

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

**NOVEMBER 29, 2010**  
**MONDAY 6:30 P.M.**  
**COUNCIL CHAMBERS**

**NOTICE: THE EXECUTIVE SESSION HAS BEEN MOVED  
FROM WEDNESDAY, DECEMBER 1, 2010 TO  
MONDAY, NOVEMBER 29, 2010**

**SPECIAL MEETING FOR APPROVAL OF RESOLUTION NO. 34-10:**

- A. Discussion and Action Regarding Approval of Resolution No. 34-10, Approving Year End Adjustment to Fiscal Year 2010 Budget

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Presidential Service Awards to Volunteer Fire Department Individuals
- B. Discussion and Action Regarding Ordinance No. 05-10, Establishing a No Motor Zone Behind Deadman's Island Breakwater
- C. Discussion and Action Regarding Proposed Resolution Urging Action Relative to Protection of Wildlife
- D. Discussion and Action Regarding Resolution No. 34-10, Fiscal Year 2010 Year End Budget Adjustments
- E. Discussion and Action Regarding Resolution No. 35-10, Approving Plan of Finance for Cypress Cathedral Apartments
- F. Discussion and Action Regarding Resolution in Support of National Guard and Reserve
- G. Discussion and Action Regarding Volunteer Firefighter Tuition Assistance Program
- H. Discussion and Action Regarding Architectural Support - Shoreline Park North - Football Concession & Restrooms
- I. Discussion and Action Regarding Consulting Assistance, Replacement of Pensacola Bay Bridge

- J. Discussion and Action Regarding Installation of Backflow Preventers at the Villas
- K. Discussion and Action Regarding Request from City Attorney for Rate Adjustment
- L. Discussion and Action Regarding Feasibility Study of a Reception, Banquet and Meeting Facility
- M. Discussion and Action Regarding Shoreline Park Rest Room and Softball Concession Bid Results
- N. Information Items

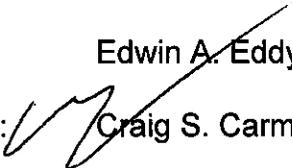
**If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.**

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



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager  
FROM:  Craig S. Carmichael, Fire Chief  
DATE: November 18, 2010  
SUBJECT: **Presidential Service Awards**

I am pleased to announce that the following individuals have received the President's Lifetime Volunteer Service Award:

Henry Belk  
Craig Carmichael  
James Custred  
Thomas Hall  
Scott Kasper  
Michael McKenzie  
Kyle Simms  
Frances Spearing  
William Spearing

The Lifetime Award is given to individuals who have volunteered over 4,000 hours with a qualifying agency. All of the individuals on the above list have donated their time with the Gulf Breeze Fire Department.

CSC

### **RECOMMENDATION:**

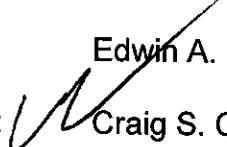
**That the individuals listed above be recognized by the City Council at the December 5, 2010, Council meeting for their dedicated service to the City of Gulf Breeze.**



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: November 18, 2010

SUBJECT: **Ordinance 05-10**

Attached, please find a copy of Ordinance 05-10 pertaining to creating a "No Motor Zone" behind the Deadman's Island breakwater. As you will recall, the City Council authorized staff to draft the ordinance as a result of the bowfishing incident. Not only will the "No Motor Zone" protect the aquatic habitat created by the breakwater it will also protect swimmers and snorkelers that dive the site.

The First Reading of the ordinance was conducted on November 15, 2010 and the advertisement will occur on November 25, 2010.

**RECOMMENDATION:** *That the City Council schedule the Second Reading and Public Hearing for December 6, 2010.*

CSC  
*Attachment: Ordinance 05-10*

**ORDINANCE NO. 05-10**

**AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO THE CREATION OF A COMBUSTION MOTOR EXCLUSION ZONE; AMENDING CHAPTER 18, ARTICLE VI OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the public health, safety, and welfare of persons using the waters of the City of Gulf Breeze require the regulation of certain water borne activities on and within those waters; and,

**WHEREAS**, the City of Gulf Breeze has partnered with other Local, State and Federal agencies and received grant funding to establish a natural breakwater at the northeastern tip of Deadman's Island; and,

**WHEREAS**, the natural breakwater helps prevent the erosion of the tip of Deadman's Island; and,

**WHEREAS**, the breakwater has created an area between the northeastern tip of Deadman's Island and the breakwater structure that has enhanced the City's marine resources or aquatic habitat; and,

**WHEREAS**, the natural breakwater has created an area that is conducive to swimming and snorkeling; and,

**WHEREAS**, the unrestricted use of vessels or the adverse impacts of such use may result in harm to swimmers, snorkelers, marine resources or aquatic habitat.

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

**SECTION 1 – ARTICLE VI** is hereby amended to read:

**ARTICLE VI. WATERWAYS**

**Sec. 18-100. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

*Combustion motor exclusion zone or motor exclusion zone* means an area where the entry of vessels being propelled or powered by an internal combustion engine is prohibited. These zones do not apply to vessels using other means of propulsion (e.g., sails, oars, poles, etc.) or to vessels equipped with an internal combustion engine when such engine is not in use.

*Idle speed--No wake zone* means a restricted or controlled zone which has been established to protect the interests of the public and in which zone motorboats cannot proceed at any speed greater than that speed which is necessary to maintain steerage way.

ORDINANCE 05-10

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*Motorboat* is synonymous with boat as referenced in Section 1(b), Article VII of the Florida Constitution and shall include every description of watercraft, barge and air boat used or capable of being used as a means of transportation on water.

*Regulatory marker* means any anchored or fixed marker in, on or over the water or on the shore and shall include but not be limited to speed zone markers and warning markers.

**Sec. 18-101. Idle speed--No wake zones.**

It shall be unlawful for any person to operate any motorboat in or upon the waters of the city at a speed any greater than the minimum speed necessary to maintain steerageway in any idle speed--no wake zone designated by a regulatory marker reading "no wake zone" or "idle speed--no wake" or similar or like warning.

**Sec. 18-102. Gilmore Bayou a no wake zone.**

The entire portion of the waters of Gilmore Bayou are hereby designated as an idle speed--no wake zone. Regulatory markers appropriately identifying Gilmore Bayou as an idle speed--no wake zone shall be posted in accordance with applicable regulations of the State of Florida, Florida Fish and Wildlife Conservation Commission relating to uniform waterway markers.

**Sec. 18-103. Deadman's Island combustion motor exclusion zone.**

The area between the northeastern end of Deadman's Island and the oyster reef breakwater is hereby designated a combustion motor exclusion zone. Regulatory markers appropriately identifying the area as a combustion motor exclusion zone shall be posted in accordance with applicable regulations of the State of Florida, Florida Fish and Wildlife Conservation Commission relating to uniform waterway markers.

**Sec. 18-103. Penalties.**

(a) Any person cited for a violation of section 18-101 shall be deemed to be charged with a noncriminal infraction and shall be cited to appear before the county court. The civil penalty for any such infraction is \$75.00, except as otherwise provided in this section.

(b) Any person cited for an infraction under this section may:

- (1) Post a bond, which shall be equal in amount to the applicable civil penalty; or
- (2) Sign and accept a citation indicating a promise to appear.

The officer may indicate on the citation the time and location of the scheduled hearing and shall indicate the applicable civil penalty.

(c) Any person who willfully refuses to post a bond or accept and sign a summons is guilty of

a misdemeanor of the second degree, punishable as provided by Florida Statutes.

