ. FT. connecting corridors, pantries, if heated and considered part of the main body of the house.

TYPE OF CONSTRUCTION:  BRICK  FRAME  CONCRETE BLOCK  OTHER

AGE: 19 # BEDROOMS: 3 # BATHS: 2 # TOTAL ROOMS: 6

HOUSING CODE:  
 -IS PROPERTY COVERED BY A LOCAL HOUSING CODE?  YES  NO  
 -DOES PROPERTY CONFORM TO CODE?  YES  NO EXCEPTION LIST ATTACHED

ELECTRICITY:  
 -IS THERE PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM?  YES  NO

HEATING AND AIR CONDITIONING:  
 -IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE?  
 GIVE TYPE: Central  YES  NO  
 -IS INSPECTION BY A HEATING EXPERT NEEDED?  YES  NO  
 -IS THERE AN AIR CONDITIONING SYSTEM?  YES  NO  
 GIVE TYPE: Central # OF UNITS: 1

WATER SUPPLY:  
 -IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER?  
 GIVE SOURCE: Municipal  YES  NO  
 -IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? RESULTS:

KITCHEN:  
 -DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION?  YES  NO  
 -DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR?  YES  NO

BATHROOM:  
 -IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY?  YES  NO  
 -DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER?  YES  NO  
 -ARE FACILITIES CONNECTED TO:  SEWER  SEPTIC TANK?  YES  NO

STRUCTURE:  
 -IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR?  YES  NO  
 -IS STRUCTURE ADEQUATELY MAINTAINED?  YES  NO  
 -IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL?  YES  NO  
 -IS STRUCTURE THREE OR MORE STORIES HIGH?  YES  NO  
 IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL *N/A*  YES  NO  
 -DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS?  YES  NO

REMARKS: This is a single-family residence and appears to be in good condition.

I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS.  YES  NO

ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.

INFORMATION OBTAINED FROM: Personal Inspection/Public Records/Owner

AGENT'S SIGNATURE: *Pamela L. Zelnick* DATE: 6/2/10

I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF 05-9-10

AGENT'S SIGNATURE: *Pamela L. Zelnick*

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This instrument Prepared by: (print or type)

Name:

Address:

Replacement Lease

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

House Lease

THIS LEASE is made this Third day of JUNE, 2010, by and between John V. Craig, the Landlord, whose address for service of notices and payment of rent under this Lease is 1311 4th St West PALM BEACH, Florida 33421 and Jose Martinez, the Tenant.

IN CONSIDERATION of the following covenants, agreements and conditions, the Landlord leases to the tenant the following described premises: 3 Bedrooms, 2 Baths, ONE CAR GARAGE @ 1312 4th St. West, Palmetto Florida 33421

