

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

AUGUST 9, 2011  
TUESDAY 6:30 P.M.  
COUNCIL CHAMBERS

**REMINDER: THE MEETING WILL BE HELD ON TUESDAY - BUDGET  
WORKSHOP AT 5:00 P.M. - A LIGHT MEAL WILL BE  
PROVIDED**

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Development Review Board Referrals of Aug. 2, 2011
  - I. Andrews Institute - 1040 Gulf Breeze Parkway  
Requests Parking Lot Expansion
  - II. FOG GB, LLC - 1722 West Fletcher Parkway, Tampa FL 33612  
Request to Construct a New Strip Mall at the Corner of Northcliff  
Drive and Gulf Breeze Parkway
  - III. Exposition Properties, LLC - 5784 Lake Forest Dr, NW, Atlanta, GA  
Request to Create an Outparcel on the Northeast Corner of the  
Existing Live Oak Village
- B. Discussion and Action Regarding Ordinance 09-11, Prohibited Uses in the Gateway  
and Central Business Overlay Districts
- C. Discussion and Action Regarding Ordinance 10-11, authorizing the Issuance of Bonds  
and the Establishment of Conduit Financing Programs Within the State of Florida or  
Outside the State of Florida
- D. Discussion and Action Regarding Resolution No. 09-11, Approving a Plan of Finance  
for GMF - Preservation of Affordability Corporation for the Acquisition and Renovation  
of Civic Towers Apartments in Miami, Florida; Authorizing the Issuance of \$19,250,000
- E. Discussion and Action Regarding Weather Bug Media Service Camera on Water Tower
- F. Discussion and Action Regarding Establishment of a New Government Fund for New  
Red Light Camera Operations
- G. Discussion and Action Regarding Electronic Readerboard Signs
- H. Discussion and Action Regarding Team Santa Rosa Membership

- I. Discussion and Action Regarding Employee Health Insurance Coverage for Fiscal Year 2012
- J. Discussion and Action Regarding Employee Salary and Benefits Study
- K. Discussion and Action Regarding City 50<sup>th</sup> Anniversary Celebration
- L. Discussion and Action Regarding Additional Architectural Fee - Recreation Center Project
- M. Information Items

**If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.**

**The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.**

# DEVELOPMENT REVIEW BOARD AGENDA

**DATE:** AUGUST 2, 2011

**TIME:** 6:30 P.M.

**LOCATION:** GULF BREEZE CITY HALL, COUNCIL CHAMBERS, 1070  
SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
4. REVIEW EX-PARTE COMMUNICATION IN ACCORDANCE WITH SECTION 20-47

5. **CASES:**

***Project Number:*** 11-30000010

**Request by:** ANDREWS INSTITUTE  
1040 GULF BREEZE PKWY  
GULF BREEZE, FL 32561

**Location:** 1040 GULF BREEZE PKWY

**Description:** PARKING LOT EXPANSION

***Project Number:*** 11-30000011

**Request by:** FOG GB, LLC  
1733 WEST FLETCHER PKWY  
TAMPA, FL 33612

**LOCATION:** 250 GULF BREEZE PKWY

**DESCRIPTION:** CONSTRUCTION OF A NEW STRIP MALL

**PROJECT NO: 11-3000012**

Requested by: EXPOSITION PROPERTIES LLC  
5784 LAKE FOREST DR, NW  
ATLANTA, GA 30328

LOCATION: 1143 GULF BREEZE PKWY

DESCRIPTION: FINAL PLAT

**PLEASE NOTIFY ME BY MONDAY AT 934-5115 IF YOU CANNOT BE IN  
ATTENDANCE, SO THAT WE CAN BE ASSURED OF A QUORUM.**

LESLIE GUYER  
DEPUTY CITY CLERK

**MINUTES  
DEVELOPMENT REVIEW BOARD  
AUGUST 2, 2011  
TUESDAY.....6:30 P.M.  
CITY HALL OF GULF BREEZE**

**PRESENT**

John Schuster  
George Williams  
Ramsey Landry  
Bill Hoke  
Samantha Rine  
Lee Brown

**ABSENT**

JB Schluter  
Cheryl Fromularo

**STAFF**

Shane Carmichael  
Leslie Gomez

The meeting was called to order at 6:30 p.m. by Chairman John Schuster.

After Roll Call, a motion was made by Lee Brown to approve the minutes as written. The motion was seconded by Bill Hoke. The minutes from the meeting of July 6, 2011 were approved unanimously.

Mr. Schuster asked if any members had any exparte communication regarding the pending case. None of the Board members reported any such communication.

**PROJECT NO. 11-30000012 – EXPOSITION PROPERTIES LLC, 5784 LAKE FOREST DR, NW, ATLANTA, GA (PROJECT LOCATION: 1143 GULF BREEZE PKWY) REQUESTING TO CREATE AN OUTPARCEL ON THE NORTHEAST CORNER OF THE EXISTING LIVE OAK VILLAGE.**

David Lamar addressed the Board on behalf of Exposition Properties, LLC. Mr. Lamar presented the project to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions. He stated that the preliminary plat for this particular project was approved in March 2011.

After a discussion, a motion was made by Bill Hoke to approve the project as presented. Samantha Rine seconded the motion. The vote for approval was unanimous.

**PROJECT NO. 11-30000010 – ANDREWS INSTITUTE-BAPTIST HEALTH CARE CORP, 1040 GULF BREEZE PKWY, GULF BREEZE, FL, PROPOSING THE ADDITION OF AN APPROXIMATELY 16,200 SQUARE FOOT PARKING LOT TO THE EAST OF THEIR EXISTING PARKING LOT.**

Mike Viola with Baptist Health Care Corp. addressed the Board. Mr. Viola presented the project to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After a discussion, a motion was made by George Williams to approve the project as presented. Lee Brown seconded the motion. The vote for approval was unanimous.

**PROJECT NO. 11-30000011 – FOG GB, LLC, 1733 WEST FLETCHER AVE, TAMPA, FL, (PROJECT LOCATION: 250 GULF BREEZE PKWY) REQUESTING TO CONSTRUCT A 7,800 SQUARE FOOT STRIP MALL AT THE CORNER OF NORTHCLIFF DRIVE AND GULF BREEZE PARKWAY.**

Matt Parker with JP Engineering, engineer for the project presented the project to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions. Mr. Carmichael stated that the engineer had addressed all the landscaping comments from the staff report. The engineer will need to provide the City with a copy of the long term maintenance plan for the stormwater system. Additionally, the engineer must submit for an NPDES for small construction activity. The signage will be handled by a separate permit and addressed at a later date.

After a discussion, a motion was made by Lee Brown to approve the project as presented pending the compliance with the stormwater comments. Ramsey Landry seconded the motion. The vote for approval was unanimous.

All three cases are Level 3 and will go to the City Council for final approval on August 15, 2011.

As there was no other business to come before the Board, the meeting was adjourned at 6:55 p.m.

ATTESTED TO:

\_\_\_\_\_  
Leslie A. Guyer, Deputy City Clerk



# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

## Memorandum

**To:** Mayor and City Council

**From:**  Edwin A. Eddy, City Manager

**Date:** 8/5/2011

**Subject: Ordinance 09-11, Prohibited Uses in the Gateway and Central Business Overlay Districts**

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Ordinance 09-11 was approved on First Reading on August 1<sup>st</sup>. A Public Hearing and Second Reading have been advertised for August 15, 2011.

The purpose of the Ordinance is to further protect properties in the Gateway and Central Business Overlay District from uses such as donation sites or second hand thrift stores on adjacent properties.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL HOLD A PUBLIC HEARING AND APPROVE ORDINANCE 09-11 ON SECOND READING.**

**ORDINANCE NO. 09-11**

**AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, RELATIVE TO THE PROHIBITED USES IN THE GATEWAY AND CENTRAL BUSINESS OVERLAY DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze had adopted certain rules and regulations relative to land use and zoning; and,

**WHEREAS**, the City Council has recently undertaken steps to revitalize the aesthetic and architectural character of the City of Gulf Breeze; and,

**WHEREAS**, the City Council desires to enhance the quality of the entrances to the City through improved character and safety, pedestrian friendly design, local business stability and diversity and pride of property ownership; and,

**WHEREAS**, the City Council desires to incentivize rehabilitation and new construction through regulatory bonuses and relief and financial assistance when available; and,

**WHEREAS**, the City Council desires to attract new business opportunities through tax base expansion and employment growth.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Gulf Breeze, Florida, as follows:

**SECTION 1 – Sec. 21-233. Permitted, prohibited uses.** is hereby amended to read as follows:

**Sec. 21-233. Permitted, prohibited uses.**

- a) Permitted uses. All uses generally permitted in the underlying zoning districts shall be permitted within the gateway overlay districts unless specifically prohibited in this section.
- b) Prohibited uses. The following uses shall not be allowed in the Gateway Overlay Districts:
  - 1. Outdoor storage of any materials, supplies, and/or vehicles, either as a stand-alone business or associated with any business, and whether screened or not;
  - 2. Donation drop off sites (short term donation drop off sites related to a specific event or purpose may be allowed; however, they must be approved by the City

Manager or designee and shall be limited to fourteen (14) days or less in duration).

3. The following stand-alone uses:
  - a. Dry cleaners;
  - b. Drive-through facilities (including, but not limited to, bank teller machines, ice vending machines, drive through coffee or food shops less than 500 square feet);
  - c. Laundromats;
  - d. Second-hand dealers, consignment shops, thrift stores or charity stores;
  - e. Personal service shops (including, but not limited to, souvenir shops, beauty salons, tanning parlors, tattoo or piercing businesses);
  - f. Internet Café or Cyber Café;
4. Building materials and supplies, sales and storage;
5. Gambling or gaming establishments or facilities (including, but not limited to, online, interactive or internet gambling or gaming),
6. Car wash facilities;
7. Flea markets;
8. Funeral homes and crematoriums;
9. Gasoline service stations;
10. Itinerant merchants or vendors;
11. Machine shops;
12. Light or heavy industrial or manufacturing businesses;

13. New or used vehicle sales (including, but not limited to, automobiles, trucks, trailers, motorcycle, recreational vehicles, boats);
14. Nursery schools, kindergartens, day care nurseries or nursing homes;
15. Retail or wholesale plant nurseries;
16. Taxicab or limousine company; and
17. Warehouses.

