

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

**FEBRUARY 21, 2012**  
**TUESDAY, 6:30 P.M.**  
**COUNCIL CHAMBERS**

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of February 6, 2012 (Regular Meeting)
4. Resolution No. 05-12: Santa Rosa Island Authority to be Included in the Conflict Resolution Meeting

Proclamation: Proclaiming March 26, 2012 as National Epilepsy Awareness Day

5. **CONSENT AGENDA ITEMS:**\*

- A. Discussion and Action Regarding Replacement Pumps for Berkeley Forest Lift Station
- B. Discussion and Action Regarding Codification of CRA Design Guidelines
- C. Discussion and Action Regarding Request by Sertoma to Serve Beer at the Annual Fishing Rodeo, Shoreline Park South, June 23 and 24, 2012 and Gulf Breeze Rotary Club to Serve Beer at the Gumbo cook-off on March 31, 2012
- D. Discussion and Action Regarding Line of Credit, Bankers Branch and Trust (BB&T)
- E. Discussion and Action Regarding Amendment of Municipal Code - Prohibited Signs
- F. Discussion and Action Regarding Conflict Resolution Meeting
- G. Discussion and Action Regarding Wastewater Treatment Facility South Basin Rehabilitation Change Order

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

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Public Relations and Marketing Sculpture/Outdoor Art Program
  
- 6. New Business
  
- 7. Open Forum
  
- 8. Adjournment

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

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

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

The 1,193<sup>rd</sup> regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida was held at the Gulf Breeze City Hall on Monday, February 6, 2012, at 6:30 p.m.

Upon call of the roll the following Councilmen were present: Dana Morris, J. B. Schluter, David G. Landfair, Joseph Henderson and Mayor Zimmern.

**APPROVAL OF MINUTES:**

Councilman Landfair moved for approval of the minutes for the regular meeting held on December 20, 2010. Councilman Morris seconded. The vote for approval was 5 - 0.

**RESOLUTION NO. 03-12: CONFIRMING ACCEPTANCE OF ST. FRANCIS DRIVE  
FROM FLORIDA DEPARTMENT OF TRANSPORTATION**

The Resolution was read by title only by the City Clerk. The City Manager described the reasons for the Resolution. This action would allow the City to consider repaving and adding sidewalks.

Councilman Schluter moved for approval of the Resolution. Councilman Landfair seconded. The vote for approval was 5 - 0.

**RESOLUTION NO. 04-12: OPPOSING THE USE OF TOLL FUNDS TO REPLACE  
THE THREE MILE BRIDGE**

The Resolution was read by title only by the City Clerk. The City Manager explained how individuals could contact Florida Department of Transportation to voice their opinion of a toll on the Three Mile Bridge.

Councilman Schluter moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was 5 - 0.

**CONSENT AGENDA ITEMS:**

**RECOMMENDATION:**

**That the City Council approve the following Consent Agenda Items:  
A, B, C, D, and E:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT  
REQUEST - GULF BREEZE HIGH SCHOOL QUARTERBACK  
CLUB ANNUAL SPRING CARNIVAL TUESDAY, MARCH 13<sup>TH</sup>  
THROUGH SATURDAY, MARCH 17<sup>TH</sup>**

Reference: Police Chief memo dated January 25, 2012

**RECOMMENDATION:**

**That the City Council approve the special event request for the Gulf Breeze High School Quarterback Club Annual Spring Carnival.**

**B. SUBJECT: DISCUSSION AND ACTION REGARDING RADIO SYSTEM UPGRADE**

Reference: Fire Chief memo dated January 23, 2012

**RECOMMENDATION**

**That the City Council authorize upgrading the radio systems for a cost not to exceed \$38,000 funded from the City's red light camera fund.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF NEW RECORDING SYSTEM**

Reference: Deputy City Clerk memo dated January 26, 2012

**RECOMMENDATION:**

**That the City Council authorize the purchase of a new recording system in the amount of \$1,367.70 from F & M Electric.**

**D. SUBJECT: DISCUSSION AND ACTION REGARDING SURPLUS VEHICLE - 2002 FORD CROWN VIC AND A 2004 FORD CROWN VIC PATROL VEHICLE**

Reference: Assistant City Manager memo dated January 25, 2012

**RECOMMENDATION:**

**That the City Council approve the request to surplus the following two vehicles: 2002 Ford Crown Vic (used by the Police Chief) ; 2004 Ford Crown Vic patrol vehicle, and direct staff to sell by sealed bid auction.**

**E. SUBJECT: DISCUSSION AND ACTION REGARDING MERGER OF AUDITORS, O'SULLIVAN CREEL, WITH WARREN AVERRET**

Reference: Finance Director memo dated January 19, 2012

**RECOMMENDATION:**

**That the City Council authorize the City Manager to provide written consent to O'Sullivan Creel for the continuation of the existing audit engagement terms, conditions and duration with the Warren Averret LLC successor organization.**

Councilman Henderson moved for approval of Consent Agenda Items A, B, C, D and E. Councilman Morris seconded. The vote for approval was 5 - 0.

**ACTION AGENDA ITEMS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF 1/4 TON CREW CAB FOR PARKS AND RECREATION**

Reference: Parks and Recreation Director memo dated January 24, 2012

**RECOMMENDATION:**

**That the City Council declare the 1997 Dodge truck with a utility body that is being used by Parks and Recreation as surplus and direct staff to dispose of it by sealed bids. (Staff will present information regarding purchase of a 12 passenger CNG fueled passenger van to the Council at a future meeting.)**

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

**B. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SUNSET BOULEVARD PAVING**

Reference: Assistant Public Services Director memo dated February 1, 2012

**RECOMMENDATION:**

**That the City Council approve Radford Nix Construction, LLC to complete South Sunset Boulevard Paving Project for the amount of \$446,515 and authorize the Mayor to sign the City's standard construction contract for this project.**

Councilman Landfair moved for approval. Councilman Henderson seconded. The vote for approval was 5 - 0.