- 1. TERM. The term of this Lease is for a period of one year (12 months) beginning on and ending
2. RENT. Tenant shall pay to Landlord for the term of the Lease a total rent of \$ 12,000, payable in equal installments of \$ 1,000 in advance, on the third day of each month, and taxes, if any. Landlord acknowledges receipt from Tenant of advance rent in the amount of \$ one thousand dollars, to be held by Landlord and applied to the rental payments for the twelve months of the term of this Lease.
3. SECURITY DEPOSIT: Landlord additionally acknowledges receipt from Tenant of a security deposit in the amount of \$ 400. The deposit shall be returned to Tenant at the expiration of this Lease provided that all rent has been paid and all covenants, agreements and conditions in this Lease have been fully performed by the Tenant.
4. USE OF PREMISES. The leased premises shall be used as a private dwelling for the Tenant and Tenant's family which will consist of no more than Four adult and no child. Tenant agrees not to use the leased premises, or permit the premises to be used, for any illegal, immoral or improper purpose; and not to create or permit to be made, any disturbance, noise, annoyance or nuisance detrimental to the premises or to the comfort and peace of persons in the vicinity of the premises.
5. PETS. Tenant will keep no pets or other animals on the premises without the written consent of the Landlord. NO
6. UTILITIES. Tenant will be responsible for arranging in his own name and paying for all necessary utility and governmental services with the exception of NO EXCEPTIONS, which will be provided and paid for by the Landlord.
7. CARE OF PREMISES. (a) Repairs. Tenant at his expense, shall maintain the premises, furnishings, equipment, fixtures and plantings, if any, in the same condition as they exist on this day, ordinary wear and tear excepted. (b) Decoration / Alteration. Tenant will not paint, paper, decorate, alter, improve or change the premises, including its keys and locks, without the prior written consent of the Landlord. (c) Cleanliness / Waste. Tenant shall maintain the leased premises and adjacent public sidewalks and rights-of-way, if any, in a clean and safe condition; shall commit no waste; shall bring nothing, and do nothing, on the premises that might unreasonably increase the danger of fire or other hazard on the premises; and shall pay the cost of repairing all damages to the premise, in excess of normal wear and tear, caused by the Tenant. (d) Household Goods. Tenant acknowledges receipt of the articles described in this lease or its attached schedule in good condition, agrees to assume full responsibility for the articles and make good any damage or deficiency therein, caused by the Tenant.
8. RIGHT OF ENTRY. Landlord or his agent may enter upon the premises without notice in emergencies, and at reasonable times upon prior notice to the Tenant at other times, to examine its condition in order to abate nuisances, prevent waste, make necessary improvements or repairs, to erect or post a "For Rent" or "For Sale" sign, and to show the premises to prospective purchasers or tenants.
9. SUBORDINATION. Tenant hereby subordinates this Lease to Landlord's existing or future mortgages, liens and encumbrances.
10. EMINENT DOMAIN. If all or any part of the premises shall be taken by right of eminent domain, so as to render the remaining part untenable, this Lease shall expire, and rent shall be apportioned as of the day Tenant moves out.
11. ABANDONMENT OF PREMISES. If Tenant renounces the lease or abandons the premises, Landlord may, at his option, obtain possession of the premises in any manner allowed or provided by law, and may, at his option, as agent for Tenant, relet the premises for the whole or any part of the then unexpired term, receive and collect all rent payable by virtue of such reletting, and hold Tenant liable for any difference between the rent that would have been payable under this Lease and the net rent for such period realized by Landlord, by means of such reletting. Personal property left on the premises by the Tenant may be stored, sold, or disposed of by Landlord, according to law.
12. DESTRUCTION OF PREMISES. If the premises are damaged or destroyed by fire or other casualty, Tenant shall give Landlord immediate notice of the occurrence. If the casualty has rendered the premises totally untenable and the casualty is not due to the negligence or fault of the Tenant, this Lease may be terminated by either Tenant or Landlord upon written notice

01 01 96
Office Design, Semantics Paper & Printing Co., Inc., 1999

Replacement Lease B.2

SPACE ABOVE THIS LINE FOR RECORDING DATA

to the other and rent shall be apportioned as of the day Tenant moves out. If the casualty has rendered the premises partially untenantable, and the casualty is not due to the negligence or fault of the Tenant, and Landlord is insured against that casualty, Landlord will repair the premises within a reasonable time after he receives the casualty insurance proceeds, with rent partially abated in the interim, in the proportion the damaged part of the premises bears to the entire premises.

13. ASSIGNMENT/SUBLETTING. Tenant is permitted to assign and sublease the premises upon obtaining the Landlord's consent in writing, which consent may not be unreasonably withheld.

14. DEFAULT. If the Tenant fails to pay the rent or any costs, fees, taxes, charges and utilities in the amounts and at the times set forth above, or if Tenant violates any of the covenants, agreements and conditions of this Lease, Tenant thereupon becomes a tenant at sufferance and Landlord may, at his option, without waiving any other rights or remedies, employ all remedies allowed or provided by law and equity against Tenant to terminate the Lease, obtain possession, accelerate and collect unpaid rent, retain or claim against the security deposit, and obtain compensation for damages to the premises or its contents in excess of the security deposit.