**SECTION 2 – Sec. 21-243. Permitted, prohibited uses.** is hereby amended to read as follows:

**Sec. 21-243. Permitted, prohibited uses.**

- a) Permitted uses. All uses generally permitted in the underlying zoning districts shall be permitted within the gateway overlay districts unless specifically prohibited in this section.
- b) Prohibited uses. The following uses shall not be allowed in the Central Business District:
  1. Outdoor storage of any materials, supplies, and/or vehicles, either as a stand-alone business or associated with any business, and whether screened or not;
  2. Donation drop off sites (short term donation drop off sites related to a specific event or purpose may be allowed; however, they must be approved by the City Manager or designee and shall be limited to fourteen (14) days or less in duration).
  3. The following stand-alone uses:
    - a. Dry cleaners;
    - b. Drive-through facilities (including, but not limited to, bank teller machines, ice vending machines, drive through coffee or food shops less than 500 square feet);

- c. Laundromats;
  - d. Second-hand dealers, consignment shops, thrift stores or charity stores;
  - e. Personal service shops (including, but not limited to, souvenir shops, beauty salons, tanning parlors, tattoo or piercing businesses);
  - f. Internet Café or Cyber Café;
4. Building materials and supplies, sales and storage;
  5. Gambling or gaming establishments or facilities (including, but not limited to, online, interactive or internet gambling or gaming),
  6. Car wash facilities;
  7. Flea markets;
  8. Funeral homes and crematoriums;
  9. Gasoline service stations;
  10. Itinerant merchants or vendors;
  11. Machine shops;
  12. Light or heavy industrial or manufacturing businesses;
  13. New or used vehicle sales (including, but not limited to, automobiles, trucks, trailers, motorcycle, recreational vehicles, boats);
  14. Nursery schools, kindergartens, day care nurseries or nursing homes;
  15. Retail or wholesale plant nurseries;
  16. Taxicab or limousine company; and

17. Warehouses.

**SECTION 3 - SEVERABILITY**

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

**SECTION 4 - CONFLICT**

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

**SECTION 5 - EFFECTIVE DATE**

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE 1<sup>st</sup> DAY OF Aug, 2011.

ADVERTISED ON THE ON THE 4<sup>th</sup> DAY OF Aug, 2011.

PASSED ON THE SECOND READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Beverly Zimmern, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Marita Rhodes, City Clerk



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

August 4, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **ORDINANCE NO. 10-11, AUTHORIZING THE ISSUANCE OF BONDS AND THE ESTABLISHMENT OF CONDUIT FINANCING PROGRAMS WITHIN THE STATE OF FLORIDA OR OUTSIDE THE STATE OF FLORIDA**

The attached Ordinance was prepared by Richard Lott of McGuire, Woods. Mr. Lott is bond counsel for the City and Capital Trust Agency. This Ordinance has been prepared for consideration by the City Council at the request of Capital Trust Agency.

This Ordinance reaffirms the City's authorization to issue revenue bonds as part of conduit financing programs for other agencies that qualify for tax exempt public financing that meets a particular public purpose. This Ordinance also extends that authority to issue bonds for programs outside the State of Florida.

For example, one of the reasons Capital Trust Agency decided to pursue an allocation of New Markets Tax Credits (NMTC) was to match NMTC's to other financing leading to issuance of conduit bond programs. In some cases, these programs involve issuance of bonds outside the State of Florida.

**RECOMMENDATION:**

**That the City Council approve Ordinance 10-11 on First Reading on August 15, 2011 and schedule Public Hearing and Second Reading on September 6, 2011.**

EAE:msr

ORDINANCE NUMBER 10-11

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, RELATING TO THE FINANCING OF PROGRAMS AND ACQUISITION, OWNERSHIP, CONSTRUCTION, IMPROVEMENT, OPERATION, MANAGEMENT AND FINANCING OF CAPITAL FACILITIES BY OR ON BEHALF OF THE CITY OF GULF BREEZE, FLORIDA, AND OTHER GOVERNMENTAL ENTITIES, AND ON BEHALF OF PRIVATE AND NOT FOR PROFIT ENTITIES, WITHIN THE STATE OF FLORIDA OR OUTSIDE THE STATE OF FLORIDA; AUTHORIZING THE ESTABLISHMENT OF CONDUIT PROGRAMS AND THE ISSUANCE OF REVENUE BONDS TO FINANCE AND REFINANCE THE COST OF SUCH CAPITAL PROJECTS, PAYABLE FROM CERTAIN REVENUES HEREIN DESCRIBED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of intent to consider this Ordinance has been published and has been made available to the public for inspection by law;

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

**SECTION 1. DEFINITIONS**

**"Act"** shall mean Sections 163.01, Part I, et seq. and 159.01 et seq., Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 420, Florida Statutes, Chapter 159, Part II, Florida Statutes and other applicable provisions of law, and this Ordinance.

**"Agency"** shall mean the Capital Trust Agency, a legal entity duly created pursuant to and a public agency duly organized and existing under Chapters 163, Part I and 617, Florida Statutes, and that certain Interlocal Agreement dated as of August 1, 1999, between the City and the Town of Century, Florida, as amended and supplemented

**"Bonds"** shall mean any revenue bonds authorized to be issued pursuant to this Ordinance.

**"Borrower"** shall mean a Public Agency or an eligible private or not-for-profit business or individual which shall enter into a financing agreement and receive as a loan a portion of the proceeds of the Bonds.

**"Capital Projects"** shall mean, but shall not be limited to, the development, acquisition, construction, equipping, furnishing, renovating, improving, rehabilitating, or expanding of any one or more or any combination of the following projects which relate to a governmental function or purpose: (i) utilities; (ii) courthouses, jails, prisons, reformatories, penal or correctional institutions; (iii) private and public buildings; (iv) capital facilities which are the object of a public-private partnership; (v) roads and bridges, parking and traffic control facilities

and toll facilities; (vi) playgrounds, recreation and tourism facilities; (vii) convention, trade show and arena facilities, sports facilities, entertainment facilities or attractions generally available to or intended for participation by the public; (viii) media production or distribution facilities; (ix) low and moderate income single-family, mixed-income housing facilities, scattered site or multi-family housing facilities, elderly housing facilities, assisted living facilities, retirement facilities; (x) facilities in redevelopment, enterprise, economically distressed, economic recovery or urban renewal areas; (xi) fire fighting, fire control and fire prevention facilities and systems; (xii) social service centers; (xiii) schools, educational facilities, qualified academy facilities, dormitories; (xiv) stadiums, museums, facilities for training, exhibition or performance of sports or the arts; (xv) child care facilities; (xvi) acute, subacute, long term and clinical health care facilities; (xvii) energy efficiency facilities, electric generating facilities, solar energy facilities, including but not limited to biomass production or recovery facilities; (xviii) mineral and geological recovery or mining facilities, nuclear production, processing and disposal facilities and fuel-related facilities; (xix) office and administrative facilities; (xx) facilities which relieve the burdens of government; (xxi) any capital improvement constituting a "project" as defined in Chapter 159, Part II, Florida Statutes; (xxii) any capital improvement described in Chapter 163, Florida Statutes and Chapter 285, Florida Statutes; (xxiii) any capital project authorized to be financed by a municipality pursuant to any provision of Florida law; (xxiv) any capital project authorized to be financed by or on behalf of a Public Agency or by or for a Borrower or Borrowers; (xxv) economic development or community redevelopment projects for or on behalf of any Public Agency, or by a Public Agency or by or on behalf of a Borrower or Borrowers; and (xxvi) any property authorized to be financed pursuant to Sections 103 and 141 through 150 of the United States Internal Revenue Code (the "Code"); and any and all real or personal property in connection with same, together with reasonable working capital and capitalized costs, reserves, interest and expenses associated with any such project or improvement.

**"City"** shall mean the City of Gulf Breeze, Florida, a municipal corporation of the State of Florida.

**"Conduit Program"** shall mean any plan of finance or financing program for providing funds to finance Capital Projects or any financing mechanism that provides the benefits of public financing to any Public Agency or Borrower, and that implements or furthers the lawful purposes and objectives of the City.

**"Costs"** means the capital costs of acquiring, constructing, equipping, furnishing, rehabilitating, renovating or converting for intended use, any capital facilities constituting a Capital Project, whether by direct purchase, contract for construction, design-build, acquisition of corporate assets, or otherwise. Such costs may include, without limitation, the cost of acquisition of all lands, structures, rights-of-way, franchises, easements and other property rights and interests acquired by the Borrower for a Capital Project; the cost of demolishing, removing or relocating any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved or relocated; the cost of all labor, materials, machinery and equipment, furnishings and fixtures, financing charges, interest prior to and during construction and for such a limited period after completion of such construction, the cost of engineering, financial and legal services, plans, specifications, studies, surveys, brokerage commissions, developer fees, estimates of costs and revenues, other expenses necessary or

incident to determining the feasibility or practicability of constructing a Capital Project, administrative expenses; the capital costs of good will, general intangibles and incorporeal hereditaments, and such other expenses as may be necessary or incident to the acquisition or construction of a Capital Project, the financing of such construction and the placing of such Capital Project in operation; provided, however, that such term shall not include such items as fuel, supplies or other items which are customarily deemed to result in a current operating charge. Such "Costs" shall also include costs, as defined in Sections 166.205(6) and 159.27(2), Florida Statutes, including capitalized interest and working capital associated with Capital Projects, provided that proceeds of the Bonds issued as tax-exempt bonds shall never be expended for working capital in an amount determined at the time of funding each Borrower loan, in an amount in excess of the maximum percentage allowed by law of the total amount loaned to all Borrowers pursuant to any financing agreement with a Borrower.

**"Council"** shall mean the City Council of the City.

**"Public Agency"** shall mean a town, city, county, school board, special district or other public agency (as defined in Section 163.01, Florida Statutes) or a government, public or quasi-public body, sovereignty, or public authority, or an entity not for profit created or established under applicable law and controlled by or acting on behalf of such public agency, government, public or quasi-public body, sovereignty or public authority having power to finance a Capital Project for itself or for the benefit of or at the request of any Borrower.

**"Revenues"** shall mean any specified revenues of the City collected by or accruing to the City other than by the exercise of ad valorem taxing power of the City or taxation in any form on any real property or personal property therein, whether such revenues are now in existence or may hereafter be in existence, including revenues of any Capital Project financed hereunder or revenues made available pursuant to financing agreements with Borrowers entered into in connection with the financing of a Capital Project or Conduit Program hereunder, and shall also include any amounts available under any credit enhancement instrument or hedge agreement, to the extent provided in such instrument or agreement.