**C. SUBJECT: DISCUSSION AND ACTION REGARDING CITY OF GULF BREEZE CODE OF ORDINANCES CODIFICATION**

Reference: Assistant City Manager memo dated January 26, 2012

**RECOMMENDATION:**

**That the City Council direct staff to have Municode codify our records for an amount of \$8,748.00. Council directed staff to look into obtaining an annual contract to codify ordinances yearly.**

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

**NEW BUSINESS: THE VILLAS AT GULF BREEZE - 101 MCABEE COURT - REZONING REQUEST TO CHANGE ZONING FROM R-1 (MULTI-FAMILY) TO C-1 (COMMERCIAL)**

Reference: Community Services Director memo dated January 23, 2012

**RECOMMENDATION:**

**That the City Council conceptually approve Mr. Williams' request to change the zoning of the property at 101 McAbee Court from R-1 to C-1.**

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

**DEADMAN'S ISLAND UPDATE PRESENTED BY HEATHER REED**

Heather Reed, Ecological Consulting Services, Inc., updated Council on the Deadman's Island project and announced she had received a \$5,000 matching grant to create underwater educational kiosks. The kiosks will be made from clear resin acrylic, will be approximately 3' x 3' x 6" deep have historical artifacts enclosed. They can be viewed by using snorkel gear. One kiosk will have a plaque for Mr. Wayne Lee, a contributor to the Deadman's Island project.

**OPEN FORUM:**

Mr. Johnny Briggs, 415 York Street, asked when the CDBG project will be complete. He stated his property has not been put back in the condition it was before the project began. He stated his water hose had been buried, he has one riser not two and his sprinkler system does not work.

The City Manager made arrangements to meet with Mr. Briggs at his home on Tuesday, February 7, 2012, at 1:30 p.m. to view the problems.

**ADJOURNMENT:**

Mayor Zimmern adjourned the meeting at 7:00 p.m.

---

CITY CLERK

---

MAYOR

**RESOLUTION 05-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, REGARDING INCLUSION OF THE BOARD OF DIRECTORS OF THE SANTA ROSA ISLAND AUTHORITY IN AN UPCOMING CONFLICT RESOLUTION MEETING;**

**WHEREAS**, the City of Pensacola has commenced the Conflict Resolution process as prescribed by Florida State Statute regarding a dispute over action by the City of Gulf Breeze to install the necessary infrastructure upon and within rights-of-way, easements and other property controlled by the Santa Rosa Island Authority; and,

**WHEREAS**, the City of Pensacola believes it has the exclusive right to provide natural gas utility services on Santa Rosa Island; and,

**WHEREAS**, the City of Gulf Breeze believes the Santa Rosa Island Authority Board has the power to grant to the City of Gulf Breeze the right to utilize property controlled by the SRIA Board for installation of utility infrastructure; and,

**WHEREAS**, the SRIA Board acted on January 23, 2011, to confer upon the City of Gulf Breeze the ability to install said utility infrastructure; and,

**WHEREAS**, the SRIA Board confirmed said action on November 23, 2011; and,

**WHEREAS**, the Conflict Resolution process commenced by the City of Pensacola did not include or invite the SRIA Board to participate in the process; and,

**WHEREAS**, the City of Gulf Breeze believes the SRIA Board is integral to the Conflict Resolution process;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA** that the SRIA Board should be invited to participate in any and all Conflict Resolution Meetings held pursuant to Florida Statute Chapter 164 as action by the Santa Rosa Island Authority Board was integral in the decision by the City of Gulf Breeze to install utility infrastructure in rights-of-way of Santa Rosa Island.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this \_\_\_\_\_ day of February, 2012.**

ATTEST:

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

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



# *City of Gulf Breeze*

## **PROCLAMATION**

**WHEREAS**, Epilepsy, also known as Seizure Disorder, has afflicted mankind since the dawn of our species and has been recognized since the earliest medical writings; and,

**WHEREAS**, as long ago as 400 BC Hippocrates, the Father of Medicine, repudiated ancient beliefs that Epilepsy was a visitation from the gods and sacred or that it was a curse from the gods that people afflicted with this disorder held prophetic powers. Hippocrates believed that Epilepsy was a brain disorder; and,

**WHEREAS**, a seizure is a sudden, brief attack of altered consciousness, motor activity or sensory phenomena. It is a sign that certain brain cells (neurons) are discharging an excessive amount of electrical impulses; and,

**WHEREAS**, Epilepsy can be caused by injury to the brain, lack of oxygen at birth, brain tumor, infection and brain hemorrhage. In sixty percent of the cases, the cause is unknown; and,

**WHEREAS**, more than two million Americans are afflicted with some type of Epilepsy. Of this number 150,000 are Florida residents; and

**WHEREAS**, with the administration of anticonvulsant drugs, two thirds (66.66%) of those afflicted with Epilepsy are drug controlled; and

**WHEREAS**, lack of education about this disorder has contributed to age old myths, superstitions and prejudices. The stigma associated with this disorder is sometimes worse than the disorder itself; and

**WHEREAS**, people who have Epilepsy make reliable and conscientious workers in job performance, productivity, safety, cooperation and attendance; and

**WHEREAS**, studies carried out in the United States over the past thirty years have indicated that of all disabilities, Epilepsy poses the greatest barrier to employment with unemployment rates estimated to fall between twenty and twenty-five percent; and

**WHEREAS**, Epilepsy should not be a barrier to success. In addition to the normal requirements for success, a person who has Epilepsy needs a supportive environment and employers who are willing to give them an opportunity to become productive citizens.

**NOW, THEREFORE**, I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, in recognition of the ongoing battle against the disease of Epilepsy and the important work of the Epilepsy Society of Northwest Florida, do hereby proclaim March 26, 2012 to be

## NATIONAL EPILEPSY AWARENESS DAY

Throughout the City of Gulf Breeze, Florida and to urge citizens to show their support in the battle against Epilepsy by wearing the color purple.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this \_\_\_\_\_ day of February, **2012**.

---

Marita Rhodes, City Clerk

---

Beverly H. Zimmern, Mayor

Councilmen Present: Dana Morris, Joseph Henderson, David G. Landfair, Mayor Pro Tem  
J. B. Schluter and Mayor Beverly Zimmern

**PRESENTATION OF PROCLAMATION: NATIONAL EPILEPSY AWARENESS DAY**

Council unanimously voted to proclaim March 26, 2012 as National Epilepsy Awareness Day at the regular meeting to be held on Tuesday, February 21, 2012.