15. ATTORNEYS' FEES. The prevailing party in any action to enforce this Lease, or for its breach, shall be entitled to reasonable attorneys' fees and costs from the other party.

16. CONSTRUCTION. The terms "Landlord" and "Tenant" include the plural, either or both genders, the Tenant's family residing on the premises, and the invitees of Tenant and his family. This Lease binds and inures to the benefits of the Landlord and Tenant and their heirs, beneficiaries, assigns, representatives and grantees.

17. WAIVER AND SEPARABILITY. The waiver of one breach of any term or condition contained in this Lease shall not be considered to be a waiver of any subsequent breach of that same term or condition or of any other term contained herein, and in the event that any portion of this Lease shall be held invalid, for whatever reason, then such invalidation of said portion shall not invalidate the remaining terms of this Lease and the same shall remain in full force and effect.

18. CHANGES TO THIS LEASE. This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument signed by Landlord and Tenant.

19. ADDITIONAL TERMS/AGREEMENTS/CONDITIONS

20. RADON GAS NOTIFICATION ( the following notification may be required in some states:) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21. LEAD-BASED PAINT HAZARD (1) Sellers and lessors of most residential housing built before 1978 must disclose the presence of known lead-based paint hazards in the housing; (2) sellers and lessors must provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards; (3) sellers and lessors must provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before the purchaser is obligated under any purchase contract; (5) sales and leasing contracts must include certain disclosure and acknowledgment language; and (6) agents must ensure compliance with these requirements.

IN WITNESS WHEREOF, the parties have executed this Lease at \_\_\_\_\_, State of \_\_\_\_\_, on the date stated above.

In the presence of:

Witness signature (as to Landlord)

Printed Name

Witness signature (as to Landlord)

Printed Name

Witness signature (as to Tenant)

Printed Name

Witness signature (as to Tenant)

Printed Name

Landlord:

Signature: [Handwritten Signature]

Printed Name: John V. CHALG

Post Office Address: 1311 4th St. West, Palmetto

FL 34221

Tenant:

Signature: [Handwritten Signature]

Printed Name: Jose MARTINEZ

Post Office Address:

STATE OF Florida ) I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared COUNTY OF MARATEE )

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, and an oath was not taken. (Check one: [ ] Said person(s) is/are personally known to me. [ ] Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_

Notary Signature

Printed Name



Subject: IMG00488.jpg  
From: [REDACTED]  
Date: Tue, 11 May 2010 18:09:50 +0000  
To: "Pamela Taylor" <pam@americanacquisition.com>  
Sent via BlackBerry from T-Mobile



IMG00488.jpg	Content-Type: image/jpeg
	Content-Encoding: base64



# MAPQUEST

**Trip to 5003 19th St W**  
Bradenton, FL 34207-1922  
7.12 miles - about 15 minutes

Notes

Get your **FREE** Disney Vacation Planning DVD!

**CLICK HERE!**



**1817 7th Ave W, Palmetto, FL 34221-3113**



1. Start out going **SOUTH** on **7TH AVE W** toward **17TH ST W**. go 0.1 mi



2. Turn **RIGHT** onto **17TH ST W**. go 0.0 mi



3. Turn **LEFT** onto **8TH AVE W / US-41 BR / FL-45 / TAMiami TrL**. go 0.5 mi



4. Turn **LEFT** onto **10TH ST W**. go 0.5 mi



5. Merge onto **US-41 S**. go 4.8 mi



6. **US-41 S** becomes **CORTEZ RD W / FL-684 W**. go 0.4 mi



7. Turn **LEFT** onto **20TH ST W**. go 0.5 mi



8. Turn **LEFT** onto **49TH AVE W**. go 0.0 mi



9. Turn **RIGHT** onto **19TH ST W**. go 0.1 mi



10. 5003 19TH ST W is on the LEFT.