**"State"** means the State of Florida.

## **SECTION 2. FINDINGS AND DECLARATION OF NECESSITY.**

(1) Pursuant to the Act, the City is authorized to borrow money, contract loans, and issue bonds from time to time to finance or refinance the undertaking of any Capital Project or Conduit Program.

(2) It is necessary for the public health, safety and general welfare of the City and the State that provisions be made for the establishment of Conduit Programs, and the acquisition and construction of Capital Projects, which serve a public purpose and for financing and refinancing the cost of such projects and programs.

(3) The City is authorized by the Act, among other things, to cooperate with other Public Agencies in the exercise of their common powers, including, among other things, their

powers to borrow money and finance or refinance Capital Projects, and to fund and operate Conduit Programs, both within and without the state of Florida.

(4) Pursuant to the Act, the City may issue its revenue Bonds for the purpose of (i) funding Conduit Programs which serve a public purpose and provide financing for Public Agencies (within the meaning of the Act) or private or not-for-profit businesses or individuals, including, without limitation, financing Capital Projects to be owned or used by such Borrowers, or (ii) financing facilities comprising Capital Projects for use by the City, or by a county, municipal corporation, state or local agency or other public body, or Public Agency or a Borrower having power to borrow money for such purposes, and, as security for the payment of the principal of, and the interest on any such revenue Bonds so issued, to pledge the Revenues from any such facilities or from any financings or loans provided or made by the City.

(9) It is further found and declared that the financing of Conduit Programs and Capital Projects will enable the City and Public Agencies to serve the public purposes for which they were created; that the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that economic development through the employment opportunities afforded by certain Capital Projects, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, and fulfill the public objectives for which they were instituted, increasing their ability to accomplish their other respective purposes; that the establishment of Conduit Programs and financing of Capital Projects will improve the economic and living conditions of the Borrowers or those served by the Public Agencies in which the Borrowers are located, thereby assisting the Public Agencies in obtaining their goals or enhancing the tax base of the Public Agencies in which such Borrowers operate, live or work; and that the preservation and enhancement of the tax base in such areas bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns.

**SECTION 3. AUTHORIZATION OF CONDUIT PROGRAMS AND FINANCING OF CAPITAL PROJECTS.**

The City is hereby authorized to (i) finance, acquire, construct, furnish and equip Capital Projects in its own jurisdiction and in the jurisdiction of other Public Agencies where the City is authorized to operate (ii) provide and establish Conduit Programs for Borrowers within its own jurisdiction and in the jurisdiction of other Public Agencies where the City is authorized to operate. The appropriate officers of the City are hereby authorized to implement the Conduit Program, and in furtherance thereof, to enter into such interlocal agreements and into financing agreements with Borrowers for the financing of Capital Projects, all as authorized from time to time by resolution of the Council duly adopted.

**SECTION 4. DECLARATION OF PURPOSE.**

It is hereby determined and declared that the purpose of this Ordinance is to provide financing assistance which will aid the Borrowers, the City and the Public Agencies, and will assist the City and Borrowers in financing the cost of Capital Projects. It is hereby further determined and declared that the implementation of the Conduit Programs, the establishment and funding of such Conduit Programs and the financing of such Capital Projects are for a proper and appropriate public purpose of the City.

**SECTION 5. BORROWING.**

For the purpose of providing funds with which to acquire, construct, furnish and equip Capital Projects authorized by Section 2 of this Ordinance and to pay the costs incurred in connection therewith, the City is hereby authorized to issue Bonds payable solely from Revenues, or any specific portion thereof, as provided by resolution of the Council.

Bonds herein authorized to be issued may be issued and sold at one time or from time to time, and shall bear such date or dates, be in such denomination or denominations, be in coupon or registered form, be payable at such place or places, within or without the State, bear interest at such rate or rates not exceeding the maximum rate, if any, established by applicable law, payable at such times and with such frequency, and shall mature at such time or times, not exceeding forty-five (45) years from their date, with or without the privilege of prior redemption by the City and upon such terms or conditions and with such redemption premium as may be determined by the Council in the resolution or resolutions authorizing the Bonds. The Bonds shall be signed either by the manual or facsimile signature of the Mayor or Vice Mayor and shall bear the seal of the City affixed, imprinted or reproduced thereon, attested by the City Clerk or any deputy, provided that at least one signature (which may be that of a trustee, registrar or authenticating agent) is manually executed thereon, and the coupons attached to the Bonds shall bear the facsimile signatures of such officers as may be determined by the Council in the resolution or resolutions authorizing the Bonds. The Bonds shall be sold at public or private sale, with or without advertisement or prior notice, as may be determined by the Council in accordance with Florida law at a price not less than that authorized by Florida law. Pending the preparation of definitive Bonds, temporary bonds, or interim receipts or certificates may be issued to the purchaser or purchasers of Bonds sold pursuant to this Ordinance. Such receipts or certificates shall be in such form and with such provisions as the Council may determine. Book-entry Bonds need not be printed in definitive form.

#### **SECTION 6. PERMITTED COVENANTS.**

Any resolution or resolutions authorizing the issuance of Bonds under this Ordinance, or financing agreements, credit support, hedging agreements or indentures relating thereto, may contain any covenants deemed necessary by the Council to make the Bonds secure and marketable, including, but without limitation, covenants regarding the application of the Bond proceeds; the pledging, the application, securing and continuation of Revenues; the creation and maintenance of reserves; the investment of funds; the issuance of additional Bonds; insurance and insurance proceeds; letters of credit and other enhancements or credit supports; accounts and audits; the sale of Bond financed properties; remedies of bondholders; the vesting in a trustee or trustees of such powers and rights as may be necessary to secure the Bonds and the revenues and funds from which they are payable; the terms and conditions upon which bondholders may exercise their rights and remedies; the replacement of lost, destroyed or mutilated Bonds; the definition, consequences and remedies of an event of default; the terms of any credit support or hedging agreement, the amendment of such resolution and such documents or instruments relating to the Bonds authorized thereby; and the appointment of a receiver in the event of default.

The City recognizes the right of any holder of the Bonds, including any trustee for any bondholders, to enforce his or their rights against the City, its Council or any officer, agent or employee thereof by mandamus, injunction or other action in any court of competent jurisdiction, subject to the covenants and provisions included in the Bond resolution or related documents or instruments relating the Bonds.

All sums received as accrued interest from the sale of any Bonds shall be applied to the payment of interest on the Bonds.

Unless otherwise provided in the resolutions authorizing the Bonds, Bonds issued pursuant to this Ordinance executed by officers in office on the date of such execution shall be valid obligations of the City notwithstanding that before the delivery thereof any or all of the persons executing the same shall have ceased to be such officers.

**SECTION 7. PLEDGE OF REVENUES.**

The principal of and interest on the Bonds authorized to be issued by the City pursuant to this Ordinance shall be payable from such Revenues, or specific portions thereof, as determined by resolution of the Council prior to the issuance thereof, subject only to (1) contract rights relating to such revenues or portions thereof vested in the holders of any prior Bonds and (2) such other obligations as the Council may determine by resolution.

**SECTION 8. OBLIGATIONS NOT GENERAL OBLIGATION DEBT OF CITY.**

Neither the Bonds nor any interlocal agreement or financing agreement or other contract or instruments authorized or permitted hereunder shall be or constitute a general obligation of the City within the meaning of the Constitution of Florida, but shall be limited and special obligations payable solely from Revenues as herein provided, and only in the manner and to the extent provided in the bond, contract or instrument. No holder or holders of any Bonds or any coupons appertaining thereto issued by resolution pursuant to this Ordinance shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any real and personal property therein to pay such obligations or the interest thereon or be entitled to payment of such principal and interest from any other funds of the City except from the Revenues as provided herein.

**SECTION 9. REFERENDUM AND ELECTION.**

No referendum or election shall be required for the exercise of any of the provisions of this Ordinance, unless such referendum or election is required by the Constitution of Florida in connection with a pledge of specific Revenues by a Borrower.

**SECTION 10. POWER TO AMEND.**

The City does hereby covenant with the holders of Bonds issued pursuant to this Ordinance that it will not enact any ordinance which will repeal, impair or amend in an manner the rights of such bondholders nor the security of the funds which may be pledged to the payment of principal of and interest on Bonds issued pursuant to this Ordinance, and any instruments or documents relating to such Bonds.

**SECTION 11. REFUNDING BONDS.**

The City may by resolution issue Bonds to refund or advance refund any Bonds issued pursuant to this Ordinance or any obligations payable from revenues allocable to or for the benefit of the City and provide for the rights of the holders thereof. Such refunding Bonds may be issued in an amount sufficient to pay the principal of the outstanding Bonds, the interest due and payable on the outstanding Bonds to the maturity thereof or, at the option of the City, to a redemption date on which the outstanding Bonds may be callable prior to maturity, and, if redeemed, the redemption premium, if any, due upon such date of redemption, and any expenses of the issuance and sale of such refunding Bonds. Bonds may be issued hereunder for the combined purposes of refunding and Capital Projects.

The City shall have the power to issue cross-over refunding Bonds and the same are hereby authorized and approved. Nothing in this Ordinance shall be deemed to require that any refunded Bonds be repaid or redeemed earlier than their stated maturities.

**SECTION 12. ALL NECESSARY ACTION.**

The appropriate officers of the City are hereby authorized and empowered to enter into contracts, swap agreements, investment agreements, credit default agreements, intercreditor agreements, escrow agreements, repurchase agreement, reverse repurchase agreements, hedges, caps, collars and other financial investments of all kinds in connection with the issuance of Bonds or management of the debt evidenced thereby, as herein provided or in connection with the investment of proceeds thereof.

**SECTION 13. EFFECT OF ORDINANCE.**

This Ordinance shall not be deemed to repeal or supersede any other law or laws, but shall be considered as supplemental and additional authority to the Council to carry out and perform the powers authorized herein.

**SECTION 14. EFFECTIVE DATE.**

This Ordinance shall become effective upon its adoption by the City Council of the City.