**ACTION AGENDA ITEMS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING PUMPS FOR BERKELEY FOREST LIFT STATION**

Reference: Director of Public Services memo dated February 10, 2012

**RECOMMENDATION:**

**That the City Council authorize the South Santa Rosa Utility System to purchase two WILO EMU FA 10.65E hp pumps at a cost of \$8,650 each for a total of \$17,300 from Bruce Environmental.**

---

**B. SUBJECT: DISCUSSION AND ACTION REGARDING CODIFICATION OF CRA DESIGN GUIDELINES**

Reference: Community Services Director memo dated February 9, 2012

**RECOMMENDATION:**

**That the City Council review the draft language and direct staff to prepare an ordinance incorporating the CRA design guidelines into Chapter 26 of the City's Land Development Code.**

---

**C. SUBJECT: DISCUSSION AND ACTION REGARDING REQUEST BY SERTOMA TO SERVE ALCOHOLIC BEVERAGES AT THE FISHING RODEO, SHORELINE PARK SOUTH, JUNE 23-24, 2012 AND THE ROTARY CLUB TO SERVE ALCOHOLIC BEVERAGE AT THE GUMBO COOK-OFF, SHORELINE PARK SOUTH, MARCH 31, 2012**

Reference: Community Services Director memo dated February 10, 2012  
and Verbal Request by City Manager

**RECOMMENDATION**

**That the City Council approve the Gulf Breeze Sertoma Club's request to serve beer at their annual fishing rodeo which will be held June 23 and 24, 2012 at Shoreline Park South and the Rotary Club to serve beer at their annual Gumbo Cook-off to be held at Shoreline Park South, Saturday, March 31, 2012.**

---

**D. SUBJECT: DISCUSSION AND ACTION REGARDING LINE OF CREDIT, BANKERS BRANCH AND TRUST (BB&T)**

Reference: City Manager memo dated February 10, 2012

**RECOMMENDATION:**

**That the City Council approve the establishment of a standby line of credit with BB&T and authorize the Mayor to execute the necessary documents. The Council was also asked to ratify execution of documents by Mayor Zimmern with O'Sullivan Creel for a similar standby line of credit.**

---

**E. SUBJECT: DISCUSSION AND ACTION REGARDING AMENDMENT OF MUNICIPAL CODE - PROHIBITED SIGNS**

Reference: City Manager memo dated February 10, 2012

**RECOMMENDATION:**

**That the City Council direct staff and the City Attorney to develop an Ordinance which would add a prohibition of signs in the right-of-way, public property and parks to the general section of the City's Code of Ordinances.**

---

**F. SUBJECT: DISCUSSION AND ACTION REGARDING CONFLICT RESOLUTION MEETING**

Reference: City Manager memo dated February 10, 2012

**RECOMMENDATION:**

**That the City Council (1) agree to attend a conflict resolution meeting on Tuesday, February 28, 2012 at 5:30 p.m. at Pensacola City Hall and (2) adopt a resolution inviting the Board of the Santa Rosa Island Authority to participate in the process**

---

**NEW BUSINESS: DISCUSSION AND ACTION REGARDING WASTEWATER TREATMENT FACILITY SOUTH BASIN REHABILITATION CHANGE ORDER**

Reference: Assistant Public Services Director memo dated February 16, 2012

**RECOMMENDATION:**

**That the City Council approve the South Santa Rosa Utility Board recommendation to approve the WWTF South Basin Rehabilitation change order in the amount of \$36,800.**

---

**NEW BUSINESS: DISCUSSION AND ACTION REGARDING PUBLIC RELATIONS AND MARKETING SCULPTURE/OUTDOOR ART PROGRAM**

Reference: City Manager memo dated February 15, 2012

**RECOMMENDATION:**

**That the City Council approve the use of Ideaworks of Pensacola, Florida for a marketing/public relations program, (at a cost not to exceed \$10,000) associated with the installation of permanent outdoor art in the City.**

<b>Investment Advisor ("IA") Information (This portion to be completed by IA.)</b>		
IA Firm Name (Please print.)	O'Sullivan Creel Wealth Advisors, LLP	
IA Master Account Number	0841-0843	Service Team <b>Managed Accounts</b>
Advisor Contact Information (if follow-up is required) <b>Jennifer Brochu 850-470-5546</b>		

- Use this form to add option, margin and short account trading to your account.
- Complete a separate application for each account you would like to add option and/or margin features.
- Be sure to read the Margin Disclosure Statement and the Option Trading Rules before completing this application.
- If you are choosing a designated Investment Advisor with trading authority, his or her firm must be approved for option trading.

ALL INFORMATION BELOW MUST BE FILLED OUT COMPLETELY TO VALIDATE THE APPLICATION. Due to the risk inherent in option trading, the industry regulations require us to ask the questions in Sections 1, 2, 3 and 4. This information will be used to assess your eligibility under exchange rules to trade options and will be treated confidentially. Additional financial information may be requested.

**1. Account Information**

Schwab Account Number	Ed		Gray, III
Account Holder First Name	Middle	Last	
Marital status:	<input type="radio"/> Single <input type="radio"/> Married <input type="radio"/> Divorced	Number of Dependents: _____	Occupation: <b>Executive Director</b>
Additional Account Holder (if applicable) First Name	A.	Eddy	
Additional Account Holder (if applicable) First Name	Middle	Last	
Marital status:	<input type="radio"/> Single <input type="radio"/> Married <input type="radio"/> Divorced	Number of Dependents: _____	Occupation: <b>City Manager</b>

**2. Choose a Feature (Select only one.)**

The requested feature, if approved, will apply to your Account and be available not only to each Account Holder, but also to each Power of Attorney, Agent or Trustee authorized on the Account. **Note:** If not already approved for option trading, the Power of Attorney, Agent or Trustee must complete a separate Option, Margin and Short Account Trading Application.

For IRA, QRP/Keogh, CRA, Individual 401(k), Guardianship, Conservatorship, Charity Non-Profit and Custodial accounts, "Add option feature (does not include margin)" is the only eligible feature.

**Select one:**

- Add option feature (includes margin): Complete Sections 3, 4 and 8 (if applicable) and sign in Section 9.\*
- Add option feature (does not include margin): Complete Sections 3, 4 and 8 (if applicable) and sign in Section 9.†
- Add margin feature only: Complete Section 8 (if applicable) and sign in Section 9.

\*Required for Level 2 and 3 investment strategies.

† If your account has an existing margin feature, choosing "Add option feature (does not include margin)" will not remove the margin feature from your account. To remove the margin feature from your account, please submit your request in writing to your Schwab Institutional® Service Team.

**3. Account Holder Information**

**Check if you are the:**

- Account Holder (Complete all information.)
- Power of Attorney (Complete Section 3B only.)
- Trustee
- Investment Advisor\* (Complete Section 3B only.)