go 0.0 mi

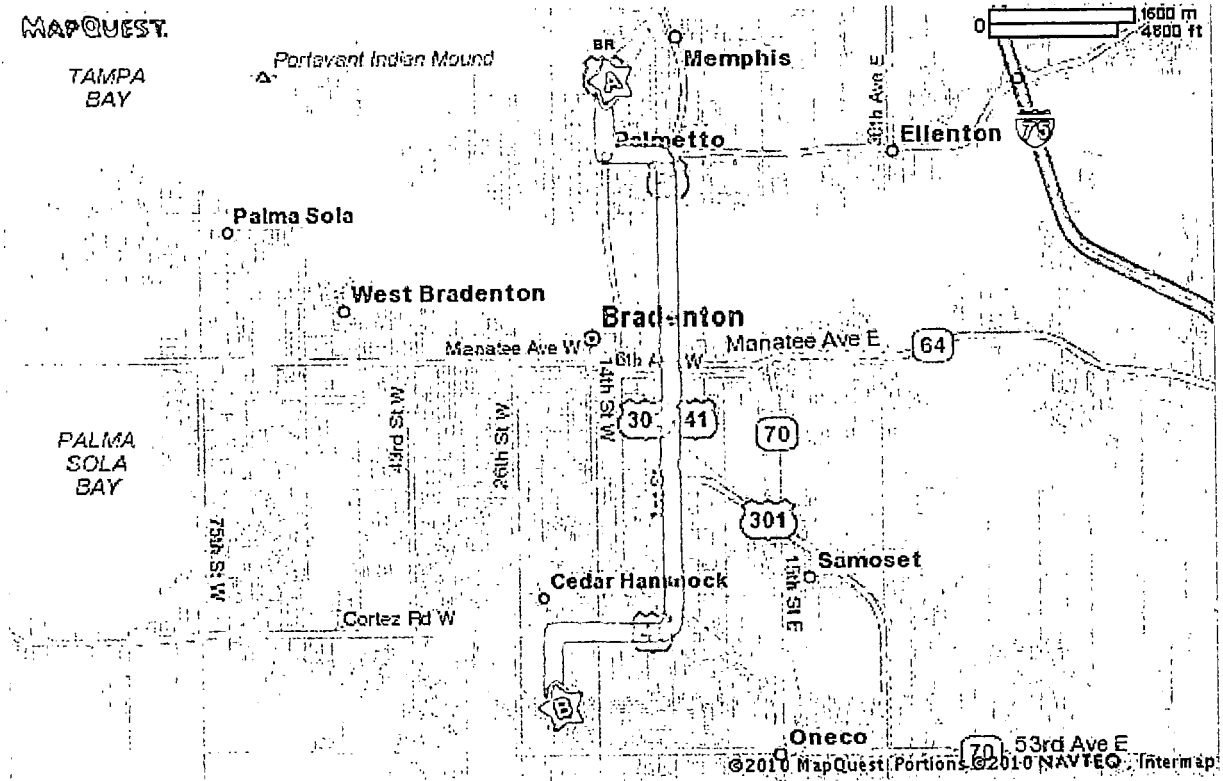


**5003 19th St W, Bradenton, FL 34207-1922**

Total Travel Estimate : 7.12 miles - about 15 minutes

**Route Map** [Hide](#)

MAPQUEST.



All rights reserved. Use subject to License/Copyright | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPLACEMENT HOUSING**  
**QUESTIONNAIRE/CERTIFICATION**