**SECTION 15. GOVERNING BODY; AGENCY.**

All power and authority granted to the City by the provisions of this Ordinance shall be exercised by the Council or its successors as the governing body of the City. The Council may delegate to the Mayor or other appropriate official of the City any responsibilities hereunder which may legally be delegated to such official. The administration of any program established hereunder may be performed pursuant to contract with any firm, person or corporation approved by the City, as such duties regarding the issuance and administration of the Bonds and the funds and accounts of the Conduit Programs may be delegated to any corporate trustee with or without the State.

Pursuant to interlocal agreement heretofore or hereafter entered into by the City pursuant to Section 163.01, Florida Statutes, the City may provide that a separate legal or administrative

entity (including the Agency) is authorized to exercise the powers under this Ordinance. Unless otherwise expressly provided by ordinance or resolution of the City, no such interlocal agreement, nor any obligation, contract or instrument entered into by such entity, shall be deemed to authorize, create or establish any liability of the City to pay the principal of, interest on, or other amounts due in connection with any bonds or other obligations issued by such separate legal or administrative entity.

**SECTION 16. SEVERABILITY.**

The provisions of this Ordinance are intended to be severable. If any one or more sections, paragraphs, sentences, clauses or provision shall be held to be illegal or invalid, the remaining sections, sentences, clauses and provisions of this Ordinance shall nevertheless stand and be construed as if the illegal or invalid sections, sentences, clauses or provisions had not been included herein.

**SECTION 17. ORDINANCES IN CONFLICT REPEALED.**

All ordinances or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**CITY COUNCIL OF THE  
CITY OF GULF BREEZE, FLORIDA**

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Its: City Clerk

**ADOPTED:** \_\_\_\_\_



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

August 4, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **RESOLUTION NO 09-11, APPROVING A PLAN OF FINANCE FOR GMF - PRESERVATION OF AFFORDABILITY CORPORATION FOR THE ACQUISITION AND RENOVATION OF CIVIC TOWERS APARTMENTS IN MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF \$19,250,000 IN CAPITAL TRUST AGENCY BONDS AND APPROVING AMENDMENT 24-A TO THE INTERLOCAL AGREEMENT WITH THE TOWN OF CENTURY**

Each financing program that is reviewed and approved by the Capital Trust Agency Board must subsequently be reviewed and approved by the City Council. In addition to approving the plan of finance and the issuance of CTA bonds, the City Council must also approve an amendment to the Interlocal Agreement between the City of Gulf Breeze and the Town of Century which established CTA.

This financing will involve issuance of not to exceed \$19,250,000 in bonds. The funds will be used by GMF - Preservation of Affordability Corporation of Cordova, Tennessee for the acquisition and renovation of the Civic Towers Apartment in Miami, Florida.

This project is very similar to the T.M. Alexander project which was closed recently.

## **RECOMMENDATION:**

**That the City Council adopt Resolution 09-11 approving a plan of finance for GMF - Preservation of Affordability Corporation in an amount not exceeding \$19,250,000 for the acquisition and renovation of Civic Towers Apartment in Miami, Florida. (As part of adopting the Resolution, the City Council is approving Amendment 24 to the Interlocal Agreement between the City and the Town of Century.**

## RESOLUTION 09-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION OF CERTAIN MULTIFAMILY RENTAL HOUSING FACILITIES LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING \$19,250,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 28 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

**WHEREAS**, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on July 28, 2011, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing or refinancing of the hereinafter described Project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, upgrading, reconditioning, improving and beautification of an existing low income multifamily rental housing facility for persons of low income, as further described on attached Schedule I, namely, the Civic Tower Apartments in Miami, Florida (the "Project"); and

**WHEREAS**, the City has been advised that the Agency desires to issue not exceeding \$19,250,000 of the Bonds for projects on behalf of GMF – Preservation of Affordability Corp., a Tennessee nonprofit corporation whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") to fund the loan program herein described (the "Plan of Finance"); and

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

WHEREAS, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on March 12, 2011, the Bonds and the Plan of Finance have been submitted to a public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida on March 28, 2011; and

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

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

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

**SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.**

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City on March 12, 2011. The City Council hereby approves the report of the public hearing conducted by the Hearing Officer, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

**SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.**

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the Bonds in the aggregate principal amount not exceeding \$19,250,000. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance

agreements, reimbursement agreements, and other agreements or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City. The City acknowledges that the Plan of Finance may involve the use of federal income tax credits to reduce the costs of refinancing the Project.

**SECTION 3. AMENDMENT NO. 24-A TO THE ENABLING AGREEMENT RATIFIED.**

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of an amendment to Enabling Agreement to effect the approvals set forth in Section 1 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

**SECTION 4. TEFRA APPROVAL.**

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of not exceeding \$19,250,000 principal amount of revenue bonds for the all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended and for all purposes of the Original Resolution.

**SECTION 5. REPEALING CLAUSE.**

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

**SECTION 6. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 15<sup>th</sup> day of August, 2011.

**GULF BREEZE, FLORIDA  
CITY COUNCIL**

(SEAL)

By: \_\_\_\_\_  
Beverly H. Zimmern, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Marita Rhodes, City Clerk

**EXHIBIT "A"**

**REPORT OF HEARING OFFICER**

**EXHIBIT "B"**

**AMENDMENT NO. 24-A  
OF THE ENABLING AGREEMENT**

**[Follows]**

## **SCHEDULE I**

### **THE PROJECT**

Civic Tower Apartments, an approximately 196 unit multifamily rental housing facility located at 1855 NW 15<sup>th</sup> Avenue, Miami, Florida 33125, within Miami-Dade County, Florida.

30102557.1

## EXHIBIT A

### AMENDMENT NO. 24-A TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 24-A TO INTERLOCAL AGREEMENT** (this "Amendment No. 24-A") is made and entered into as of the 1st day of August, 2011, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century") who may collectively be referred to herein as the "Parties,"

#### WITNESSETH:

**WHEREAS**, the Parties hereto have, by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 29 (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

**WHEREAS**, GMF – Preservation of Affordability Corp., a Tennessee nonprofit corporation whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), a nonprofit corporation qualified to do business in Florida, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or a limited liability company of which the Company is a managing member or a limited partnership of which the Company is a general partner (as applicable, the "Borrower"), is engaged in, among other things of acquiring, developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low income throughout the United State; and

**WHEREAS**, on April 20, 2009, the Agency initially authorized: (i) its revenue bonds in a principal amount not to exceed \$20,000,000 in one or more series to be issued pursuant to Amendment No. 24 and (ii) a loan of the net proceeds of such revenue bonds to The American Opportunity Foundation, Inc. or its subordinate nonprofit corporation; and

**WHEREAS**, on July 28, 2011, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$19,250,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing and refinancing the hereinafter described Project, including acquiring, upgrading, reconditioning, improving and beautification of an existing low income multifamily rental housing facility for persons of low income, as further described on attached Schedule 1, namely, the Civic Tower Apartments in Miami, Florida (the "Project"); and

**WHEREAS**, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of

projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, the Company, a credit enhancement facility, if any, or from the revenues of any such programs; and

**WHEREAS**, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained authorizing the execution and delivery of this Amendment No. 24-A to the Enabling Agreement with respect to the financing herein described; and

**WHEREAS**, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described from time to time to provide financing and refinancing for the Project; provided that at no time shall the principal amount of Bonds outstanding exceed the maximum principal amount set forth herein; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECT.**

This Amendment No. 24-A is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount not exceeding at any time the aggregate principal amount of \$19,250,000. Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements or instruments deemed necessary or convenient to effect or implement the financing and refinancing of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or of Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, or other sources relating to the purpose for which they are issued, all in the indentures

for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

**SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR THE TOWN OF CENTURY.**

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower the sum specified on Schedule 2 attached hereto.

**SECTION 4. ENABLING AGREEMENT CONTINUED.**

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 24-A shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 24-A, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

**SECTION 5. INDEMNITY.**

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any Project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 24-A, the financing agreements and/or bond indentures executed in connection with the Bonds or the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

**SECTION 6. SEVERABILITY OF INVALID PROVISIONS.**

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable

from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

**SECTION 7. COUNTERPARTS.**

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

**SECTION 8. EFFECTIVE DATE; AMENDMENTS.**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 24-A to Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

**CITY OF GULF BREEZE, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Beverly H. Zimmern, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Marita Rhodes  
City Clerk

**TOWN OF CENTURY, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**SCHEDULE 1**

**THE PROJECT**

Civic Tower Apartments, an approximately 196 unit multifamily rental housing facility located at 1855 NW 15<sup>th</sup> Avenue, Miami, Florida 33125, within Miami-Dade County, Florida.

**SCHEDULE 2**  
**PAYMENT TO TOWN OF CENTURY**

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

30100904.1



## City of Gulf Breeze Police Department

311 Fairpoint Drive  
Gulf Breeze, FL 32561  
850-934-5121  
850-934-5127 fax  
[www.gulfbreezepolice.com](http://www.gulfbreezepolice.com)

August 3, 2011

To: Edwin Eddy, City Manager

From: Peter Paulding, Chief of Police

Re: Weather Bug Media Services camera on water tower

In an effort to provide video coverage of the city, we have discussed a proposal from Channel 3 TV that they place a high-definition video camera on the Gulf Breeze water tower. The camera will have pan/tilt/zoom capability and will function like the cameras that are shown on TV from the Crown Plaza Hotel and from the beach from time to time. Except for the 15-20 seconds at a time when the camera image is shown on TV, the camera will be available for the use of the Police Department. The camera will be able to scan much of the city, most of both bridges and even Bayfront Parkway and parts of Ft. Pickens Rd.

The camera will be accessible to the Gulf Breeze police on a 24/7 basis and will be viewable and controllable from our headquarters. The project will be installed by Weather Bug Media Services, which oversees the technical installations for the TV station and also provides weather data to the TV station. They will provide, install and maintain the camera. Our obligation is to provide power, an internet connection and allow them to install the equipment on the water tower and in our building.

We are confident that this is a very cost effective approach to enhancing our capabilities and are in support of the project. We are also submitting a copy of the proposed agreement with Weather Bug Media Services that appears to limit our role and liability as described above.

***Recommendation: that the City Council approve the proposal and direct staff to review and approve the user agreement with Weather Bug Media Services and authorize the mayor to sign the agreement and staff to oversee the installation of the camera.***

**HOSTING AGREEMENT**  
**by and between**  
**Earth Networks, Inc.**  
**And**  
**Gulf Breeze Police Department**

**This HOSTING AGREEMENT** (the "Agreement") is made effective as of the 27th day of July, 2011, by and between Earth Networks, Inc. a Delaware corporation with principal offices at 12410 Milestone Center Dr. Suite 300, Germantown MD 20876 and Gulf Breeze Police Department, at 311 Fairpoint Dr, Gulf Breeze FL 32561 ("HOST").