**A. Financial Information**

Please provide financial information below. For entities such as a corporation or trust, please provide financial information for that entity.

\$ _____	\$ _____	\$ _____
Approximate Annual Income	Liquid Net Worth (Cash, stocks, etc.)	Approximate Net Worth (Exclude residence.)

† For IA master accounts only.

<b>For Charles Schwab Use Only</b>
Account Number _____



**Investment Advisor ("IA") Information (This portion to be completed by IA.)**

IA Firm Name (Please print.) O'Sullivan Creel Wealth Advisors, LLP

IA Master Account Number 0841-0843 Service Team Managed Accounts

Advisor Contact Information (If follow-up is required) Jennifer Brochu 850-470-5546

- Use this form to add option, margin and short account trading to your account.
- Complete a separate application for each account you would like to add option and/or margin features.
- Be sure to read the Margin Disclosure Statement and the Option Trading Rules before completing this application.
- If you are choosing a designated Investment Advisor with trading authority, his or her firm must be approved for option trading.

ALL INFORMATION BELOW MUST BE FILLED OUT COMPLETELY TO VALIDATE THE APPLICATION. Due to the risk inherent in option trading, the industry regulations require us to ask the questions in Sections 1, 2, 3 and 4. This information will be used to assess your eligibility under exchange rules to trade options and will be treated confidentially. Additional financial information may be requested.

**1. Account Information**

Schwab Account Number

~~Robert~~ Beverly ~~H.~~ H. ~~Cleveland~~ Zimmern

Account Holder First Name Middle Last

Marital status:  Single  Married  Divorced Number of Dependents: \_\_\_\_\_ Occupation: Senior VP

Additional Account Holder (if applicable) First Name Middle Last

Marital status:  Single  Married  Divorced Number of Dependents: \_\_\_\_\_ Occupation: \_\_\_\_\_

**2. Choose a Feature (Select only one.)**

The requested feature, if approved, will apply to your Account and be available not only to each Account Holder, but also to each Power of Attorney, Agent or Trustee authorized on the Account. **Note:** If not already approved for option trading, the Power of Attorney, Agent or Trustee must complete a separate Option, Margin and Short Account Trading Application.

For IRA, QRP/Keogh, CRA, Individual 401(k), Guardianship, Conservatorship, Charity Non-Profit and Custodial accounts, "Add option feature (does not include margin)" is the only eligible feature.

Select one:

- Add option feature (Includes margin): Complete Sections 3, 4 and 8 (if applicable) and sign in Section 9.\*
- Add option feature (does not include margin): Complete Sections 3, 4 and 8 (if applicable) and sign in Section 9.†
- Add margin feature only: Complete Section 8 (if applicable) and sign in Section 9.

\*Required for Level 2 and 3 Investment strategies.

† If your account has an existing margin feature, choosing "Add option feature (does not include margin)" will not remove the margin feature from your account. To remove the margin feature from your account, please submit your request in writing to your Schwab Institutional® Service Team.

**3. Account Holder Information**

Check if you are the:

- Account Holder (Complete all information.)
- Power of Attorney (Complete Section 3B only.)
- Trustee
- Investment Advisor† (Complete Section 3B only.)

**A. Financial Information**

Please provide financial information below. For entities such as a corporation or trust, please provide financial information for that entity.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate Annual Income Liquid Net Worth (Cash, stocks, etc.) Approximate Net Worth (Exclude residence.)

† For IA master accounts only.

For Charles Schwab Use Only

Account Number



**3. Account Holder Information (Continued)**

**B. Investment Experience**

	Number of Years	Number of Trades per Year	Size of Transactions (\$1,000, \$5,000, \$10,000, etc.)	Knowledge Level (Limited, Good, Extensive)
Stocks	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None
Options	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None

All requested information in the table above must be filled out to validate your application. If you have no investment experience in that particular security, check "None."

**Additional Account Holder Information (if applicable)**

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

**A. Financial Information**

Please provide financial information below. For entities such as a corporation or trust, please provide financial information for that entity.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Approximate Annual Income      Liquid Net Worth (Cash, stocks, etc.)      Approximate Net Worth (Exclude residence.)

**B. Investment Experience**

	Number of Years	Number of Trades per Year	Size of Transactions (\$1,000, \$5,000, \$10,000, etc.)	Knowledge Level (Limited, Good, Extensive)
Stocks	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None
Options	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None	_____ <input type="radio"/> None

All requested information in the table above (if applicable) must be filled out to validate your application. If you have no investment experience in that particular security, check "None."

**4. Strategies and Objectives**

Select the investment strategies that apply to you. If you do not qualify for the strategy level you request, you may be approved for the highest level appropriate for your experience, knowledge and financial situation.

**Strategy**

- Covered Calls (Level 0)\*†
- Cash Secured Equity Puts (Level 1)†
- Purchase Options (Level 1)†
- Create Spreads (Level 2)\*
- Write Uncovered Options (Level 3)\*

**Objective**

- Capital Preservation, Income, Investment Hedge
- Capital Preservation, Income, Investment Hedge
- Growth, Speculation
- Speculation
- Speculation, Income

\*Covered calls are the only strategies permitted in QRP/Keogh, Individual 401(k), CRA, PCRA, Custodial, Guardianship, Conservatorship and Non-Incorporated Association accounts.

† Covered calls, buy-writes, cash-secured equity puts and purchasing options are the only strategies permitted in IRAs and ESAs.

\* Margin feature required.

**5. Acceptance of Margin Application Agreement**

If you have selected either the "Add margin feature only" or "Add option feature (includes margin)" in Section 2 of this Application, you are applying for authorization to borrow money from Schwab using your assets as collateral.

By signing this Application, you acknowledge that you have received and read a copy of the Margin Application Agreement (enclosed) and the Margin Disclosure Statement (enclosed). The Margin Application Agreement contains two important sections:

- Section 1: The Disclosure of Credit Terms and Policies; and
- Section 2: Margin and Short Account Agreement.

**Please read the entire Margin Application Agreement.**

By requesting a margin account and signing this Application, you are also agreeing to be bound by the Margin and Short Account Agreement as currently in effect and as

amended from time to time.

Please note that if you have a Power of Attorney (POA) on your Account, your POA will have access to your margin account. Additionally, if you hold a Schwab One® brokerage account that is linked to a Schwab Bank High Yield Investor Checking® Account, you should be aware that the overdraft protection feature on your High Yield Investor Checking account may create a margin loan in your Schwab One brokerage account.