- (d) Any person charged with a noncriminal infraction under this article may:
- (1) Pay the civil penalty, either by mail or in person within ten days of the date of receiving the citation; or
  - (2) If he has posted bond, forfeit bond by not appearing at the designated time and location.

If the person cited follows either of the above procedures, he shall be deemed to have admitted the infraction and to have waived his right to a hearing on the issue of commission of the infraction.

(e) Any person electing to appear before the county court or who is required so to appear shall be deemed to have waived the limitations on the civil penalty specified in subsection (a). The court, after hearing, shall make a determination as to whether an infraction has been committed. If the commission of an infraction has been proved, the court may impose a civil penalty not to exceed \$500.00.

(f) At a hearing under this article, the commission of a charged infraction must be proved beyond a reasonable doubt.

(g) If a person is found by the hearing official to have committed an infraction, he may appeal that finding to the circuit court.

## **SECTION 2 - 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 3 - 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 4 - EFFECTIVE DATE**

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

PASSED ON THE FIRST READING ON THE 15<sup>TH</sup> DAY OF NOVEMBER, 2010.

ADVERTISED ON THE ON THE 25<sup>TH</sup> DAY OF NOVEMBER, 2010.

PASSED ON THE SECOND READING ON THE 6<sup>TH</sup> DAY OF DECEMBER, 2010.

ORDINANCE 05-10  
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By: \_\_\_\_\_  
Beverly Zimmern, Mayor

ATTESTED TO BY:

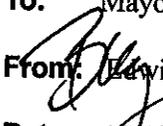
\_\_\_\_\_  
Marita Rhodes, City Clerk



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

To: Mayor and City Council  
From:  Lewin A. Eddy, City Manager  
Date: 10/4/2010

**Subject: Ordinance No. 05-10, Establishing a No Motor Zone on the Northeast side of Deadman's Island**

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The City Council directed staff to develop an Ordinance for consideration by the City Council that would provide for a "No Motor Zone" in the area northeast of Deadman's Island. The "No Motor Zone" would be located roughly as shown on the attached exhibit to the Ordinance.

The "No Motor Zone" would have several benefits. Among them are:

1. No boating with internal combustion motor propulsion in the area will allow sea grasses to be planted in the area to be less disrupted.
2. Less boat traffic in this area will reduce wave energy from boat wakes. This reduction of wave energy should reduce erosion and aid grasses.
3. An incident involving bowfishing in this area was made worse by the presence of the man made reef allowing fishermen to drive an airboat back and forth causing fish and other animals to be pinned against the reef unable to reach deeper waters. The fish and other animals were then easier prey for the bowfishermen.
4. Our intent in the Deadman's Island project was to create a snorkeling area. This "No Motor Zone" will help in this regard.

Section 68D-23.103 and Section 68D-21 of the Florida Administrative Code gives the City the authority to request a "No Motor Zone". The signage and other necessary permitting will be handled by Ecological Consulting Services as part of the Deadman's Island Restoration Project at a cost not to exceed \$5,000.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE ORDINANCE NO. 05-10 ON FIRST READING ON NOVEMBER 15, 2010 AND THAT 2<sup>ND</sup> READING AND A PUBLIC HEARING ON THIS ORDINANCE BE ADVERTISED FOR DECEMBER 6, 2010.**



# *City of Gulf Breeze*

## **MEMORANDUM**

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

**FROM:**  Craig S. Carmichael, Director of Community Services

**DATE:** October 20, 2010

**SUBJECT:** **No Motor Zone**

As a result of the bowfishing incident that took place at Deadman's Island last week, it has been suggested that the area behind the breakwater be declared a "No Internal Combustion Motors Zone" or "No Motor Zone."

Section 68B-23.103, F.A.C. defines "No Internal Combustion Motors" or "No Motor Zone" as a zone where "all vessels equipped with internal combustion motors (e.g.: gasoline or diesel motors) for propulsion must turn off the internal combustion motor and, if possible to do so, tilt or raise the internal combustion motor out of the water. The use of electric motors is not prohibited."

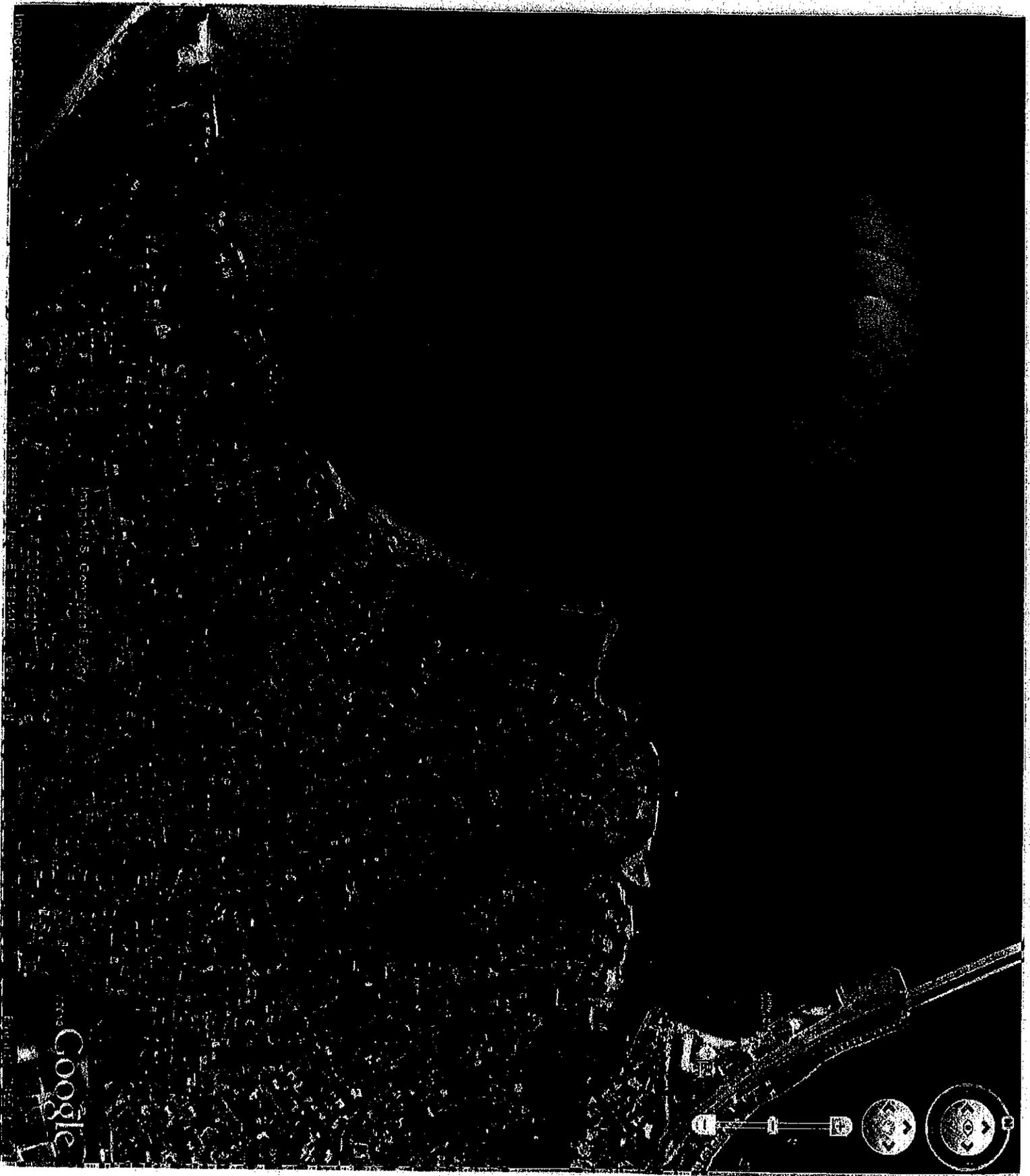
Under this classification, vessels would not be excluded from the zone and anglers would still be allowed to fish in the area behind the breakwater; however, they would not be allowed to use a combustion motor. Fishing vessels could still access the site by an electric trolling motor, paddle or pole. Canoes and kayaks would have no restrictions.