575-040-13  
 RIGHT OF WAY  
 05/03

DISPLACEE: Jose Martinez ADDRESS: 1817 7th Avenue W., Palmetto, FL 34221		ITEM/SEGMENT #: N/A	
COMPARABLE NO.: 2		MANAGING DISTRICT: Manatee County	
NUMBER BEING RELOCATED TO THIS UNIT: 2		F.A.P. #: N/A	
DISPLACEE'S INCOME: \$24,662.50 / yr.		STATE ROAD #: Palmetto Park 'N' Ride	
ADDRESS OF PROPERTY: 5003 19th Street W., Unit B Bradenton, FL		COUNTY: MANATEE	
OWNER'S NAME & ADDRESS: Ethan J. Schneider 12064 Aster Avenue, Bradenton, FL 34212		PARCEL #: Ford Property - Jose Martinez	
<input type="radio"/> SINGLE <input type="radio"/> M/H <input checked="" type="radio"/> MULTI <input type="radio"/> OTHER		ADVERSE ENVIRONMENTAL FACTORS? None observed.	
ASKING PRICE: \$0.00	RENTAL: \$775.00	% DOWN TO PURCHASE: MO. 0	LOT SIZE: N/A
TYPE OF NEIGHBORHOOD: Residential		<input type="radio"/> GARAGE <input checked="" type="radio"/> CARPOR <input type="radio"/> CAR(S)	
DISTANCE TO EMPLOYMENT: within 10 miles		DISTANCE TO TRANSPORTATION: N/A	
DISTANCE TO SHOPPING: 2 miles		DISTANCE TO SCHOOL: N/A	
DISTANCE TO CHURCH OF CHOICE: N/A		FAIR HOUSING: <input checked="" type="radio"/> YES <input type="radio"/> NO EXTERIOR APPURTENANCES: Fenced back yard	
TOTAL FLOOR SPACE: Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, SQ. FT. connecting corridors, pantries, if heated and considered part of the main body of the house.			
TYPE OF CONSTRUCTION: <input checked="" type="radio"/> CONCRETE BLOCK <input type="radio"/> OTHER		AGE: 1970	# BEDROOMS: 2
HOUSING CODE:		# BATHS: 1	# TOTAL ROOMS: 4 (plus utility rm.)
-IS PROPERTY COVERED BY A LOCAL HOUSING CODE? <input checked="" type="radio"/> YES <input type="radio"/> NO		-DOES PROPERTY CONFORM TO CODE? <input checked="" type="radio"/> YES <input type="radio"/> NO	
ELECTRICITY:		EXCEPTION LIST ATTACHED	
-IS THERE PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? <input checked="" type="radio"/> YES <input type="radio"/> NO			
HEATING AND AIR CONDITIONING:			
-IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? <input checked="" type="radio"/> YES <input type="radio"/> NO			
GIVE TYPE: Central			
-IS INSPECTION BY A HEATING EXPERT NEEDED? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-IS THERE AN AIR CONDITIONING SYSTEM? <input checked="" type="radio"/> YES <input type="radio"/> NO			
GIVE TYPE: Central		# OF UNITS: 1	
WATER SUPPLY:			
-IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? <input checked="" type="radio"/> YES <input type="radio"/> NO			
GIVE SOURCE: Municipal			
-IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? _____		RESULTS: _____	
KITCHEN:			
-DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? <input checked="" type="radio"/> YES <input type="radio"/> NO			
BATHROOM:			
-IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-ARE FACILITIES CONNECTED TO: <input checked="" type="radio"/> SEWER <input type="radio"/> SEPTIC TANK? <input checked="" type="radio"/> YES <input type="radio"/> NO			
STRUCTURE:			
-IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-IS STRUCTURE ADEQUATELY MAINTAINED? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? <input checked="" type="radio"/> YES <input type="radio"/> NO			
-IS STRUCTURE THREE OR MORE STORIES HIGH? <input type="radio"/> YES <input checked="" type="radio"/> NO			
IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL N/A <input type="radio"/> YES <input type="radio"/> NO			
-DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? <input checked="" type="radio"/> YES <input type="radio"/> NO			
REMARKS: This residence is 1/2 of a duplex. Washer/Dryer is being provided. Lawn maintenance and trash pickup are included in the monthly rental.			
I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS. <input checked="" type="radio"/> YES <input type="radio"/> NO			
ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.			
INFORMATION OBTAINED FROM: Personal Inspection/Public Records/Owner-Realtor		AGENT'S SIGNATURE: <i>Patricia A. Jafa</i>	DATE: 5/7/10
I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____			
AGENT'S SIGNATURE _____			