**WHEREAS**, EARTHNETWORKS manufactures and deploys WeatherBug Weather Stations, each such system being comprised of a weather sensor suite, a master control unit, a digital display, a communications device, and a sensor shelter, or optional equipment such as a camera, weather server and computer (referred herein as the "Hardware"), and computer programs for collection, display and dissemination of real-time and historical data via an Intranet or the Internet (referred herein as the "Software");

**WHEREAS**, EARTHNETWORKS desires to install one HD PTZ Camera, related Hardware and Software (if applicable) at designated locations owned or controlled by HOST for continued collection and dissemination of local weather information;

**WHEREAS**, both parties agree that it is of mutual benefit to have the HOST participate in this program;

**THEREFORE**, the parties agree to the following terms and conditions:

1. **Weather Systems.** EARTHNETWORKS will place at designated HOST facilities, at no cost to the HOST, 1 WeatherBug HD Camera, including Hardware and Software, (as determined by EARTHNETWORKS), to collect and report real-time digital camera images via the Internet as described herein.
2. **Term and Termination.** This Agreement shall have a term of one year, with automatic yearly extensions unless either party opts out of such extension with notice at least 30 days prior to the expiration of either the original or 20 days prior to any renewal term, as applicable.
3. **Rights and Licenses.** EARTHNETWORKS retains all rights to the design of the WeatherBug Weather Stations and Cameras, Hardware, Software, and ownership of the Systems, the data generated by the Systems (including weather data measured directly by System components, calculated data from the Software, and video imagery from cameras), which rights the HOST and each participating site hereby acknowledges and agrees not to assert or claim any interest in, save and except only as otherwise expressly granted in paragraph 4.

**4. Data Rights**

(1) EARTHNETWORKS grants to the HOST a royalty-free license for the term of the Agreement to use data generated by WeatherBug Weather Stations solely and exclusively for educational, research and internal operational purposes within the HOST network, which the parties agree includes all subsidiary and affiliated companies of HOST.

(2) Except as notes in (1) above, the HOST may not, without express permission of EARTHNETWORKS, provide the data generated by HOST sites to any party, including other government agencies. HOST may, however, provide and/or allow links to data pages created pursuant to this Agreement.

(3) Except as otherwise stated herein, EARTHNETWORKS has the exclusive right to resell, provide, or otherwise use the data generated by the Systems.

5. **Installation and Maintenance.** The installation and maintenance of the WeatherBug system provided to HOST under this Agreement is the responsibility of EARTHNETWORKS. Installation and maintenance shall be in accordance with EARTHNETWORKS standard specifications, which includes but is not limited to the requirement for multiple small building penetrations where agreed and directed by the HOST in order to affix the system to the building structure and the running of data cable to an internal termination point. In this regard, mast installation may require drilled holes for bracket support and cable access may require new building penetrating conduit. HOST shall allow the previously described work to be completed, shall provide the site and power supply (described in #8 below) for the Systems and Hardware. HOST shall keep the systems powered up and connected to an "always-on" Internet connection configured to EARTHNETWORKS' specifications (described in #8 below) regarding firewall and port security required to allow live data to transmit at all times. EARTHNETWORKS shall provide a toll-free technical support service line as well as online technical support to assist such maintenance
6. **Delivery and Shipment Costs.** The HOST will provide EARTHNETWORKS the delivery address for each site where a system is to be installed. EARTHNETWORKS shall pay all shipping costs including optional equipment and software.
7. **Disposal.** EARTHNETWORKS reserves the right to remove the WeatherBug system upon termination of the agreement. EARTHNETWORKS shall ensure that the removal is done with minimal damage to the HOST building and further agrees to pay for any costs necessary to ensure the building is in the same condition, excepting only normal wear and tear, as it was prior to the installation.
8. **HOST Requirements.** The HOST shall provide for each participating site the following site related requirements (minimum specifications are indicated): (1) electrical power sufficient for operation of the Systems which includes two 120V outlets within 5 feet of where the indoor equipment is to be located; (2) direct, high speed Internet connection (DSL, T-1, T-3, or equivalent) where ftp is allowed and ports 80 and 8001 TCP (or equivalent) are open and port forwarded to an external IP.
9. **Limitations/Disclaimer of Liability.** The HOST assumes no responsibility to protect the equipment from damage of any kind. Except for damages caused by EARTHNETWORKS's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, EARTHNETWORKS disclaims liability related to the manufacture, or delivery, of the equipment, the software and/or supplies used in connection with the equipment or the provision of services for the equipment whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory. Both parties disclaim liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortuous conduct including but not limited to negligence, or any other theory.
10. **Extraordinary Circumstances.** Except for obligations of payment, neither EARTHNETWORKS nor the HOST shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God. In the event of the loss of any weather station hardware at any installed HOST site, the replacement of such hardware shall be at the sole discretion and cost of EARTHNETWORKS.
11. **Necessary Maintenance by EARTHNETWORKS.** HOST will provide upon reasonable notice by EARTHNETWORKS access to the system(s) for the purpose of supplying necessary maintenance and/or the installation of additional sensor equipment.
12. **Non-Waiver of Rights.** The failure of EARTHNETWORKS or the HOST to insist upon strict performance of the terms and conditions of this Agreement or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same rights or to rely on any such terms or conditions at any time thereafter.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland without reference to its conflict of laws rules.

14. **Breach.** Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 30 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.
15. **Business Relationship.** Nothing contained herein shall create or be deemed to create any association, partnership, joint venture, the relation of principal and agent, or the relationship of employee and employer between the parties herein.
16. **Notices.** All notices given under any of the provisions of this Agreement shall be deemed to have been duly given when made in writing and either delivered via overnight express delivery requiring the signature of the accepting party's representative or three days after the date of mailing via U.S. Postal Service, certified mail, return receipt requested, to the addresses of the parties set forth in this Agreement as the principal offices or to other such addresses as such party shall specify in writing to the other party.
17. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
18. **Assignment.** Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm, or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that either party may, on notice to the other, assign this Agreement to a subsidiary or to any party that acquires or succeeds to all or substantially all of such party's business or assets. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.
19. **Modification.** No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument of equal formality signed by duly authorized representatives of the parties hereof.
20. **Confidentiality.** (a) Neither HOST nor EARTHNETWORKS shall disseminate in any form any cost or price information included in or arising out of this Agreement to any third party. (b) Neither HOST nor EARTHNETWORKS shall divulge in any manner to any third party, association, corporation, firm, or any other person or entity, for any purpose whatsoever, any proprietary information related to this Agreement and the terms and conditions hereof, or any other confidential or proprietary information of the other party, except with the other party's prior written permission.
21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The division of the Agreement into paragraphs is only a matter of convenience for reference and shall not define or limit any of the terms or provisions hereof. Any term used in the singular shall be deemed to include the plural when the context of its use is so required. The fact that the wording of this Agreement has been provided by one party or the other shall not be taken into consideration in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**Earth Networks, Inc.**

**Gulf Breeze Police Department**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Memo

**To:** Edwin Eddy, City Manager  
**From:** Steve Milford  
**Date:** August 2, 2011  
**Re:** Establishment of a New Government Fund for New Red Light camera operations



The Chief of Police has requested separate tracking for revenues and expenses related to Red Light Camera operations. I believe this is an appropriate request.

Earlier red light camera operations specifically required segmentation of funds as part of the agreement with the equipment provider, and had very few and infrequent expense disbursements required. As a result, a separate government fund ('102' similar to a utility, outside the General Fund) was established for tracking activity. All revenues were recorded there and disbursements could only be made by manual check from the separate bank account. Any transfers to the General Fund also required a manual check, as well a specific City Council approval.

The new red light camera operations agreement does not have the segmentation restrictions and so may be incorporated in our pooled cash management system. We have continued to record red light camera revenues in the 102 fund for the moment, but fundamental differences in the responsibilities of the police department in the current operation of the red light camera are resulting in many small expenses and frequent disbursements required. Continuing deposit of red light camera proceeds in the 102 fund will keep these funds from inclusion in pooled cash summary and management. It is preferable to authorize an additional government fund code which will be included in the pooled cash capabilities to enable expenses to be readily coded and disbursed as part of normal check processing and payroll. As a separate fund, somewhat similar to the police forfeiture fund, net proceeds will accumulate as fund reserves without combining with other general fund departmental expenses and revenues, and use of those reserves will be subject to Council review.

(If these activities are expanded to generate revenue by providing back office processing for other municipalities, the fund would have to be shifted to a new enterprise fund.)

**Recommendation:**

That the City Council approve the creation of a new government fund code to capture revenues and costs related to the City's new red light camera operations, to be instituted effective 10/1/2011.

# Memo

**To:** Edwin Eddy, City Manager  
**From:** Steve Milford *SM*  
**Date:** August 8, 2011  
**Re:** Summary of Old Red Light Camera Proceeds and Uses

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[Fund 102]	
Cash in Bank (incl restricted funds)	\$400,427.17
Reserved, Due to Traffipax	<u>278,360.31</u>
Funds Available to City	<u>\$ 122,066.86</u>
.....	
Total Proceeds from program	\$461,621.46
Disbursements:	
Refunded mis-deposits	274.02
Hearing Expenses (Stebbins)	3,909.00
Overtime Reimb. to General Fund	17,000.00
PD Vehicle & Server Reimb. To General Fund	<u>40,011.77</u>
	<u>61,194.79</u>
Net Cash Proceeds	<u>\$400,427.17</u>

Based on current settlement terms (\$110,000 paid to Traffipax) the proceeds available to the City will be \$290,427.17.

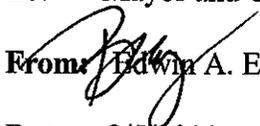


# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

## Memorandum

**To:** Mayor and City Council

**From:**  Edwin A. Eddy, City Manager

**Date:** 8/5/2011

**Subject:** Electronic Readerboard Signs

---

Attached is the staff memo on the subject listed above from the August 1<sup>st</sup> Council meeting cycle. The City Council tabled this matter and asked that it be considered again at the August 9<sup>th</sup> and 15<sup>th</sup> cycle of meetings.