Chapter 68D-21, F.A.C. allows counties and municipalities to establish boating restrictions area provided they follow the procedures established in the aforementioned Chapter.

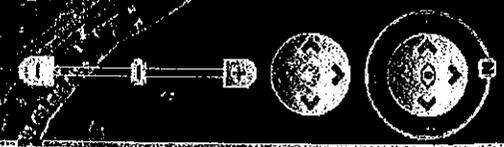
Heather Reed, with Ecological Consulting Services Inc. (ECS), has reviewed the request and feels that a No Motor Zone would be a reasonable restriction. It would help protect the breakwater and also provide a margin of safety to power vessels as the area around the breakwater contains submerged objects which could potentially damage a lower drive unit.

ECS has estimated the total cost of the project would be approximately \$5,000.00. This includes: permitting, acquisition of the appropriate navigational aids and installation. The project could be funded from the 2011 Capital Project Fund.

**RECOMMENDATION:** *That the City Council direct staff to prepare a draft ordinance that would declare the area behind the breakwater at Deadman's Island a "No Internal Combustion Motors" or "No Motor Zone" and contract with Ecological Consulting Services Inc. for the permitting, acquisition of the appropriate navigational aids and installation for an amount not to exceed \$5,000.*



Google



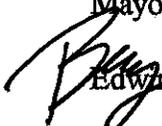


# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

November 24, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **PROPOSED RESOLUTION URGING ACTION RELATIVE TO PROTECTION OF WILDLIFE**

During recent discussions of the senseless shooting of stingrays near Deadman's Island, it was brought to the Council's attention that some species of fish and other wildlife are not adequately protected from senseless acts of destruction.

Robert Turpin, 2 Madrid Avenue, Gulf Breeze, drafted the first part of a resolution urging the State to take action to close this loophole.

## **RECOMMENDATION:**

**That staff be directed to finalize a Resolution urging the State of Florida to act to protect wildlife such as stingrays from senseless destruction.**

EAE:msr

WHEREAS-

City of Gulf Breeze, Florida and the State of Florida are surrounded by estuarine and marine waters; and

Marine and estuarine waters provide abundant marine life and other ecosystem services to Florida residents and visitors; and

Florida's environment and economy are dependent upon healthy marine and estuarine ecosystems; and,

All marine and estuarine species contribute to the health and bounty of Florida's marine and estuarine ecosystems; and,

Existing Florida Statutes and Florida Administrative Code protect terrestrial wildlife, freshwater fishes, and saltwater "food fish" from wanton and wasteful acts.

NOW THEREFORE BE IT RESOLVED THAT

The residents of Gulf Breeze, Florida, represented by the elected City Council of Gulf Breeze, Florida, hereby request the Florida Legislature and Florida Fish and Wildlife Conservation Commission to promulgate rules and regulations affording marine and estuarine species, including non-food species, with similar protection as provided to terrestrial and freshwater wildlife.

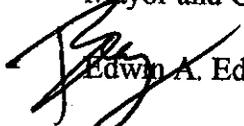


# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

November 24, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **FISCAL YEAR 2010, YEAR END BUDGET ADJUSTMENTS,**  
**RESOLUTION NO. 34-10**

The City is required to make final adjustments to the fiscal year 2010 budget within 60 days of fiscal year end. It helps to make these year end adjustments with input from our external auditors and with as much staff review as possible. For these reasons, we asked the City Council to schedule consideration of year end budget adjustments at a Special Meeting on Monday, November 29, 2010.

Attached please find Resolution No. 34-10. Adoption is the formal action necessary to make the adjustments. Also attached is a spread sheet as backup to the Resolution. The General Fund Budget increased from \$5,552,994 to \$6,776,031. Referring to the notes, the increase is due to expenditures made under each subject heading. We spent \$185,757 (in the first column) on capital projects approved by the Council and funded from previous year savings.

Moving to the second column, we spent \$71,673 more than budgeted for 2010 capital projects to encumber funds for the Andrew Jackson Median project. We spent \$114,239 on the Deadman's Island project. (Both of these projects are funded by grants.)

Under the column titled "FEMA", we show \$641,900 in revenue for the fire truck, park improvements and closeout of a project worksheet.

When all the numbers are added and subtracted we will contribute \$425,282 to general fund reserves.

Under the heading in the budget Resolution "CRA", you will note that actual revenue exceeded budget. Actual expenses did the same. We were able to make improvements such as the overpass fence project with \$40,075 from the CRA fund balance. This fund balance must be used for CRA projects within 36 months of receipt.

Fiscal Year 2010 adjustments  
November 24, 2010  
Page Two

Please refer to the Water and Sewer entry in the Resolution. You will note that revenue was less than budget estimates. Expenditures exceeded budget estimates. The added expense was due to a 2010 capital project (rebuilding the Dracena Way Lift Station). The revenue shortfall is likely due to less water usage due to vacancies.

Hopefully, these examples will help you follow the Resolution and the explanatory notes. If you have further questions, please feel free to call.

**RECOMMENDATION:**

**That Resolution 34-10 be adopted by the City Council on Monday, November 29, 2010.**

EAE:msr

**Resolution 34-10**

**A RESOLUTION TO BE ENTITLED:**

**A RESOLUTION OF THE CITY OF GULF BREEZE AUTHORIZING AND MAKING REVISIONS, TRANSFERS, AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2010.**

**WHEREAS:** the City of Gulf Breeze, Florida is required to adhere to governmental accounting practices that comply with Florida Statue 189.418.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Gulf Breeze to adopt an amended Fiscal Year 2010 Budget as follows:

<u>General Fund</u>	<u>Budget</u>	<u>Amended Budget</u>
Revenue	\$5,552,994	\$6,776,031
Expense	\$4,965,896	\$6,350,749
Reserves	\$ 587,098	\$ 425,282
<u>CRA Fund</u>	<u>Budget</u>	<u>Amended Budget</u>
Revenue	\$ 843,105	\$ 860,361
Expense	\$ 843,105	\$ 900,436
Reserves:		(\$ 40,075)
<u>Water &amp; Sewer Fund</u>	<u>Budget</u>	<u>Amended Budget</u>
Revenue	\$1,841,372	\$1,791,468
Expense	\$1,832,791	\$1,985,788
Reserves:	\$ 8,581	(\$ 194,320)
<u>Natural Gas Fund</u>	<u>Budget</u>	<u>Amended Budget</u>
Revenue	\$2,141,500	\$2,083,829
Expense	\$2,123,500	\$1,575,541
Reserves:	\$ 18,000	\$ 508,288

<b><u>SSRUS Fund</u></b>	<b><u>Budget</u></b>	<b><u>Amended Budget</u></b>
Revenue	\$4,657,624	\$4,865,796
Expense	\$4,493,922	\$4,626,149
Reserves:	\$ 163,702	\$ 239,647