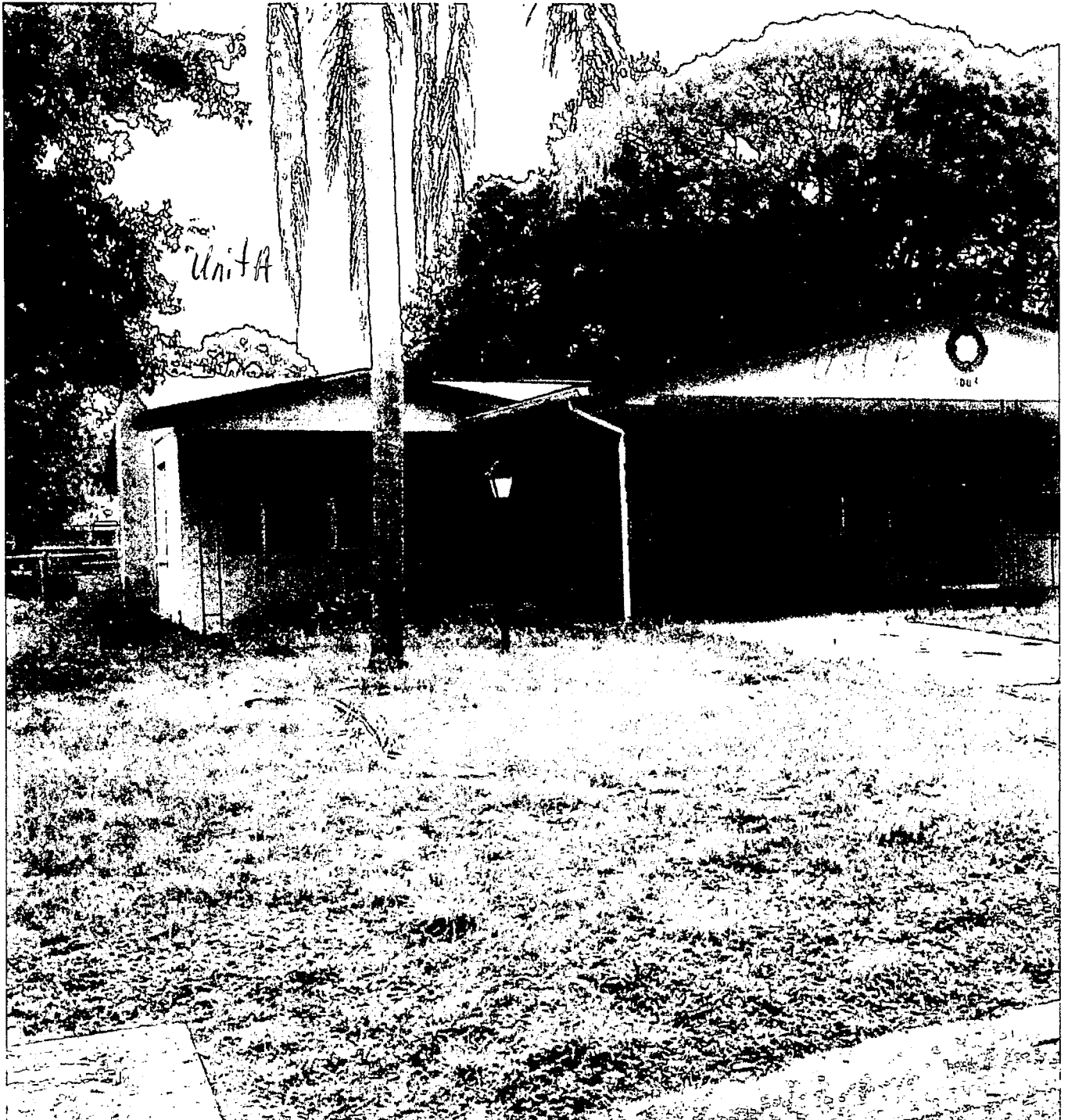
Subject: IMG00488.jpg

From: [REDACTED]