There are three (3) basic alternatives for the City Council to consider:

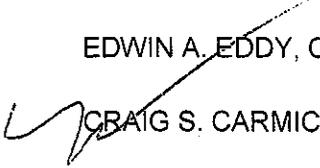
1. Leave the regulation of electronic readerboards as currently provided in the Code of Ordinances.
2. Add to the regulation of electronic readerboards in order to limit placement of electronic readerboards to properties contiguous to or adjoining Gulf Breeze Parkway. The signs would be oriented to parkway traffic only. There would be no more electronic readerboard signs on Daniel Drive, Andrew Jackson, Shoreline Drive or Fairpoint/Northcliffe.
3. Disallow any new electronic readerboards in any location. Develop an amortization schedule so that existing electronic readerboards are phased out over time. If existing electronic readerboards are destroyed by nature or an accident, they would not be repaired or replaced.



# City of Gulf Breeze

## MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER

FROM:  CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 21, 2011

SUBJECT: ELECTRONIC READER BOARDS

Over the past several years, we have seen an increase in the number of electronic reader boards ("ERB") being installed throughout the City. Advances in technology have reduced the cost associated with their production and more businesses are able to afford them. Early on, the City recognized the potential problems associated with the signs and put standards in place in 2006. While not an all-inclusive list the standards regulate: message duration, luminance, animation, location, placement, size and etc. I have attached Section 23-16 of the City's Land Development Code for a complete list of the ERB standards.

Historically, we have only seen the signs associated with large institutions such as schools and churches as they were the only organizations that could afford them. Additionally, their locations have been limited to the U.S. Highway 98 corridor, where high traffic volumes help justify the expense. However, as prices have dropped, we are now seeing smaller businesses employing their use and their locations are no longer limited to high volume traffic areas.

While our standards take into account luminance and color, there can be quite of bit of light pollution associated with ERB's signs. While it has not been an issue along the U.S. Highway 98 corridor, it could become a potential issue on the side streets where commercial properties directly interface with residential properties. In light of the recent trends, it might be helpful if we re-examine the ERB standards and limit their locations to the U.S. Highway 98 corridor. Staff proposes that ERB's be permissible only on properties that directly interface with Gulf Breeze Parkway. Additionally, the sign must be located in such a manner that the sign is located adjacent to the common property line that runs parallel to Gulf Breeze Parkway.

**RECOMMENDATION:** **THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT AN ORDINANCE THAT WOULD LIMIT ERB'S TO THE U.S. HIGHWAY 98 CORRIDOR.**

CSC  
Attachment

**Sec. 23-16. Same--C-1 and M districts.**

The following signs shall be permitted in the C-1 and M districts:

- (1) Any sign permitted in this chapter.
- (2) Any sign or signs may be displayed if they pertain exclusively to the business carried on within the building or on the premises of the business which designates a business area or section. Signs attached to a building shall not be greater in total area than ten percent of the frontage area of the first floor of the building with an additional five percent being available for use by commercial businesses for a sign of the readerboard type. No illuminated sign shall be placed on the side of a building that is within 150 feet of and facing a residential district except when such residential district is separated from the commercial district by a platted street. Such signs shall not exceed a total of 200 square feet.
- (3) Each individual business establishment shall have no more than 50 square feet of total freestanding sign area (100 square feet including both sides of sign), with an additional 25 square feet (50 square feet including both sides) for use by that business for a sign of the readerboard type. If a readerboard is utilized, the readerboard sign shall be attached to the same pole as the principal freestanding sign. If the readerboard sign is placed parallel or at an angle of not more than 45 degrees to the street, a maximum of two signs, each of not more than 25 square feet, may be utilized as readerboard signs, and the reverse side toward the business shall be blank. All freestanding signs must be supported on a single pole or sign assembly and limited to a single business. Signs which are normally an integral part of equipment such as gasoline pumps or other dispensing or servicing devices shall be permitted provided they do not exceed 25 percent of the area of such equipment and are a part of, and not detached from, the equipment. The latter signs need not be included in the overall 50 square foot limitation on sign area.
- (4)
  - a. Each unified group of stores may have one freestanding sign of an area equal to ten square feet per 20 lineal feet of building frontage up to a maximum sign area of 200 square feet (400 square feet including both sides of signs). In addition, each individual store in such a group may have one projecting or hanging sign of three square feet extending no more than three feet from the wall of the building.
  - b. Any business operating a motion picture theater or theaters within a unified group of stores, and having obtained an occupational license pursuant to section 11-19, as may be amended for operation of motion picture theaters shall be permitted an additional sign to those detailed in this section to display changeable copy. Each screening area must have an individual seating capacity of at least 100 people. The maximum total sign area permitted is 50 square feet (100 square feet, including both signs of sign). The changeable copy or readerboard section of the sign may contain the following information: Title of the movie(s), rating(s), and/or starting time(s) for each movie title.
  - c. A theater which operations cease or discontinue for a period of six

consecutive months or longer shall be deemed no longer active pursuant to section 23-9(a).

- (5) No sign shall extend more than 35 feet above grade. No signs shall be erected in the right-of-way, except official state, county or city signs erected by the respective governing agency. Buildings situated 15 feet or less from a right-of-way or property line may have one projecting or hanging sign of six square feet extending no more than three feet from the wall of the building. The bottom of the sign shall have a minimum eight-foot clearance above the walkway.
- (6) Churches and civic organizations are permitted no more than two common signs with locations, size and design as agreed to by the city council for the purpose of identifying those churches and civic organizations in the city. In addition, each church may erect one nonilluminated sign not more than three square feet in area adjacent to U.S. Highway 98 for the purpose of indicating direction to the church.
- (7) Electronic reader boards shall be permissible provided that conform to the following standards:
  - a. Duration of message on-time: Six seconds, scrolling or flashing shall not be permitted.
  - b. Luminance: Day 600--1,000 cd/m<sup>2</sup>; night 100--350 cd/m<sup>2</sup>.
  - c. Animation: Signs which convey the appearance of movement or animation in any form shall not be permitted, scrolling or flashing shall not be permitted. The message shall only consist of words and static logos.
  - d. Maintenance: Electronic reader boards shall be maintained in good repair at all times. When any part of the message display is not working properly, the use of the electronic reader board sign will discontinued until the repairs are made.
  - e. Interchanges and intersections: Electronic reader boards shall not be allowed with 300 feet of an intersection of collector or arterial roadways.
  - f. Contrast and contrast orientation: Electronic reader boards displays shall have a black background.
  - g. Height: ERB signs shall be limited to 15 feet in height.
  - h. Facade: ERB sign shall be shall be designed so that the sign pole assemblies and supports are not visible and must be screened with brick, masonry or stucco.
  - i. Size: ERB signs shall be limited to 25 square feet of display area.
  - j. Color: ERB signs shall be limited to one the following colors: red, orange or yellow.
  - k. Separation: ERB signs shall have a minimum separation distance of 100 feet from any other ERB sign.

(Ord. No. 1-93, § 1, 2-13-93; Ord. No. 04-06, § 3, 4-3-06)



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager

**FROM:** David J. Szymanski, Assistant City Manager

**DATE:** August 04, 2011

**SUBJECT:** Team Santa Rosa Membership

The City of Gulf Breeze has been a member of Team Santa Rosa for over a decade. The City recognizes that economic growth in Santa Rosa County equates to improved quality of life, better opportunity for our citizens, and increased property values. Team Santa Rosa is striving to work with prospective employers to choose Santa Rosa County as well as existing businesses to encourage growth. Team Santa Rosa is a partnership between the County, the local governments, state and federal agencies, and private industry.

An annual membership invoice has been submitted by Team Santa Rosa for \$6,000. It would be appropriate for the City to pay this invoice. The FY2011 CRA budget has money set aside for this membership. It is appropriate that this membership be paid from the CRA, as economic development is why the CRA was established in 1989.

**RECOMMENDATION: That the City Council meet on Monday, August 15, 2011 as the Board of Directors of the Community Redevelopment Agency and that the CRA Board authorize payment to Team Santa Rosa of \$6,000 for 2011 membership dues.**



**TEAM Santa Rosa**  
FLORIDA

ECONOMIC DEVELOPMENT COUNCIL, INC

6491 Caroline Street  
Milton, FL 32570-4592

# Invoice

Date	Invoice #
8/3/2011	20011-1752

<b>Bill To</b>
Dave Symanski City of Gulf Breeze P. O. Box 640 Gulf Breeze, FL 32562-0640

<b>Due Date</b>
9/15/2011

Description	Amount
City of Gulf Breeze TEAM Investment Dues	6,000.00
<b>Total</b>	<b>\$6,000.00</b>

# Memo

**To:** Edwin A. Eddy, City Manager  
**From:** Steve Milford  
**Date:** August 4<sup>th</sup>, 2011  
**Re:** Employee Health Insurance Coverage for Fiscal Year 2012

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Staff met with representatives of Rodney Rich & Co., who presented an update on rates for City employee health insurance coverage. Current coverage annual premiums total \$702,545, of which employees contribute slightly over \$301,000 for the incremental costs of spouse, children or family coverage. Initial 2012 budgets presented to the council incorporated a 10% increase in health insurance rates.

Rich & Co. were initially presented a 15.8% increase for current plan renewal and were successful in negotiating the rate increase down to 8.1%. This is within the budgeted increase, and in light of recent Federal healthcare legislation, the current plan is eligible to be grandfathered for continuation.

Alternatively, a new Self Referral HMO plan is now offered by Blue Cross that is similar in coverage. Key differences are that the out of pocket limit for each calendar year would increase from \$2,500 to \$3,500; co-pays for primary and specialist office visits would increase by \$5, but co-pays for generic prescriptions would decrease from \$15 to \$15 and wellness checkups would be free. One further significant difference in HMO plan is 100% coverage of physician services in-hospital versus the current plan cost of 20% coinsurance costs. The estimated annual cost of this alternative is \$694,635 or a 1.1% decline in coverage costs and an estimated annual savings of \$7,910 from current levels, or \$78,164 savings from currently budgeted 2012 benefits costs.

Staff have concluded that in most cases, the 100% coverage of wellness checkups and lower generic prescription copay more than offset the \$5 increase in office visit copays. For those employees who may be exposed to hardship due to the increase annual out-of-pocket maximum, it was suggested that a designated reserve could be funded from budgeted savings to assist in cases of employee hardship due to healthcare costs.