<b><u>Solid Waste Fund</u></b>	<b><u>Budget</u></b>	<b><u>Amended Budget</u></b>
Revenue	\$ 994,500	\$ 997,063
Expense	\$ 994,500	\$ 991,664
Reserves:	\$	\$ 5,398

<b><u>Stormwater Management Fund</u></b>	<b><u>Budget</u></b>	<b><u>Amended Budget</u></b>
Revenue	\$ 222,447	\$ 191,249
Expense	\$ 221,031	\$ 194,687
Reserves:	\$ 1,416	(\$ 3,438)

<b><u>GBFS Fund</u></b>	<b><u>Budget</u></b>	<b><u>Amended Budget</u></b>
Revenue	\$ 518,684	\$9,488,928
Expense	\$ 511,447	\$ 700,837
Reserves:	\$ 7,237	\$ 8,788,091

PASSED AND ADOPTED BY THE CITY COUNCIL OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

APPROVED:

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

ATTEST:

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











# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

November 23, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **RESOLUTION NO. 35-10, APPROVING PLAN OF FINANCE  
FOR CYPRESS CATHEDRAL APARTMENTS**

The Capital Trust Agency Board along with bond counsel, underwriters and the owner of Cypress Cathedral Apartments in Winter Haven, Florida, has developed a plan of finance for the acquisition and improvement of a low income apartment complex via CTA sponsored bonds.

A TEFRA Hearing was advertised and then convened on Tuesday, November 23, 2010. Attached is a copy of the Report of the Hearing Officer. Also attached is a Resolution approving the Hearing Officer Report, the financing and an Amendment to the City's Interlocal Agreement with the Town of Century.

## **RECOMMENDATION:**

**That the City Council adopt Resolution No. 35-10 approving the plan of finance for the Cypress Cathedral Apartment Complex in Winter Haven, Florida and issuance of not to exceed \$8,000,000 in Capital Trust Agency Bonds.**

EAE:msr

**RESOLUTION ~~35~~-10**

**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 MULTI-FAMILY RENTAL HOUSING FACILITIES LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING \$8,000,000 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. 27 (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 (its "Charter") 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 October 19, 2010, 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, developing, rehabilitating, owning, and operating the multi-family rental housing facilities for qualified elderly persons or persons of low and moderate income, as further described on attached Schedule I, namely, the Cypress Cathedral Apartments in Winter Haven, Florida (the "Project"); and

**WHEREAS**, the City has been advised that the Agency desires to issue not exceeding \$8,000,000 of the Bonds for projects on behalf of Cypress Oaks LLLP, a Florida Limited Liability Limited Partnership (as applicable, the "Company"), or a limited liability company of which the Company is a member or a limited partnership of which the Company is a partner, or its assigns (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 November 9, 2010, 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 November 23, 2010; 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 Council on November 9, 2010. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

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

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the Bonds in the aggregate principal amount not exceeding \$8,000,000. 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 TO THE ENABLING AGREEMENT.**

Pursuant to the Enabling Agreement, there is hereby approved an amendment to the 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, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

### **SECTION 4. TEFRA APPROVAL.**

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of not exceeding \$8,000,000 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. ALL NECESSARY ACTION.**

The Mayor, Mayor Pro Tem, City Clerk, Deputy City Clerk, City Manager, counsel to the City, McGuireWoods LLP, Bond Counsel, and the appropriate officials of the City are hereby authorized to execute and deliver all documents, instruments, certificates, approvals and waivers as may be necessary or useful in connection with the authorizations of the City contained herein.

### **SECTION 6. 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 7. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 6th day of December, 2010.

**GULF BREEZE, FLORIDA  
CITY COUNCIL**

(SEAL)

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

**ATTEST:**

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

**EXHIBIT "A"**  
**REPORT OF HEARING OFFICER**

**EXHIBIT "B"**

**AMENDMENT NO. 28  
OF THE ENABLING AGREEMENT**

**SCHEDULE I TO RESOLUTION**

**THE PROJECT**

Cypress Cathedral Apartments, an approximately 68 unit multi-family housing facility for the elderly located at 1801 NW Havendale Blvd., Winter Haven, Florida 33881, to be financed in an amount not exceeding \$8,000,000.

## AMENDMENT NO. 28 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 28 TO INTERLOCAL AGREEMENT** (this "Amendment No. 28") is made and entered into as of the 1st day of November, 2010, 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. 27 (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**, Cypress Oaks LLLP, a Florida Limited Liability Limited Partnership (as applicable, the "Company"), or a limited liability company of which the Company is a member or a limited partnership of which the Company is a partner, or its assigns (as applicable, the "Borrower"), is engaged in, among other things of acquiring, developing, rehabilitating, owning, and operating multi-family rental housing facilities for persons of low and moderate income; and

**WHEREAS**, on October 19, 2010, the Agency initially approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$8,000,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower, for the purpose of financing and refinancing the acquisition, expansion, development, improvement and rehabilitation of the multi-family rental housing facilities for qualified elderly persons or persons of low and moderate income, as further described on attached Schedule 1, namely, the Cypress Cathedral Apartments in Winter Haven, 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 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 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 \$8,000,000. 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 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment, 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, 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 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**

Cypress Cathedral Apartments, an approximately 68 unit multi-family housing facility for the elderly located at 1801 NW Havendale Blvd., Winter Haven, Florida 33881, to be financed in an amount not exceeding \$8,000,000.

**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.

**REPORT OF HEARING OFFICER  
(CYPRESS CATHEDRAL APARTMENTS)**

This instrument shall constitute the official report of the undersigned official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on November 23, 2010, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity duly created under Chapters 163, Part I, and 617, Florida Statutes and a public agency of the State of Florida established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding \$8,000,000 revenue bonds (the "Bonds") on behalf of Cypress Oaks LLLP, a Florida Limited Liability Limited Partnership, whose principal place of business is 1382 Sharon Copley Road, Sharon Center, Ohio 44272 (as applicable, the "Company"), or a limited liability company of which the Company is a member or a limited partnership of which the Company is a partner, or its assigns (as applicable, the "Borrower") . The proceeds of the Bonds would be loaned to the Borrower for financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification of an existing low income multifamily rental housing facility for qualified elderly persons, and for persons of low and moderate income described on the attached Exhibit "A" (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal*, on November 9, 2010, a newspaper of general circulation in the jurisdiction of the City. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

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

The audience was asked if anyone had any questions or wished to speak. No person present at the hearing expressed any opposition to the bonds or the projects.

Respectfully submitted,

By: \_\_\_\_\_  
Edwin Eddy, City Manager  
City of Gulf Breeze, Florida

**EXHIBIT A**

**THE PROJECT**

Cypress Cathedral Apartments, a approximately 68 unit multi-family housing facility for the elderly located at 1801 NW Havendale Blvd., Winter Haven, Florida 33881

**EXHIBIT B**  
**PROOF OF PUBLICATION**

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Claudia Wysocki** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

### Notice of Public Hearing

Was published in said newspaper in the issue(s) of:

November 9, 2010

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 9<sup>th</sup> Day of November, 2010, by **Claudia Wysocki** who is personally known to me.