**6. Acceptance of Option Application Agreement**

If you have selected either the "Add option feature (includes margin)" or "Add option feature (does not include margin)" in Section 2 of this Application, you are applying for authorization to trade options.

By applying for authorization to trade options and signing this Application, you acknowledge that you have received and read a copy of the Option Application Agreement (enclosed). The Option Application Agreement contains two important sections:

- Section 1: Option Trading Rules; and
- Section 2: Option Agreement.

**Please read the entire Option Application Agreement.**

You represent that you are aware of the inherent risks of option trading and that you are financially able to bear such risks and withstand option trading losses, including the loss of your entire investment. You understand that Schwab may periodically request new financial information and review your authorization to trade options. The booklet "Characteristics and Risks of Standardized Options" will be sent to you when your Account is approved for option trading.

You agree to read the booklet prior to conducting any trades in your Account. You understand that your Account will be handled in accordance with the rules of the Option Clearing Corporation and the applicable exchange and/or regulatory agencies, and you agree to conduct activity in your Account in accordance with such rules. Lastly, by applying for authorization to trade options and signing this Application, you agree to be bound by the Option Application Agreement as currently in effect and as amended from time to time.

**7. Certification of Trust**

By signing this Application on behalf of a Trust, each Trustee signing below (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust (enclosed) are true and complete.

**\*8. For Organizational Accounts Only: Certificate of Secretary (Required)**

I, Edwin A. Eddy (name of secretary), the City Manager secretary of City of Gulf Breeze (name of business entity), a governmental (type of entity), duly organized or already existing under the laws of the state (or country, if foreign entity) of Florida (the "Account Holder"), hereby certify (1) that the person(s) whose signature(s) appear(s) in Section 9 is/are authorized to establish and maintain the requested margin borrowing authority or options trading authority (or both) with Schwab on behalf of the Account Holder and to bind the Account Holder to the Margin Application Agreement and Option Application Agreement (as applied for in this Application), pursuant to a duly adopted resolution of the board of directors or other applicable governing body; and (2) that the charter documents, agreements, and applicable laws governing the Account Holder permit the establishment and maintenance of the requested margin account and options trading authorization (as applicable).

Signature: Edwin A. Eddy (Signature of Organization) Edwin A. Eddy Print Name Date 7-28-11 (mm/dd/yyyy)

**9. Signature**

**HOLDERS OF ACCOUNTS WITH MARGIN FEATURES FURTHER ACKNOWLEDGE THAT SECURITIES SECURING LOANS FROM SCHWAB MAY BE LENT TO SCHWAB AND LENT BY SCHWAB TO OTHERS.**

I/we agree to the above terms and conditions:

**Margin feature only: All Account Holders must sign and date.**  
**Option feature: All Account Holders (including Additional Account Holders), Authorized Agents, Trustees and Power(s) of Attorney must sign and date.**

Signature: Ed Gray, III Print Name Ed Gray, III Date 7-28-11 (mm/dd/yyyy)  
 Signature: Edwin A. Eddy Print Name Edwin A. Eddy Date 7-28-11 (mm/dd/yyyy)  
 \* Signature: Beverly H. Zimmermann Print Name Beverly Zimmermann Date 7-29-2011

For Charles Schwab Use Only

Customer has been approved for:

- Covered Options  Purchasing Options  Creating Spreads  Writing Uncovered Options  Margin and Short Account

Source of Background Information Concerning Customer

Account Number	Source Code	Date OCC Delivered or Mailed
Approved by	Print Name of Approver	Date Approved (mm/dd/yyyy)
Approved by	Print Name of Approver	Date Approved (mm/dd/yyyy)



**If you are considering adding a margin feature to your account, it is important that you fully understand the rules and risks involved in trading securities on margin.**

Please review the following overview of using margin. While the use of margin can be effective for the experienced investor, there are certain risks that always accompany the use of a margin account. You should consider how the use of margin fits your own investment philosophy.

**Margin trading increases your level of market risk.** Margin trading increases your buying power, allowing you to purchase a greater amount of securities with your investing dollar. Therefore, your exposure to market volatility increases—a declining market could result in even greater losses. A decline in the value of your securities that you purchase on margin may require you to provide additional funds to Schwab in order to avoid the forced sale of those securities or other securities in your account.

**The downside is not limited to the collateral value in your margin account.** If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call—a request for additional cash—or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

**Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call.** Schwab will attempt to involve you in the case of margin deficiency; however, market conditions may require the firm to quickly sell any of your securities without your consent. Because the securities are collateral for the margin loan, Schwab has the right to decide which security to sell in order to protect its interests. Even if Schwab has contacted you and provided a specific date by which you can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without prior notice to you.

**Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.** Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

**Stocks paying dividends in taxable accounts may have tax implications.** Some accounts that carry a margin loan balance and hold dividend-paying securities may receive a "substitute income payment in lieu (PIL) of a dividend," which may be taxable as ordinary income. Taxable accounts that receive a PIL instead of a qualified dividend may also receive a supplemental credit from Schwab. This will be described on customer statements as a "Schwab substitute income credit." Schwab will not credit your account with this additional payment when we can identify instances where a dividend is not qualified.

- This credit is NOT "payment in lieu," and is unrelated to any payment from either the security issuer or the borrower.
- It is a discretionary credit from Schwab which may be discontinued in the future with or without notice!
- It may be subject to tax at your ordinary income tax rate. Please consult your tax advisor about your specific tax situation.
- Because individual tax situations differ, Schwab cannot precisely calculate the additional tax costs a client might incur. We therefore do not intend, nor should clients expect, for this payment to be an exact reimbursement of any excess tax cost.

\*Please refer to the "Loan Consent" section of your Account Agreement which states that no compensation is due in connection with such loans and that Schwab "is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends."

If you have any questions, please call 1-800-515-2157 or contact your Investment Advisor.

## Option Trading Rules

### Calls

1. Underlying stock for listed calls may have contracts written against it in multiples of one call option contract per hundred shares, unless otherwise specified.
2. Securities purchased for covered call writing must be paid for by the standard three-day settlement date. Proceeds from the option will be credited to the investor's account, unless otherwise specified.
3. All underlying securities not already held in an account at Schwab must be delivered FREE AND IN GOOD DELIVERABLE FORM before covered calls may be written.
4. Covered call writing may be done against marginable securities held in an account, provided the account is in compliance with the Federal Reserve Board's Regulation "T" and Schwab's Margin and Short Account Rules.
5. Convertible or exchangeable securities may, in some cases, be available for covered call writing, at Schwab's discretion. Contact your Investment Advisor or Schwab for specific information.