Date: Tue, 11 May 2010 18:09:50 +0000

To: "Pamela Taylor" <pam@americanacquisition.com>

Sent via BlackBerry from T-Mobile



IMG00488.jpg	Content-Type: image/jpeg
	Content-Encoding: base64



# MAPQUEST.


Trip to 5003 19th St W  
Bradenton, FL 34207-1922  
7.12 miles - about 15 minutes


Notes



Disney Plan  
Get your **FREE**  
Disney Vacation  
Planning DVD!  
[CLICK HERE!](#)






**1817 7th Ave W, Palmetto, FL 34221-3113**



- 


1. Start out going **SOUTH** on **7TH AVE W** toward **17TH ST W**. go 0.1 mi
- 


2. Turn **RIGHT** onto **17TH ST W**. go 0.0 mi
- 



3. Turn **LEFT** onto **8TH AVE W / US-41 BR / FL-45 / TAMIAAMI TRL**. go 0.5 mi
- 

4. Turn **LEFT** onto **10TH ST W**. go 0.5 mi
- 


5. Merge onto **US-41 S**. go 4.8 mi
- 


6. **US-41 S** becomes **CORTEZ RD W / FL-684 W**. go 0.4 mi
- 

7. Turn **LEFT** onto **20TH ST W**. go 0.5 mi
- 

8. Turn **LEFT** onto **49TH AVE W**. go 0.0 mi
- 

9. Turn **RIGHT** onto **19TH ST W**. go 0.1 mi



10. 5003 19TH ST W is on the LEFT.