 Affiant

 Notary Public

GRANT PAQUIN  
Notary Public, State of Florida  
My Commission Expires May 31, 2014  
Commission No. DD996828

### NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the City of Gulf Breeze, Florida, will hold a public hearing at 10:00 a.m. on Tuesday, November 23, 2010, in the City Council Chambers, located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561; to consider a plan of finance for the purpose; among other things of providing funds to be loaned to Cypress Oaks LLLP, a Florida Limited Liability Limited Partnership, whose principal place of business is 1382 Sharon Copley Road, Sharon Center, Ohio 44272 (as applicable, the "Company"), or a limited liability company of which the Company is a member or a limited partnership of which the Company is a partner, or its assigns (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification by the Borrower of an existing low income multifamily rental housing facility for the elderly located at 1801 NW Havendale Blvd., Winter Haven, Florida 33881 (the "Project"). Under such plan the financing or refinancing of low income housing for qualifying tenants is to include as a project \$8,000,000 for Cypress Cathedral Apartments, a 68 unit multi-family housing facility for the elderly located at 1801 NW Havendale Blvd., Winter Haven, Florida 33881.

The plan of finance includes the proposal by the Capital Trust Agency ("the Agency"), on behalf of itself and other public agencies of the State of Florida, to issue in respect of such Project not exceeding \$8,000,000 in aggregate principal amount of its housing revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multi-family rental housing facilities for persons of low, middle, and moderate income for the elderly. Financing of the Project will permit the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The Project Manager will be Holland Management, Inc.

The use of the Bond proceeds will conform to all local land use, zoning, and other code requirements of the jurisdictions where the Project exists. It is contemplated the current use or occupants of the Project will not change except as to the normal attrition of residents typical for these units. Input and approvals from state and/or local public officials in which the units exist will be solicited prior to any Bonds being issued.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from financing agreements with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness, of the Capital Trust Agency, the State, the City of Winter Haven, Florida, Polk County, Florida, or any political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said bonds and the plan of finance, including the project listed above. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, the Agency will thereafter submit its report concerning this public hearing to the applicable elected representative responsible for approving the issuance of the Bonds.

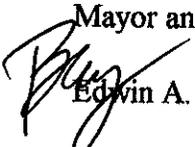
Legal No. 1495749 IT November 9, 2010



# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

November 23, 2010

TO: Mayor and City Council  
FROM:  Edwin A. Eddy, City Manager  
SUBJ: RESOLUTION IN SUPPORT OF NATIONAL GUARD AND RESERVE

Attached is a Resolution of the City Council supporting the National Guard and Reserve. The Florida League of Cities is urging its members to pass such a Resolution in light of the ongoing mission overseas that is being fulfilled by the Guard.

**RECOMMENDATION:**

**That the City Council adopt Resolution No. 31-10 at the December 6, 2010 Council meeting supporting the National Guard and Reserve.**

EAE:msr

**RESOLUTION 31-10**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GULF BREEZE, FLORIDA ENDORSING EMPLOYER  
SUPPORT FOR THE NATIONAL GUARD AND RESERVE, IN FURTHERANCE  
OF OUR CONTRY'S SERVICE MEMBERS AND THEIR FAMILIES DURING  
TIME OF NEED; FURTHER INSTRUCTING THE CITY CLERK TO  
TRANSMIT SAME TO THE CHAIRMAN OF THE NATIONAL COMMITTEE  
FOR EMPLOYEE SUPPORT OF THE GUARD AND RESERVE.**

**WHEREAS**, the City of Gulf Breeze as an employer who proffers unconditional support for the Guard and Reserve recognizes that the National Guard and Reserve are essential to the strength of our nation and the well being of our communities; and,

**WHEREAS**, in the highest of American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession; whereby they are trained to respond to their community and their country during time of need; further acknowledging that said individuals deserve the support of ever segment of our society; and,

**WHEREAS**, if these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security;

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

**SECTION 1.** That the City Council does hereby join other employees in pledging that it fully recognized, honors and enforces the Uniformed Services Employment and Reemployment Right Act (USERRA).

**SECTION 2.** That our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.

**SECTION 3.** That we will continually recognize and support our country's service members and their families in peace, in crisis, and in war.

**SECTION 4.** That this resolution is effective immediately upon the date of its passage and adoption herein.

Officially adopted by City Council to take effect \_\_\_\_\_, 2010.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
GULF BREEZE, SANTA ROSA COUNTY, FLORIDA** on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

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

ATTEST

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



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: November 23, 2010

SUBJECT: **Volunteer Firefighter Tuition Assistance Program**

As you are aware, the City Council approved a tuition assistance program (TAP) for the volunteer firefighters in April of this year. The main purpose of the TAP is for the retention and recruitment of volunteers. The program will reimburse a qualified volunteer firefighter 8 hours of tuition per semester. Please see the attached paperwork for full details.

When the program was approved on April 5, 2010, it was suggested that surplus funds from GBFS would be used to establish the program; however, no formal amount was specified. Since that time, two individuals have requested to enter the program. In light of their request, we need to designate funds for the program. Staff suggests that \$10,000 of surplus GBFS funds be used to establish the program.

**RECOMMENDATION: THAT CITY COUNCIL AUTHORIZE THE USE OF \$10,000 FROM SURPLUS GBFS FUNDS TO ESTABLISH THE VOLUNTEER FIREFIGHTER TAP.**

CSC

## **TUITION ASSISTANCE PROGRAM**

### **PURPOSE**

The City of Gulf Breeze has designed the Tuition Assistance Program (TAP) for the purpose of recruiting and retaining members of Gulf Breeze Fire-Rescue (GBFR). The City of Gulf Breeze is committed to supporting GBFR members in their career development by providing tuition assistance. This policy provides for a systematic approach to requesting course approval and tuition assistance for all educational endeavors. All Tuition Assistance is based on funding from the City of Gulf Breeze and is dependent on the availability of annual funding, which may or may not be available.

### **RESPONSIBILITY**

All GBFR Personnel in accordance with the Tuition Assistance Agreement, (TAA) are entitled to tuition assistance up to eight credit hours a semester for successful completion of courses. This program is for tuition only. All other expenses will not be covered by the program (books, lab fees etc...). This guideline defines the procedure for obtaining course approval and tuition assistance.

### **PROCEDURE/GUIDELINE**

Prior to enrolling in any class, all GBFR members who meet all requirements (listed below) must complete and submit the Course Attendance Approval form to the Fire Chief. The Fire Chief shall forward the request to the Fire Board for consideration and approval at their next regular scheduled meeting.

### **REQUIREMENTS**

- Two consecutive years of service with GBFR (including time served as an Explorer)
- Hold a valid State of Florida Firefighter I Certification, Firefighter II Certification, EMT Certification or Paramedic Certification
- Must be approved by the Fire Board to enter the TAP
- Must have declared a major
- Must meet all requirements set forth in the Stipend Policy while attending the approved courses

### **TUITION REIMBURSEMENT**

Upon completion of the course or training, proof of satisfactory completion (certificate, diploma, transcript or etc.) and/or a passing final grade must be submitted to

the Fire Chief within 30 days of course completion. If proof of successful completion is not received, an administrative notice will be issued requesting this information. In the event that proof of successful completion is not received within 14 days after the administrative notice is issued, the Fire Chief will notify the Fire Board and no reimbursement shall be paid. Any member whose request exceeds the allotted amount of eight credit hours in a semester will be responsible for any amount over the eight credit hours.