### Puts

1. A short put is considered covered when a put is written against stock sold short. Listed puts may be written against the underlying short stock in multiples of one put contract per hundred shares, unless otherwise specified.  
A put is also covered when there is sufficient cash to cover the stock purchase if the put is assigned.
2. No additional margin will be required if a put is written against stock sold short if the margin requirements are met on the short stock.

### Qualified Spreads

A "spread" involves being both the buyer and writer of the same type of option (puts or calls) on the same underlying interest, with the options having different exercise prices and/or expiration dates.

The purchased option is required to expire on the same or later expiration date than the option sold. When there is more than one possible way to pair available options in your Account, Schwab has the discretion to determine spread pairings. Schwab may pair options in a manner that does not produce the lowest possible margin requirements.

### Straddles and Combinations

A "straddle" is an equal number of calls and puts purchased (or written) on the same security with the same strike price and same expiration. If the strike prices and/or the expiration differ, the order or position is defined as a "combination."

### Writing Uncovered Options

Before placing an order to sell uncovered options on equities and narrow-based indices, \$25,000 in equity must be on deposit, and before placing an order to sell uncovered options on broad-based indices, \$25,000 in equity must be on deposit in your Schwab Account. In calculating equity, the market value of any security, bond or stock may be included and any existing debit balance must be subtracted. Premiums obtained from option writing will be applied against Schwab's equity requirements. The total equity requirement must be in the Account prior to entering the order. Funds in your money market portfolio or Schwab One® Account qualify as money in your brokerage account and are considered good equity.

### Payment and Settlement

Unless the amount required for an option trade is met by one of the following methods, we may, at our discretion, decline to accept your order.

1. Cleared funds in Account;
2. Funds in our between-investment money market funds;
3. Making the trade versus executed market sell orders, or on the margin loan value of securities held in your Account in an adequate amount.

Funds may be wired to:

Citibank, NA, New York, NY 10043  
ABA #021-000-089  
FBO Charles Schwab & Co., Inc.  
Acct. #40553953

For the account of: (the full title on your Schwab Account)

Account #: (your Schwab Account number)

Funds in your Schwab money market portfolio or Schwab One Account qualify as "money in your Schwab Account" for purposes of entering or opening an option transaction. Deposits, interest distributions, withdrawals and payments for option trades (if sufficient funds are available) are all calculated automatically if you participate in our money market fund or Schwab One Account. (If you would like an application for our money market fund or Schwab One Account, contact Schwab.)

### Assignments

Short option assignments will be allocated among position holders on an automated random selection basis.

### OCC Disclosure Document

Before trading options, read the booklet "Characteristics and Risks of Standardized Options" (the OCC Disclosure Document). A copy will be sent when your Account is approved for option trading.

### Manipulation of Auto-Execution Prohibited

Most options exchanges have automated execution (Auto-ex) systems that provide rapid executions for retail-size market and marketable limit orders in listed options at the quoted bid or offer, up to a maximum number of contracts. This maximum number varies by options class and generally ranges between 20 and 100 contracts per order. Exchange rules prohibit investors from engaging in "order splitting," i.e., dividing a large order that is ineligible for Auto-ex because of its size into two or more smaller orders to make them eligible for Auto-ex treatment. Orders placed within less than 15 seconds of each other will be aggregated for purposes of evaluating whether impermissible order splitting has occurred. For example, if the option ABCDE had a maximum Auto-ex size of 50 contracts, it would be impermissible to divide a 100-contract order and enter two 50-contract orders contemporaneously for the purpose of receiving Auto-ex treatment. Orders of this type should be entered either for the full, undivided amount or more than 15 seconds apart. Depending on the facts and circumstances, multiple orders placed more than 15 seconds apart may still be evaluated for order splitting if submitted for the purpose of obtaining Auto-ex treatment. SEC and Exchange rules regarding market manipulation and Auto-ex systems also prohibit investors from submitting orders into the limit-order book of an options exchange for the purpose of influencing the prices at which subsequent Auto-ex orders could be executed. (Typically, this is a limit order that improves the Exchange's quoted market.) For example, it may be manipulative for an investor to enter a limit order to buy a small number of options contracts at a price above the prevailing inside bid, and enter a contemporaneous Auto-ex order to sell a larger number of those options (which could be executed at the new, higher bid price set by the investor's own limit order). The order-splitting and manipulation prohibitions apply even when the orders are coming from multiple accounts if these accounts have a common beneficial owner. The prohibitions may also apply to orders in separate options series if these series are substantially similar. Violation of anti-manipulation laws and Exchange Auto-ex rules could result in the imposition of criminal penalties, fines and other sanctions against you by regulatory agencies; the reversal of trades executed in violation of Exchange rules; and/or the removal of options trading privileges or closing of your Schwab Account(s).

**Option Trading Rules (Continued)****Option Equity Requirements\***

<b>Underlying Securities</b>	<b>Long Purchase</b>	<b>Uncovered</b>	<b>Spread<sup>†</sup></b>	<b>Short Straddle</b>
Equities & Narrow-Based Indexes	100% of cost, cash up-front	25% of the underlying security's market value, minus any out-of-the-money amount, plus the current option premium (marked to the market). <b>Minimum:</b> The greater of \$25,000 equity, or the option premium plus 10% of the underlying security's market value (option premium plus 10% of the strike price for puts), or \$100 per contract.	100% of the long contract premium, plus: <b>Call Spread</b> —The value of the difference between the strike prices, if the exercise price of the long contract is greater than the exercise of the short contract. <b>Minimum: \$5,000.</b> <b>Put Spread</b> —The value of the difference between the strike prices, if the exercise price of the short contract is greater than the exercise of the long contract. <b>Minimum: \$5,000.</b>	The greater of the two uncovered contract requirements, plus the current option premium of the other contract (marked to the market). <b>Minimum: \$25,000.</b>
Broad-Based Indexes	100% of cost, cash up-front	20% of the underlying index, minus any out-of-the-money amount, plus the current option premium (marked to the market). <b>Minimum:</b> The greater of \$25,000 equity, or the option premium plus 10% of the underlying security's market value (option premium plus 10% of the strike price for puts), or \$100 per contract.	100% of the long contract premium, plus: <b>Call Spread</b> —The value of the difference between the strike prices, if the exercise price of the long contract is greater than the exercise of the short contract. <b>Minimum: \$5,000.</b> <b>Put Spread</b> —The value of the difference between the strike prices, if the exercise price of the short contract is greater than the exercise of the long contract. <b>Minimum: \$5,000.</b>	The greater of the two uncovered contract requirements, plus the current option premium of the other contract (marked to the market). <b>Minimum: \$25,000.</b>

\*Subject to change at any time by Schwab. To protect itself, Schwab may, at its discretion and without prior notice to you, revalue securities, reset requirements or adjust the inflated SMA (Special Memorandum Account) at any time.