Dental and vision plans were also presented which provided superior coverage to the City's reimbursement policies, but preliminary estimated premiums totaled \$53,943 as compared to the \$35,000 to \$46,000 range of actual reimbursements during the past 5 years.

**Recommendation:**

That the City Council approve the Self Referral HMO plan for eligible employees for fiscal year 2012.

# City of Gulf Breeze

## Summary of Medical Plan Alternates

October 1, 2011

### Blue Cross Blue Shield

Medical Plan	Childrento B. Renewable	Alternative #
Self Insured	Self Insured	Self Insured
Blue Cross Blue Shield	Blue Cross Blue Shield	Blue Cross Blue Shield
Plan Number: 3559	Plan Number: 042	

**Access To Benefits**

**You are responsible for:**

Office Visits - Primary	\$20	Ded/Coins
Office Visits - Specialist	\$40	Ded/Coins
Emergency Room Services	\$100	\$100
Urgent Care Center	\$45	Ded/Coins
Prescription Drugs	\$15/\$30/\$50	50%
Outpatient (Hospital)	Opt. 1 - \$200	Ded/Coins
Ambulatory Surgical Center	Opt. 2 - \$300	Ded/Coins
Inpatient Hospital Services	\$100	Ded/Coins
Physician Services	Opt. 1 - \$600	Ded/Coins
Deductible (Cal Year)	Opt. 2 - \$1,000	Ded/Coins
Coinsurance	Ded/Coins	Ded/Coins
Out-of-Pocket Limit (Cal Year)	\$500 / \$1,500	\$750 / \$2,250
Lifetime Maximum Benefit	80% / 20%	60% / 40%
	\$2,500 / \$5,000	\$5,000 / \$10,000
	Unlimited	Unlimited

**MONTHLY COST**

	Current	Renewal	Alternate 1
Employee	\$445.79	\$485.56	\$440.77
Employee / Spouse	\$989.65	\$1,077.95	\$978.51
Employee / Child(ren)	\$811.34	\$833.72	\$802.20
Family	\$1,368.57	\$1,490.72	\$1,353.16
Total Monthly Cost	\$58,545.49	\$63,269.46	\$57,886.26
Total Annual Cost	\$702,545.88	\$759,233.52	\$694,635.12
Percentage of Increase (i)	8.07%		-1.13%

(i) Percentage of Increase is based on current rates

\*\* Refer to plan documents for a list of covered services, and limitations or exclusions

**City of Gulf Breeze**  
**Summary of Medical Plan Revised Renewal - Grandfathered**  
**October 1, 2011**  
**Blue Cross Blue Shield**

**MEDICAL PLAN** Equivalent to Renewal  
 Access To Benefits Self Renewed  
 You are responsible for: Original Network  
 Office Visits - Primary Edge Options: 3559  
 Office Visits - Specialist  
 Emergency Room Services  
 Urgent Care Center  
 Prescription Drugs  
 Outpatient (Hospital)  
 Ambulatory Surgical Center  
 Inpatient Hospital Services  
 Physician Services  
 Deductible (Cal Year)  
 Coinsurance  
 Out-of-Pocket Limit (Cal Year)  
 Lifetime Maximum Benefit

Office Visits - Primary	\$20	Ded/Coins
Office Visits - Specialist	\$40	Ded/Coins
Emergency Room Services	\$100	\$100
Urgent Care Center	\$45	Ded/Coins
Prescription Drugs	\$15/\$30/\$50	50%
Outpatient (Hospital)	Opt. 1 - \$200	Ded/Coins
Ambulatory Surgical Center	Opt. 2 - \$300	Ded/Coins
Inpatient Hospital Services	\$100	Ded/Coins
Physician Services	Opt. 1 - \$600	Ded/Coins
Deductible (Cal Year)	Opt 2 - \$1,000	Ded/Coins
Coinsurance	Ded/Coins	\$750 / \$2,250
Out-of-Pocket Limit (Cal Year)	\$500 / \$1,500	60% / 40%
Lifetime Maximum Benefit	80% / 20%	\$5,000 / \$10,000
	\$2,500 / \$5,000	Unlimited

MONTHLY COST		Current	Renewal
Employee	36	\$445.79	\$485.56
Employee / Spouse	14	\$989.65	\$1,077.95
Employee / Child(ren)	10	\$811.34	\$833.72
Family	15	\$1,368.57	\$1,490.72
Total Monthly Cost		\$58,545.49	\$63,269.46
Total Annual Cost		\$702,545.88	\$759,233.52
Percentage of Increase (i)			8.07%

(i) Percentage of Increase is based on current rates  
 \*\* Refer to plan documents for a list of covered services, and limitations or exclusions

**City of Gulf Breeze**  
**Summary of Medical Plan Revised Renewal - Non-Grandfathered**  
**October 1, 2011**  
**Blue Cross Blue Shield**

Medical Plan  
 Current Renewal  
 In Network  
 Blue Options 03559

**Access To Benefits**  
 You are responsible for:

Office Visits - Primary	\$20	Ded/Coins
Office Visits - Specialist	\$40	Ded/Coins
Emergency Room Services	\$100	\$100
Urgent Care Center	\$45	Ded/Coins
Prescription Drugs	\$10/\$30/\$50	50%
Outpatient (Hospital)	Opt. 1 - \$200	Ded/Coins
Ambulatory Surgical Center	Opt. 2 - \$300	Ded/Coins
Inpatient Hospital Services	\$100	Ded/Coins
Physician Services	Opt. 1 - \$600	Ded/Coins
Deductible (Cal/Year)	Opt. 2 - \$1,000	Ded/Coins
Coinsurance	Ded/Coins	\$750 / \$2,250
Out-of-Pocket Limit (Cal/Year)	80% / 20%	60% / 40%
Lifetime Maximum Benefit	\$2,500 / \$5,000	\$5,000 / \$10,000

**MONTHLY COST**

Employee	36	Current	\$445.79	Renewal	\$492.42
Employee / Spouse	14		\$989.65		\$1,093.16
Employee / Child(ren)	10		\$811.34		\$896.20
Family	15		\$1,368.57		\$1,511.72
Total Monthly Cost			\$58,545.49		\$64,669.16
Total Annual Cost			\$702,545.88		\$776,029.92
Percentage of Increase (i)				10.46%	

(i) Percentage of Increase is based on current rates  
 \*\* Refer to plan documents for a list of covered services, and limitations or exclusions



# *City of Gulf Breeze*

TO: Edwin A. Eddy, City Manager  
FROM:  David J. Szymanski, Assistant City Manager  
DATE: August 5, 2011  
SUBJECT: Employee Salary and Benefits Study

City Council members have requested information on how the City pay scales compare to a broad selection of comparable positions. The City has spot-checked local comparables in recent years. Upon review of City records, there has been no full formal salary survey performed within the last 15 years.

The City has always prided itself by insuring fair and equal compensation opportunities for equal contributions to the effective operations of the City. The employee salary and benefits should be competitive with reasonably similar positions in the labor market where the City recruits for employees and which are consistent with the economic conditions.

**RECOMMENDATION: That the City Council direct staff to prepare a RFP for a Employee Salary and Benefits Study, to advertise, select a firm/individual, and make a hiring recommendation to the Council.**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 8/5/2011

Subject: City's 50<sup>th</sup> Anniversary Celebration

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At a previous City Council meeting, a plan for celebration of the City's 50<sup>th</sup> Anniversary was approved. The components of the celebration include a sit down dinner on August 20<sup>th</sup>, an outdoor BBQ with fireworks on October 22<sup>nd</sup> and a program to acquire and install permanent, outdoor community art in the City.

The Community Art program is estimated to cost \$250,000. Of this, "not to exceed" total, \$125,000 will be provided by donors.

In order to fund the art project and the other events the City Council may wish to consider an allocation in the amount of \$75,000 from Gulf Breeze Financial Services.

We have ordered one piece of outdoor art that will be placed on the east side of Wayside Park. We have a donor of \$25,000 and with the City's match, we have ordered the piece which was approved by the donor and Dr. Zieman who is coordinating this effort.

### RECOMMENDATION:

**THAT THE CITY COUNCIL MEET ON MONDAY, AUGUST 15<sup>TH</sup> AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES AND APPROVE AN ALLOCATION OF \$75,000 FOR THE CITY'S CELEBRATION OF ITS 50<sup>TH</sup> ANNIVERSARY.**

Councilman Schluter moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

**NEW BUSINESS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING CELEBRATION OF THE CITY'S 50<sup>TH</sup> ANNIVERSARY**

Reference: City Manager memo dated December 3, 2010

**RECOMMENDATION:**

**That the City Council endorse the following plans for the City's 50<sup>th</sup> Anniversary celebration offer any added thoughts: (1) hold a formal dinner to mark the City's official incorporation in August, 1961; (2) hold an outdoor event, such as a barbecue or cookout in October and (3) install up to five (5) pieces of permanent art at key focal points throughout the City.**

Councilman Morris moved for approval. Councilman Schluter seconded. The vote for approval was 5 - 0.

**B. SUBJECT: DISCUSSION AND ACTION REGARDING COUNCIL BOARD APPOINTMENTS**

Reference: Verbal discussion

**RECOMMENDATION:**

**The Mayor made the following Council appointments to various boards: Joe Henderson - South Santa Rosa Utility System Board and Regional Utility Authority Board; J. B. Schluter - Development Review Board, Architectural Review Board, and designated alternate to the Alabama Florida Transportation Planning Organization; Dana Morris - Tourist Development Board and TEAM Santa Rosa; David Landfair - Bay Area Resource Council (BARC) and Mayor Zimmern - Florida Alabama Transportation Planning Organization, Florida Regional Utility System Board, South Santa Rosa Utility System Board (ex officio) and Northwest Florida Transportation Planning Organization.**

Council unanimously agreed to the appointments.

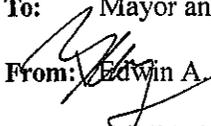


# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 12/3/2010

Subject: Celebration of the City's 50<sup>th</sup> Anniversary

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The City was incorporated in 1961. We will celebrate 50 years of being a City in 2011. Mayor Zimmern and staff have been working on a plan to present to the Council for a fitting commemoration of this anniversary. The initial plans have three major aspects at this point.