#### **ADDITIONAL GUIDELINES AND CONSIDERATIONS**

- The TAP is a recruitment and retention tool and therefore the institutions that the member attends should be local. Online courses, correspondence courses or any courses located outside of Escambia or Santa Rosa Counties shall be considered on an individual basis and may or may not be approved.
- The TAP is based on funding from the City of Gulf Breeze and is dependent on the availability of annual funding, which may or may not be available in any given year.
- Based on the level of participation, the amount of reimbursement may be changed to match available funding. Any change in the amount of reimbursement will be established when the member submits the Course Attendance Approval form. Once formally approved by the Fire Board, no changes in the level of reimbursement will be made.
- The TAP is not limited to any particular field or program of study.
- The TAP program is targeted to undergraduate courses. Graduate courses may be considered; however, depending on costs, the level of reimbursement may be subject to limitation. The terms, conditions, requirements and reimbursement will be negotiated on a case by case basis and occur when the member submits the Course Attendance Approval form.



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Architectural Support - Shoreline Park North - Football Concession & Restrooms

DATE: November 22, 2010

Earlier this year, Council selected Bay Design to design and supervise the construction of the new restrooms at the west end of Shoreline Park North and the new concession/rest room facility for the Softball Complex. The bids we received, and are presenting to Council, are well within our specified project budget of \$650,000 for these two buildings.

We are now ready to move forward with the construction of the Football Concession & Restroom facilities. Our FEMA funded budget for this project is \$550,000.

Based on Bay Design's success in getting these first two projects designed and bid within our budget requirements, together with our desire to have a consistent architectural theme throughout all three (3) projects, we are asking Council's permission to engage Bay Design for the design and construction supervision of the Football Concession & Restrooms.

Bay Design has proposed to provide the construction plans, develop bid specifications and provide construction administration for the Football Concession & Restrooms project for \$22,919.00. State and federal laws allow Cities to secure architectural services, as I have proposed, without competitive bids, for sums less than \$25,000.00.

## **Recommendation**

**That Council authorize Bay Design Associates Architects to provide the construction plans, develop bid specifications and provide construction administration for the Football Concession & Restrooms project for the total sum of \$22,919.00.**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

November 23, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: CONSULTING ASSISTANCE, REPLACEMENT OF PENSACOLA BAY BRIDGE

The City Council approved retaining Billy Hattaway, Vanasse Hangen Brustlin, Inc. (VHB), to assist the City with the Planning, Development and Environmental (PD and E) study that will soon be underway on the replacement of the Pensacola Bay Bridge. The Council approved payment of fees and expenses in an amount not to exceed \$10,000.

We have also been working with Morris Clark, a retired engineer with expertise in transportation planning, on local matters. Mr. Clark, our staff, Mr. Hattaway and the Mayor have been working to develop an understanding of the PD and E process for several weeks as we continue to monitor FDOT's progress. We are preparing a submittal to FDOT that will represent the City's initial concerns with the study. Attached is a proposal for consulting services between the City and Mr. Clark. We should add a not to exceed figure to this agreement as well. We will keep the City Council informed on our progress.

## **RECOMMENDATION:**

**That the City Council approve a consulting agreement with Morris Clark, P.E., of Pensacola, Florida for an amount not to exceed \$10,000 for professional assistance relative to transportation planning projects and the replacement of the Pensacola Bay Bridge.**

EAE:msr

Morris M. Clark, P.E.  
609 Timber Ridge Road  
Pensacola, FL 32534

November 17, 2010

Mr. Edwin A. Eddy, City Manager  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

Re: Transportation Related Consulting Services

Dear Mr. Eddy:

This is my proposal for providing the consulting services you have requested, based on our discussion at yesterday's meeting. My services shall be provided on an as needed basis following your directions on how you want me to proceed on each work assignment.

The services to be provided shall include assisting the City with understanding and monitoring the process involved in replacing the Pensacola Bay Bridge. The steps in the replacement process include a PD&E Study, funding, final design, and construction. Also, services may include assisting with preparation for meetings of the Florida-Alabama Transportation Planning Organization (TPO) and the Northwest Florida Regional Transportation Planning Organization (RTPO).

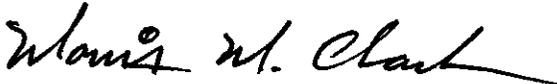
Work assignments may include but are not limited to interpretation of technical requirements, planning process, and engineering documents pertaining to the Pensacola Bay Bridge and providing advice on how to deal with impacts this project will have on the City. Also, assignments may include reviewing the agenda packages for the TPO and RTPO before meetings, helping to identify and assess agenda items that will impact the City, and helping with the formulation of questions and responses. Also, in addition to meeting with representatives of the City, there may be a need in carrying out an assignment to meet with other parties such as the Florida Department of Transportation, Pensacola Bay Bridge Replacement PD&E Study consultants, the Santa Rosa County Transportation Planner, and TPO staff members at the West Florida Regional Planning Council.

The hourly fee for my services is \$110, which I would like to invoice on a monthly basis. I propose that my services be provided on an hourly labor basis, since the amount of services needed in the foreseeable future can not be quantified at this time.

Also, at the hourly rate stated above, I would need to be reimbursed for direct expenses. The only direct expenses that I foresee are travel, most likely by automobile, needed for attending meetings and the purchase of transportation planning documents when required. The mileage can be reimbursed at the City's standard mileage rate or at the Internal Revenue Service's current standard mileage rate of 50 cents per mile for each mile driven for the purpose of conducting the City's business.

I am looking forward to assisting the City with these services and will do my best to satisfy your needs. If this proposal is acceptable, please acknowledge by signing the attached copy of this letter and return it to me.

Sincerely,

  
Morris M. Clark

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

PHONE: 850-968-5498

EMAIL: [morrisclark@cox.net](mailto:morrisclark@cox.net)

CELL PHONE: 850-281-1857



# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

November 23, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: INSTALLATION OF BACKFLOW PREVENTERS AT THE VILLAS

The City agreed to install devices to prevent, to the extent practical, any future backflow of wastewater at the Villas as part of an agreement to settle a lawsuit with the Villas. We estimated the cost of this project to be \$20,000. As part of the agreement, the Villas agreed to pay \$3,000 toward the construction.

Upon securing quotes to do the job, we found that several factors dramatically increased the cost of the job. First, the wastewater pipeline from the Villas into which the backflow devices will be installed is an 8" pipeline rather than 6" as we believed. The larger line requires larger devices and more excavation. Second, more extensive excavation requires protection from collapse of the hole. Finally, a larger hole, and installation of a box to prevent caving will require soil from the excavation to be hauled away, stored and then returned to the site.

The quotes for the work and a recommendation are provided in the attached memo.



# *City of Gulf Breeze*

## MEMORANDUM

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

**FROM:** Thomas E. Lambert, Assistant Director of Public Services

**DATE:** November 16, 2010

**RE:** Villas Sewer Settlement – Construction Portion

Staff has defined the scope, advertised and bid the work for the Villas of Gulf Breeze sewer service improvements in according to our settlement agreement with the Villas. Unfortunately, the original estimate of \$20,000 can not be met. Staff believed that the service was 6" in diameter. We have since discovered that it is in fact 8" in diameter. The size difference causes the backwater valves to be much longer and requires that the pit be 8 feet square instead of 4 feet square. This difference increases the cost of the structure and the hauling of excess soil.

The contractors also expressed additional safety issues with the construction of the 14 feet deep structure and asked to use specialized equipment to complete the process.

The two bids received were from Utility Service Company (\$57,614) and Brown Construction (\$53,509.59). The Villas will reimburse the City \$3,000 towards the total cost.

Once this installation is complete, it will offer 99% reliability in preventing sewer from the City's lift station entering the Villas facility. The ongoing maintenance of the installation will also be the responsibility of the Villas.