<sup>†</sup>Schwab retains complete discretion to determine how to pair options that may constitute a qualified spread. See "Qualified Spreads."

**Option Agreement****Terms and Conditions**

In consideration of our accepting your orders to trade option contracts for your Account referenced in Section 1 of the Option, Margin and Short Account Trading Application ("Account"), you agree that the following terms and conditions apply to your Account, in addition to the other terms and conditions contained in the Schwab Account Agreement applicable to your Account.

**1. Risks of Option Trading**

The purchase or writing of option contracts involves a high degree of risk and is not suitable for all investors.

By applying to add the option trading feature to your Account, you represent that you:

- Understand the risks inherent in option trading;
- Are financially able to withstand option trading losses, including the loss of your entire investment; and
- Have determined that option trading is suitable for you, considering your financial situation and investment objectives.

Neither Schwab nor its officers, employees or agents is authorized to give tax advice. You should consult a professional tax advisor regarding the tax effect of option transactions in your Account.

**2. Special Statement for Uncovered Option Writers**

There are special risks associated with uncovered option writing that expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all investors approved for options transactions.

- a. Potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position and may incur large losses if the value of the underlying instrument increases above the exercise price.
- b. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option may incur large losses if the value of the underlying instrument declines below the exercise price.
- c. Uncovered option writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer, we may request significant additional margin payments. If you do not make such margin payments, we may liquidate stock or options positions in your Account, at our discretion without prior notice, in accordance with your margin agreement.
- d. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.
- e. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.
- f. The writer of an American-style option is subject to being assigned at any time until

the option expires. By contrast, the writer of a European-style option is subject to assignment only at expiration.

**NOTE:** It is expected that you will read the booklet entitled "Characteristics and Risks of Standardized Options." Direct your attention to the chapter entitled "Risks of Option Writers." This Statement is not intended to enumerate all of the risks entailed in writing uncovered options.

**3. OCC Disclosure Document**

When we approve your Account for option trading, we will give you the booklet "Characteristics and Risks of Standardized Options," published by the Options Clearing Corporation (the "OCC Disclosure Document"). You agree not to enter any orders for option transactions until you have read and understood the OCC Disclosure Document. Any information contained in the OCC Disclosure Document, including information regarding the federal income tax consequences of option transactions, is subject to change.

**4. Importance of Accuracy on Your Application**

You represent that the information you've provided on the Option, Margin and Short Account Trading Application is accurate. You agree to notify Schwab if there are important changes in the investment objectives or financial situation you have described in your application.

**5. Provision of Services**

When we approve your Account for option trading, we will act as your broker to purchase, sell, assign, transfer, exercise, endorse, clear or otherwise handle puts, calls and other contracts

## Option Agreement (Continued)

relating to securities, securities-related indices and other underlying instruments. You agree that if you place orders for option trading in more than one market, we may use our discretion in selecting the market in which to enter your order in the absence of specific instructions from you. We may, at our discretion and without notice, restrict or prohibit option trading or certain types of option transactions or specific option transactions in your Account.

### 6. Payment

Option transactions are settled on the first business day after the day your order is executed. We may decline to accept your order to purchase option contracts if there are not sufficient cleared funds (that is, funds on which no holds or other restrictions are imposed) available in your Account to pay the purchase price, if you do not have sufficient equity in your Account to meet applicable margin requirements, or for other reasons subject to our discretion. In all cases, option transactions must be settled on the first business day after the day your order is executed, and it is your responsibility to deposit necessary funds and maintain sufficient equity in the Account.

### 7. Covered Option Transactions

If you are approved for covered options transactions only, you may only sell call option contracts or purchase put option contracts when you have the securities underlying the contracts sold or purchased on deposit in your Account.

### 8. Maintenance of Required Equity and Liquidation

If you write option contracts, you agree to maintain equity collateral in your Account in accordance with the terms of the Account Agreement. If you do not maintain enough equity in your Account to secure your option obligations adequately, or if you do not satisfy, in a timely manner, any money or collateral call (relating to settlement of a trade or otherwise), we may (but are not required to), without prior notice, take any action with respect to and for your Account that we, in the reasonable exercise of our discretion, consider necessary for our protection.

These actions may include:

- Buying or selling short;
- Hedging existing security positions;
- Risking any or all securities underlying options purchased, endorsed or handled for your Account; and/or
- Buying or selling for your Account any option contract we consider necessary or appropriate. Our failure to take any of the above actions in any particular instance will not be considered a waiver of our right to take such actions in later instances. You agree to reimburse us for all expenses, fees, commissions or losses (including taxes and transfer and other fees) we incur as a result of such actions.

### 9. Short Option Positions

If you write a call option contract, you agree to honor all assignments by delivering to us the

underlying securities in negotiable form or cash (in the case of index options) at the times prescribed by the securities exchanges and/or the National Association of Securities Dealers. If you fail to do so, we may act as your agent to buy in such securities at the current market price and deliver these securities or cash to fulfill your delivery commitment. We may exercise our discretion regarding the timing and manner of any such purchases. In case the following situations occur:

- You write a call option contract in a security that becomes subject to a reorganization transaction (such as a tender offer or other offer in which value is offered in exchange for or with respect to ownership of such security); and
- You are assigned an exercise notice on such contract; and
- You are unable to cover your obligation to deliver, either through delivery of the security to us or our buying in the position; then
- You agree to pay us the losses that we sustain as a result of your failure to deliver. If you write a put option contract, you agree to honor all exercise assignments in a timely manner. You agree to pay all expenses, fees, commissions and/or losses (including taxes) incurred as a result of the transactions described above.