1. Formal Dinner- To mark the City's official incorporation in August, 1961, we thought a formal dinner in August to be held at St. Ann's would be fitting. This would be a dinner to recognize the council, board members and others, past and present that have had a significant role in the City's history. Individuals and corporate sponsors would be encouraged to attend by purchasing tickets or tables. A video or videos will be presented.
2. Outdoor Event- A barbeque or cookout in October to be held at Shoreline Park. The Pensacola Civic Band will play with fireworks at the end.
3. Dedication of Permanent Outdoor Art - In order to recognize the City's five (5) decades of existence and in order to underscore the difference that makes Gulf Breeze special, we thought purchase and installation of up to five (5) pieces of permanent art to be installed at key focal points throughout the City would be extraordinary. These pieces would be produced by local artists. The cost of which would be shared by the City and donors.

At this point, the framework for the celebration is being developed by a small committee. This group will be expanded in order to add events if necessary and bring the events above from paper to reality.

### RECOMMENDATION:

**THAT THE CITY COUNCIL OFFER ANY ADDED THOUGHTS FOR THE CITY'S 50<sup>TH</sup> ANNIVERSARY CELEBRATION AND ENDORSE THE PLANS DESCRIBED ABOVE.**



# *City of Gulf Breeze*

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Ron Pulley, Director of Parks and Recreation  
**SUBJECT:** Additional Architectural Fee - Recreation Center Project  
**DATE:** August 4, 2011

In September of 2010, Council authorized a contract for architectural and engineering services with Bay Design Associates Architects for \$361,450, relative to the addition to and renovation of the current Recreation Center. With an approved FEMA alternative project budget of \$4.6 million, we believed the remaining available budget for actual construction to be \$4.2 million.

Following several months of plan development and public input, Council approved an increase in the project budget to \$5.2 million, utilizing additional FEMA alternative project funds. During this particular recommendation, it was noted that architect and design fees, which were previously thought to be included in the primary project budget, were provided for by a separate FEMA alternative funding line item. Therefore, FEMA provides for architect and design fees in addition to the approved construction funds. (see attached)

Corresponding to the increase in the project budget from \$4.2 to \$5.2 million, Bay Design encountered additional engineering and design fees which were submitted for consideration prior to the opening of bids on June 30, 2011. The additional fee request totaled \$115,125, of which \$70,000 was for "Basic Services" -or- 7% of the one million dollar increase, which is the agreed upon basic fee. There is a detailed explanation attached.

When the bid opening indicated that the project scope would have to be reduced or the budget would have to be increased, staff delayed action on Bay Design's request until such time as a determination was made.

Now that Council has approved the project scope and budget of \$6.2 million, Bay Design has committed that they will not seek an additional "Basic Services" fee increase beyond that requested for the \$5.2 level.

We believe each of these additional architect and engineering fees, as explained, are justified and supported by the approved project scope. Since Bay Design's fee request is unchanged by the budget increase from \$5.2 to \$6.2 million, FEMA will provide funding for the additional architect and engineering fees.

## **Recommendation**

**That Council authorize an additional \$115,125 to Bay Design Associates Architects.**

**Ron Pulley**

**From:** Steve Jernigan [Steve@baydesign.com]  
**Sent:** Sunday, July 03, 2011 10:36 AM  
**To:** rp-rec@mchsi.com  
**Cc:** George Williams  
**Subject:** Community Center Additional Fees backup information  
**Attachments:** image001.png; Back up info for additional fees.pdf

Ron – per your request, the following is a more detailed explanation of each of the additional fees not included in our original fee proposal. I have attached the original worksheet we used in negotiating the original fee which describes basic fees vs. additional fees, with backup information for each of the items requested.

- **Additional surveying (Pittman Glaze) - \$4,910 (direct reimbursable expense)** This was the additional area surveyed to the north and west of the original surveyed area, to include the entire disc golf area so it could be used to mitigate stormwater detention areas. This is our direct cost without any markup. Proposal attached.
- **Soils Testing – had \$3,500 allowance, actual final cost \$5,215 due to extra tests for the areas of peat (direct reimbursable expense).** The \$3,500 was an allowance – the added cost was due to expanded area tested for stormwater percolation areas, additional parking, and deeper borings at building due to peat discovered around 18' below existing grade and the engineering required to determine a strategy to mitigate differential settlements. Proposal/invoice attached.
- **LEED certification - \$10,000 over the initial \$29,500 for "green" design.** We originally proposed a fee of \$60,000 for LEED Certification design/documentation activities (also defined as an additional fee) but cut it to \$29,500 for designing for "green" but not pursuing certification. It was later determined after citizen input and council direction to pursue the "Certified" level of LEED. We agreed to limit our fee to \$10,000 additional instead of the originally proposed \$30,500 additional. This covers the cost to submit the necessary documentation and manage the process of information from the engineers and contractor. It does not include the direct cost of registration and certification fees to the Green Building Certification Institute (GBCI) or fundamental building commissioning (required as a prerequisite). Commissioning is addressed below.
- **Basic Services increase in budget – with the increase from budget of \$4.2m to \$5.2m and associated work as authorized – using the negotiated fee of 7% of construction cost for basic services x \$1,000,000 = \$70,000.** This is self-explanatory – under "basic services (architectural, structural, mechanical, electrical) the budget was increased at our recommendation by an additional \$1,000,000 to cover project scope increases. 7% was a "blended" rate based on the original budget for new and renovation work – the primary increase in cost increase was due to the extensive renovations to the existing building (brick veneer/new metal wall panel siding/new metal panel roof/new HVAC systems/new lighting/new finishes/etc). WE WILL NOT ASK FOR ANY ADDITIONAL FEES FOR BASIC SERVICES ABOVE THE \$5.2 MILLION.
- **Commissioning (required for LEED projects, and HIGHLY recommended to make sure HVAC systems are installed and operating per design) – waiting on fee from mechanical engineer.** I got a quote from our usual guy and he wanted \$28,000

8/4/2011

- **we can't justify that. I would expect something around \$8,000 from engineers.** Do not have a final quote yet – as stated above under LEED fee increase, "Fundamental Building Commissioning" is required as a prerequisite under the LEED rating system, and is something we highly recommend. It goes far beyond the typical engineering observations and Testing/Balancing of HVAC systems – it will save money in the long run by maximizing the systems efficiency and making sure the systems are installed and operating in accordance with the design parameters and industry standards.
- **Threshold Inspection – since the building is classified as a "Threshold Building" (greater than 4 stories or "Assembly" for more than 500 occupants) state law requires a "Special Inspector" provide the county an inspection plan/schedule on all structural components far beyond typical site observations.** Our structural engineer gave me a fee of ~~\$18,000~~ **\$16,500** which is in line with similar projects. The threshold plan has already been submitted to Santa Rosa County Building Inspections. Also defined as an additional service in the Florida DMS fee guidelines, we specifically excluded a fee initially for this activity since it had not been determined the scope of the "Assembly" areas of the building, so we could not determine the cost at that time. The engineer's proposal is also attached. Santa Rosa County Building Department has confirmed that a Threshold Inspection Plan will be required.
- **Additional civil engineering – the added parking/associated stormwater retention areas plus the utility relocations were outside of his original scope – he is asking for an extra \$4,000 (a bargain for all of the work he did).** The civil work – also defined as an additional service – was expanded considerably over the original scope – sewer/water/gas utility relocations, added parking areas, phasing of work requiring in effect three sets of construction documents for site work, and permit work including disc golf area to mitigate additional on-site stormwater detention areas and added permitting costs. For a sitework package of around \$750,000 the fee is around 3%.

In the contract we were authorized to perform "Site Evaluation and Planning" studies (additional service per DMS guidelines) at a fee to be determined. Please note that we performed those services to master-plan the site at no additional fee. Also not that in 11.8.2 of the Owner-Architect Agreement we are allowed to add a 10% fee to all reimbursable expenses – we have not charged any mark-up on any reimbursable expenses.

I'll be available to answer any questions you have regarding this request or to provide additional information you need.

#### Attachments:

- Original Fee Proposal
- Florida Fee Guidelines Basic Services Worksheet / Additional Services Definitions
- From executed Owner/Architect Agreement – delineation of additional services with associated fees and exclusions
- Surveying original proposal, proposal for additional surveying, invoice for completed additional surveying
- Original Civil Engineering fee proposal (additional services)
- Email request from Rebol-Battle Associates for additional \$4,000 fee for expanded project scope
- Invoice for geotechnical (soils investigations) from Larry M. Jacobs Associates (additional service/reimbursable expense).
- Proposal for Threshold Inspection Services (reduced from \$18,000 to \$16,500).

April 21, 2011

TO: Mayor and City Council  
FROM: Edwin A. Eddy, City Manager  
SUBJ: **CONSTRUCTION BUDGET - COMMUNITY CENTER**

Bay Design, the City's architectural and engineering consultants for the design of the Community Center, have advised the Mayor and staff that the project will likely result in bids that exceed the budget. You will recall that we have used a figure of \$4.2 million as an estimated construction cost. Based on input from the community and the Council that have resulted in adds such as a deck and overhang adjacent to the tennis courts, added parking, and a complete overhaul of the exterior of the existing building, the City should plan for a construction cost of \$5.2 million.

The architects will present their findings to the Council during the April 27 Executive Session. In order to offer the Council a plan for funding this project completely, we have attached the "approved alternate project list". As you can see, we established the \$4.2 million budget by using the \$4,689,906 figure with the idea that design and engineering costs would be paid from this amount. If design and engineering costs are paid from Line 7, "A & E Costs", then we can establish a full budget of \$4,689,906 for the project. Further, we suggest that a portion of the savings of \$792,563 be added to this project or we fund the remaining \$500,000 from Reserve Funds.

**RECOMMENDATION:**

**That the Council discuss the final cost estimates for the Community Center with Bay Design and staff and establish a final budget of \$5.2 million for the project with funding from the original \$4,689,906 and savings from other projects on the alternate project list.**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

August 2, 2011

Dell Sherburne  
3287 Idlewood Drive  
Pensacola, FL 32505

Dear Mr. Sherburne:

Please accept this letter and gift card as gratitude on behalf of the City Council, residents and staff of the City of Gulf Breeze for your participation during the Blue Angel's Airshow. This year the traffic was worse than ever and the heat was oppressive. We greatly appreciate your assistance and taking time out of your busy schedule to volunteer during this annual event.

Thank you again for your service and commitment to our community.

Sincerely,

Edwin A. Eddy  
City Manager

EAE: jlc  
cc: Mayor and City Council