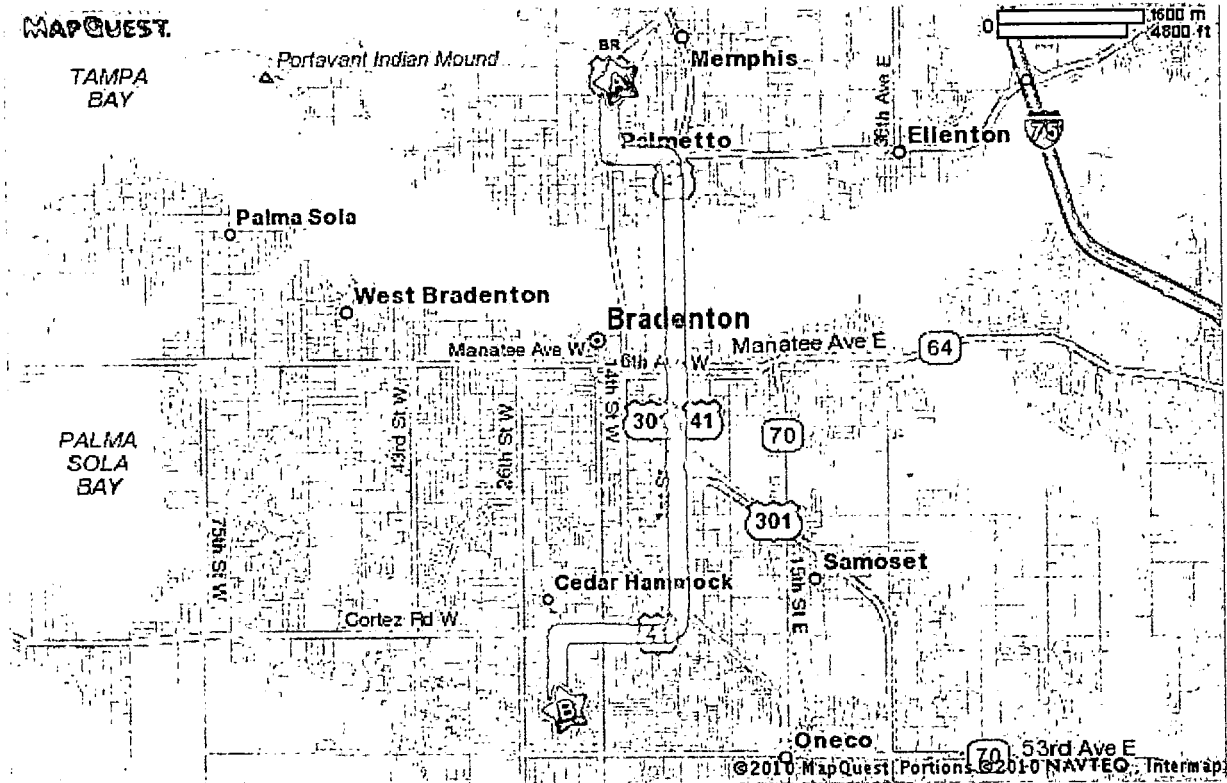
go 0.0 mi



**5003 19th St W, Bradenton, FL 34207-1922**

Total Travel Estimate : 7.12 miles - about 15 minutes

**Route Map** [Hide](#)



All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



Office of  
**MANATEE COUNTY  
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

James A. Minix, Chief Deputy County Attorney  
Maureen S. Sikora, Deputy County Attorney\*  
Robert M. Eichenfelder, Deputy County Attorney  
Rodney C. Wade, Deputy County Attorney\*  
William E. Clague, Deputy County Attorney  
James R. Cooney, Deputy County Attorney  
Sarah A. Schenk, Deputy County Attorney\*

**MEMORANDUM**

DATE: July 9, 2010

TO: Charlie H. Bishop, PMP, Director, Property Management Department

THROUGH: Tedd N. Williams, Jr., County Attorney

FROM: Rodney C. Wade, Deputy County Attorney

RE: **BCC Recess Authority**  
**RLS-10-200 Received June 25, 2010; CAO File 8003-065**

This memorandum is in response to the above-referenced Request for Legal Services in which you ask this office to review Resolution R-09-161 adopted June 23, 2009, delegating certain authority to the County Administrator during extended periods of absence by the Board of County Commissioners without scheduled meetings.

Property Acquisition has requested clarification concerning the following matters:

1. Palmetto Park 'n Ride Project: Five tenants have vacated the premises and are awaiting reimbursement for moving costs and replacement housing pursuant to the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. Execution of Applications and Claims for Reimbursement of Moving Costs requested.
2. Ware's Creek Project: Parcel W294: Landowner awaiting reimbursement for moving costs pursuant to the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. Execution of Application and Claim for Reimbursement of Moving Costs requested.
3. 13<sup>th</sup> Street West Right-of-Way Purchase: Closing occurred on the purchase of land required for the proposed Downtown Bus Transfer Station. Acceptance of and authorization to record closing documents requested.

\* Board Certified City, County & Local Government Law

Charlie H. Bishop, PMP, Director  
Property Management Department  
Page 2  
July 9, 2010

---

4. Ware's Creek Project: Parcel E121.2: Settlement reached for acquisition of property necessary for project, and the landowner has executed the Contract for Sale and Purchase for an Access and Maintenance Easement. Execution of contract requested.

5. Ware's Creek Project: Resolution R-10-131 requesting authorization delegating authority to make pre-suit offers in eminent domain cases for the acquisition of Parcels W278.1, W282.1, and W283.1.

I have reviewed the proposed actions and Resolution R-09-161 and find that the County Administrator may take the actions as to Items 1 – 3 above in the absence of the Board provided under Section 2.f. since these actions "approve, authorize, and sign documents and forms reasonably required to implement or continue any program, plan, or activity previously authorized by the Board." The Agenda Memoranda presented for review propose to continue programs the Board of County Commissioners previously authorized.

The County Administrator may also take the action requested in Item 4 above in the absence of the Board as supported by Section 5.d., Limitations, "as a part of or in avoidance or settlement of eminent domain proceedings for an amount not to exceed the highest appraised value assigned by a duly certified appraiser."

The County Administrator may not take the action requested in Item 5 above, as it is not authorized in Resolution R-09-161.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

RCW/slm

cc: Ed Hunzeker, County Administrator  
Joaquin Servia, Manager, Property Acquisition Division

S:\vrad\RLS\2010\BishopC\_BCC\_RecessAuthority\_10-200.doc