**RECOMMENDATION: The City Council award the Villas Sewer Service Improvement to Brown Construction for \$53,509.59.**



Since 1995  
 Certified General &  
 Underground Utility Contractors  
 CGC045510 CUC056748



Jon Kanzigg  
 City of Gulf Breeze

Re: Villas Vault

**Sanitary Sewer**

1	Pre Assemble Backwater Valves	1	LS
2	Secure Work Zone East of Driveway	1	LS
3	Set the 16'x16' Box and Expose Service	1	LS
4	Cut Out Pipe and Set Backwater Valves	1	LS
5	Set Doghouse Vault	1	EA
6	Backfill and add 1' of Gravel / Pipe Supports	1	LS
7	Backfill and Parking Lot Restoration	1	LS

**TOTAL \$ 53,509.59**

Notes:

- 1 Items not specifically noted are excluded.
- 2 Bypass Pumping is excluded.
- 3 Dewatering is excluded.
- 4 Removal & Replacement of Unsuitable Material is excluded.
- 5 Site may be restricted for up to two weeks.
- 6 Relocation of any additional utilities is excluded.
- 7 Scope of FRP Manhole includes repair to cut out area.
- 8 City of GB to provide backwater valves and connection material.
- 9 All work to be performed during normal business hours.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please call.

Sincerely,

Gabe Jackson



**UTILITY SERVICE CO.**

October 15, 2010

Mr. Jon Kanzigg  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Fla. 32561

RE: The Villas

Below is our quote for the fiberglass valve vault for the Villas.

1. Mobilization and MOT	\$ 2,752.00
2. Plug 8" Sewer Line	\$ 432.00
3. Set Valve Box and Check Valves	\$ 47,687.00
4. Asphalt Patch	<u>\$ 6,743.00</u>
<b>TOTAL QUOTE</b>	<b>\$ 57,614.00</b>

November 23, 2010

**VIA REGULAR U.S. MAIL**

Beverly Zimmern, Mayor  
623 Baycliffs Drive  
Gulf Breeze, Florida 32561

Dana Morris  
217 Pinetree Drive  
Gulf Breeze, Florida 32561

Richard C. Fulford  
402 Bear Drive  
Gulf Breeze, Florida 32561

J.B. Schluter  
338 Deer Point Drive  
Gulf Breeze, Florida 32561

Joseph Henderson  
801 Poinciana Drive  
Gulf Breeze, Florida 32561

RE: City of Gulf Breeze - Legal Services  
Our File No.: G1001-007

Dear Mayor Zimmern and Members of the City Council:

For over twenty years it has been my pleasure to serve as legal counsel for the City of Gulf Breeze. I have enjoyed the opportunity work with many wonderful people associated with the City. I look forward to continuing our relationship for many years to come.

It has been my practice approximately every two years to reevaluate my firm's internal costs and billing rates to determine if it would be appropriate to adjust the hourly rates that I charge the City. The last rate increase I sought was in September 2007 and that rate (\$170.00 an hour) went into effect on November 1, 2007.

Last year I intended to request a \$10.00 per hour adjustment to my billing rate. The resulting rate would have equated to a 2.9% annual adjustment. However, in light of the difficult financial circumstances confronted by the City at the time, I decided to defer seeking a rate adjustment for another year.

Mayor Zimmern and Members of the City Council  
November 23, 2010  
Page 2

It has now been over three years since my late rate adjustment. During that time my operating costs have modestly increased. Accordingly, I respectfully request a \$10.00 per hour adjustment, which results in a 1.9% annual increase.

My standard billing rates for non-governmental entities are typically \$270.00 per hour. For governmental entities for whom I do not serve as general counsel, my current billing rate is typically between \$240.00 and \$260.00 per hour. I trust that you will find that my requested 1.9% annual increase to \$180.00 per hour is fair and reasonable. I believe that the rate I charge the City of Gulf Breeze compares favorably to those being paid by other local governmental entities.

I respectfully ask that you consider this matter at your next set of meetings. In the meantime, I would ask that each of you please call me if you have any questions.

Sincerely,



Matt E. Dannheisser  
For the Firm

MED:sdl

cc: Edwin A. Eddy, City Manager

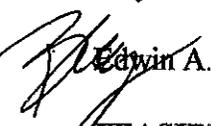


# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

November 23, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy City Manager

SUBJ: **FEASIBILITY STUDY OF A RECEPTION, BANQUET AND MEETING FACILITY**

During the public input sessions relative to the renovation of and the addition to the Rec Center, the idea of a space for formal meetings, banquets and receptions was raised. Provision of this space in a room that is regularly programmed for exercise uses may not be the optimum plan. It may make more sense to separate the uses so that a banquet or reception can be held in a venue away from the Rec Center.

The next step in the evaluation process of the need for a formal meeting or reception space would be a feasibility study. We have discussed these concepts with City resident and local architect David Alsop of Sam Marshall Architects. Mr. Alsop has served the City on several boards over the years. He met with staff on this subject and has provided some degree of feedback.

A feasibility study will formalize the evaluation. We should:

- Confirm that such a facility is needed
- Select a site or sites for such a facility
- Develop a draft floor plan and estimated size
- Prepare estimates of costs for construction and operation
- Seek public input on the plan

Mr. Alsop has offered to conduct such a study for a price not to exceed \$8,000.

## **RECOMMENDATION:**

**That the City Council authorize David Alsop of Sam Marshall Architects to conduct a feasibility study of a formal meeting and reception building for a price not to exceed \$8,000.**



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Shoreline Park Rest Room and Softball Concession - Bid Results

DATE: November 19, 2010

Sealed bids were opened Thursday, November 18, 2010 at 2:00 p.m. for the construction of a rest room facility at the west end of Shoreline Park North and a concession and rest room facility to serve the softball complex. This project is funded as a FEMA Alternate Project with an approved budget of \$1.2 million dollars, of which \$650,000 was designated for these two (2) buildings.

Bids were received from ten (10) contractors. The three (3) lowest bids are:

1. Hewes and Company - \$614,800
2. Vision Construction - \$621,500
3. R. D. Ward Construction - \$640,900

The remaining seven (7) bids reached a high of \$738,000. All bidders presented an appropriate bid bond. Hewes and Company presented an acceptable list of sub-contractors. With Council's approval, construction is expected to begin by mid-December with substantial completion of the softball concession by June 1<sup>st</sup> and the west end rest rooms by August 1<sup>st</sup>.

## **Recommendation**

**That Council authorize the award of a contract to Hewes and Company, LLC, of Milton, FL, in the amount of \$614,800.00, for the construction of a rest room facility at the west end of Shoreline Park North and a concession and rest room facility to serve the softball complex.**

BID TABULATION									
11/18/2010									
Restroom/Concession Facilities									
Shoreline Park									
Contractor	Bid Bond	Addenda Rec'd	Restroom Facility No. 1	Restrm/Concess Facility No. 2	Total Buildings No. 1 and No. 2	Alternate No. 1	Total with Alternate No. 1		
Biggs-Green			\$ -		\$ -		\$ -		
Birkshire Johnstone	x	3	\$ 118,000.00	\$ 568,000.00	\$ 686,000.00	\$ 3,200.00	\$ 682,800.00		
Cajun Construction					\$ -		\$ -		
Coastal Specialties					\$ -		\$ -		
Dorsey Construction					\$ -		\$ -		
Green-Simmons	x	3	\$ 128,000.00	\$ 610,000.00	\$ 738,000.00	\$ 7,000.00	\$ 731,000.00		
Hall, Larry	x	3	\$ 103,000.00	\$ 570,000.00	\$ 673,000.00	\$ 6,000.00	\$ 667,000.00		
Hewes and Company	x	3	\$ 105,800.00	\$ 509,000.00	\$ 614,800.00	\$ 3,680.00	\$ 611,120.00		
Irby Engineering					\$ -		\$ -		
Miller, J					\$ -		\$ -		
Neal, David					\$ -		\$ -		
New, A.E., Jr.	x	3	\$ 120,000.00	\$ 572,000.00	\$ 692,000.00	\$ 6,000.00	\$ 686,000.00		
Smith, Keith					\$ -		\$ -		
Southeastern Construction	x	3	\$ 115,900.00	\$ 526,500.00	\$ 642,400.00	\$ 3,400.00	\$ 639,000.00		
Terhaar & Cronley	x	3	\$ 141,100.00	\$ 582,900.00	\$ 724,000.00	\$ 1,600.00	\$ 722,400.00		
Trammell Construction	x	3	\$ 124,124.00	\$ 559,559.00	\$ 683,683.00	\$ 5,990.00	\$ 677,693.00		
Vision Construction	x	3	\$ 150,000.00	\$ 471,500.00	\$ 621,500.00	\$ 6,305.00	\$ 615,195.00		
Ward, R.D. Construction	x	3	\$ 125,000.00	\$ 515,900.00	\$ 640,900.00	\$ 6,300.00	\$ 634,600.00		

November 12, 2010

Chief of Police  
Gulf Breeze Police Department  
311 Fairpointe Dr.  
Gulf Breeze, FL 32561-4200

Dear Sir,

I want to let you know that your Officer Travis White is a very professional representative of your department. This morning around 3:30 am, Officer White made traffic stop of my granddaughter Abigail Marshall. She was exceeding the speed limit. She called me to explain the situation and I was able to speak directly to Officer White. I was immediately put at ease with his courteous and respectful demeanor. My instant impression of him was that of a professional law enforcement officer who had effectively and properly done his duties. My granddaughter confirmed my impressions when I was able to discuss the incident with her. Officer White made a positive impression on her and his handling of the event hopefully was an educational experience.

Sincerely,



Rex Marshall  
1783 Ravenna Dr.  
Navarre, FL 32566  
396-5705

*Travis,  
This letter shows that  
you 'get it' and can do  
the job effectively!  
Very good work!  
Chief*

*cc: city manager  
personnel folder*



2997-FSY 7 9

FLORIDA UNIFORM TRAFFIC CITATION

COUNTY OF Santa Rosa Co. Fla (1) F.H.P. (2) P.O. (3) S.O. (4) OTHER

CITY (IF APPLICABLE) Gulf Breeze AGENCY GB PD

IN THE COURT DESIGNATED BELOW THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE THAT ON

DAY-OF-WEEK Fri MONTH 11 DAY 12 YEAR 2010 TIME 2:51  A.M.  P.M.

NAME (PRINT) FIRST Abigail MIDDLE Lee LAST Marshall

STREET 7743 Ravenna Dr IF DIFFERENT THAN ONE ON DRIVER LICENSE "X" HERE

CITY Navarre STATE Fla ZIP CODE 32566

TELEPHONE NUMBER 513-509-5011 DATE OF BIRTH 07 25 1990 RACE W SEX F HGT 5'08"

DRIVER LICENSE NUMBER M624082907650 STATE FL CLASS E CDL LICENSE NO YR. LICENSE EXP. 7/18 IF COMMERCIAL HTR. VEH. "X" HERE

YR. VEHICLE 2004 MAKE LEXUS MODEL SUV COLOR BLK IF PLACARDED HAZARDOUS MATERIAL "X" HERE

VEHICLE LICENSE NO. 32454 TRAILER TAG NO. --- STATE FL YEAR TAG EXPIRES 2011 IF COMPANION CITATION(S) "X" HERE

UPON A PUBLIC STREET OR HIGHWAY, OR OTHER LOCATION, NAMELY 1200 BLK GB PKWY E/B

FT. \_\_\_\_\_ MILES \_\_\_\_\_ N S E W OF NODE \_\_\_\_\_

DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE. CHECK ONLY ONE OFFENSE EACH CITATION.

- UNLAWFUL SPEED 60 MPH SPEED APPLICABLE 45 MPH
  - INTERSTATE  4-LANE HWY WITH 20 FT. MEDIAN OUTSIDE BUS. OR RES. DIST.
- CARELESS DRIVING  SAFETY BELT VIOLATION  EXPIRED DRIVER LICENSE
- VIOLATION OF TRAFFIC CONTROL DEVICE  IMPROPER OR UNSAFE EQUIPMENT  FOUR (4) MONTHS OR LESS
- VIOLATION OF RIGHT-OF-WAY  EXPIRED TAG  MORE THAN FOUR (4) MONTHS
- IMPROPER CHANGE OF LANE OR COURSE  SIX (6) MONTHS OR LESS  NO VALID DRIVER LICENSE
- IMPROPER PASSING  MORE THAN SIX (6) MONTHS  DRIVING WHILE LICENSE SUSPENDED OR REVOKED
- CHILD RESTRAINT  NO PROOF OF INSURANCE  FAILURE TO STOP AT A TRAFFIC SIGNAL
- DRIVING UNDER THE INFLUENCE OF ALCOHOLIC BEVERAGES, CHEMICAL OR CONTROLLED SUBSTANCES, DRIVING/ACTUAL PHYSICAL CONTROL WHILE IMPAIRED, OR DRIVING/ACTUAL PHYSICAL CONTROL WITH UNLAWFUL BREATHBLOOD/URINE ALCOHOL LEVEL. BAL \_\_\_\_\_

OTHER VIOLATIONS OR COMMENTS PERTAINING TO OFFENSE:

Exceed @ 60 mph car 0 12

AGGRESSIVE DRIVING IN VIOLATION OF STATE STATUTE 316.187 SECTION \_\_\_\_\_ SUB-SECTION \_\_\_\_\_

CRASH  YES  NO PROPERTY DAMAGE  YES  NO HURRY TO ANOTHER  YES  NO SERIOUS BODILY INJURY TO ANOTHER  YES  NO FATAL  YES  NO

CRIMINAL VIOLATION. COURT APPEARANCE REQUIRED, AS INDICATED BELOW.

INFRACTION. COURT APPEARANCE REQUIRED, AS INDICATED BELOW.

INFRACTION WHICH DOES NOT REQUIRE APPEARANCE IN COURT.

2997-FSY 9

COURT INFORMATION DATE \_\_\_\_\_ TIME \_\_\_\_\_

Payable within 30 days

COURT \_\_\_\_\_ LOCATION \_\_\_\_\_

ARREST DELIVERED TO \_\_\_\_\_ DATE \_\_\_\_\_

I AGREE AND PROMISE TO COMPLY AND ANSWER TO THE CHARGES AND INSTRUCTIONS SPECIFIED IN THIS CITATION. WILLFUL REFUSAL TO ACCEPT AND SIGN THIS CITATION MAY RESULT IN ARREST. UNDERSTAND BY SIGNATURE IS NOT AN ADMISSION OF GUILT OR WAIVER OF RIGHTS. IF YOU NEED REASONABLE FACILITY ACCOMMODATIONS TO COMPLY WITH THIS CITATION, CONTACT THE CLERK OF THE COURT.

SIGNATURE OF VIOLATOR Abigail Lee Marshall

RANK/SIGNATURE OF OFFICER Patrol BADGE NO. \_\_\_\_\_ ID. NO. \_\_\_\_\_ TROOP UNIT \_\_\_\_\_