In addition, at our discretion, we will pair options positions in the Account that constitute a spread position. You agree to accept the matching logic employed by Schwab to determine spread pairings and you agree to maintain sufficient equity in your Account to meet the equity requirements that may result from such pairings as determined by Schwab in its discretion.

### 10. Exercises

If you exercise a long option contract, you agree to pay the full aggregate exercise price provided for by the option contract. We'll accept exercise instructions for same-day execution on business days prior to 4:00 p.m. eastern time for index option contracts, and prior to 5:00 p.m. eastern time for equity option contracts. We'll accept exercise instructions until 5:00 p.m. eastern time on the last trading day of expiring options. You acknowledge that the Options Clearing Corporation (OCC) and the national securities exchanges have established cutoff times for delivering exercise instructions. Your long option contracts may expire worthless if you do not deliver your instructions by the expiration time noted in the OCC Disclosure Document. We are not obligated to give you prior notice of option expiration dates, and you will have sole responsibility for taking action to exercise an option contract before the option expires.

However, if you hold in your Account long equity option contracts that are greater than or equal to \$0.01 in-the-money, and we do not receive exercise instructions from you on the last trading day of the option, we may, at our discretion (but are not required to), take action.

We may place a market order to sell the long option position at or before, in our discretion, market close on the last trading day of the

expiring option. We may instruct the OCC not to exercise valuable options. Or we may exercise valuable option contracts for your Account, and in the absence of instructions from you, new positions we create in this way may be closed out at the opening of the next business day. We may exercise for cash settlement long index option contracts that are any amount in-the-money. If you do not notify us to exercise a valuable option contract by the prescribed time and the right to exercise expires, you agree to waive, and to release us and our officers, employees and agents from, any and all claims of damage or loss, then or at a later time sustained, as a result of an option contract not being exercised.

### 11. Assignments

We allocate exercise assignment notices among customer short positions according to an automated procedure. This procedure randomly selects from among all customer short option positions (including positions established on the date of assignment) those contracts that are subject to exercise. All American-style short option positions are liable for assignment at any time. You acknowledge that the assignment process may result in multiple partial assignments and/or multiple transactions to fulfill a single assignment, and a separate commission charge will apply to each partial assignment or transaction needed to complete an assignment.

At your request, we will furnish you with a more detailed description of the automated assignment process.

### 12. Position and Exercise Limits—Rules

You agree that you will not, either acting individually or together with others, directly or indirectly:

- Hold or control any number of option contracts that exceed the position limitations, or
- Exercise a long position in any option contract that exceeds the exercise limitations, all as set from time to time by the exchanges or markets where such option contracts are traded.

We may, at our discretion and without prior notice, impose house option position limitations. All option trading activity in your Account will be conducted according to the constitutions, rules, regulations and usages of the Options Clearing Corporation, the National Association of Securities Dealers and any applicable exchange and/or regulatory agency.

### 13. Account Agreement

All option transactions will be conducted through your Account and are subject to the Account Agreement between you and Schwab. As used here, "Account Agreement" means: the terms and conditions stated in this Option Agreement; the applicable Schwab Account Application; the applicable Schwab Account Agreement; the Margin and Short Account Agreement; the Disclosure of Credit Terms and Policies; the Money Market Fund Agreement, if any; and any other written agreements between you and Schwab, all as amended from time to time.

## Disclosure of Credit Terms and Policies

The following Disclosure of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Schwab Account Agreement. It describes the terms under which we extend credit and charge interest and how your obligations are secured by property in your Schwab Account.

### 1. Interest Charges

We will charge interest on a daily basis on the credit we extend to you. The daily interest charges are calculated by multiplying your "daily adjusted debit balance" by the "daily margin interest rate." Generally speaking, your daily adjusted debit balance is the actual settled debit balance in your Margin and Short Account, increased by the value of securities held short and reduced by the amount of any settled credit balance carried in your Cash Account.

We calculate your daily adjusted debit balance each day by adjusting your previous day's balance by any debits and credits to your Account and by changes in the value of short positions. If your daily adjusted debit balance is reduced because you deposit a check or other item that is later returned to us unpaid, we may adjust your Account to reflect interest charges you have incurred.

We reserve the right to charge interest on debit balances in the Cash Account. Periodically, we will send you a comprehensive statement showing the activity in your Account, including applicable interest charges, interest rates and adjusted daily debit balances.

### 2. Daily Margin Interest Rate

The "daily margin interest rate" is based on a 360-day year. It is calculated for each day by dividing the applicable margin interest rate by 360. Note that the use of a 360-day year results in a higher effective rate of interest than if a year of 365 days were used. The applicable margin interest rate is set at an offset from Schwab's Base Rate according to a tiered interest schedule based on your margin debit balance. We set the Base Rate at our discretion with reference to commercially recognized interest rates, industry conditions relating to the extension of margin credit, and general credit market conditions. To obtain the interest schedule, refer to your Account Agreement, or call us at 1-800-515-2157. The current Base Rate is also available by calling 1-800-515-2157.

Your margin interest rate will be adjusted automatically and without notice to reflect any change in the Base Rate. If your interest rate increases for any reason other than a change in the Base Rate, we will give you written notice at least 30 days prior to that change.

### 3. Compounding Interest Charges

We compound interest on a daily basis. Interest charges will accrue to your Account each day. We will include the charges in the next day's opening debit balance and charge interest accordingly. The interest rates described in Section 2 above do not reflect compounding of unpaid interest charges; the effective interest rate, taking into effect such compounding, will be higher.

### 4. Initial Margin Requirements

The Federal Reserve Board and various stock exchanges determine margin loan rules and regulations. We will not extend credit unless your equity in the Securities and Other Property in your Margin and Short Account is at least \$5,000, or such greater amount as may be required by applicable rules or regulations or by our house policies.

The maximum amount we currently may loan for common stock (equity) securities is 50% of the value of marginable securities purchased in your Margin and Short Account; different requirements apply to nonequity securities, such as bonds or options. If the market value of stock held as collateral increases after you have met the initial margin requirements, your available credit may increase proportionately. Conversely, if the market value decreases, your available credit may proportionately decrease.

Initial margin requirements may change without prior notice. We may impose anytime and without prior notice more stringent requirements on positions that in our sole discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or for concentrated positions of securities.

You may purchase only certain securities on margin or use them as collateral in your Margin and Short Account. Most stocks traded on national securities exchanges, and some over-the-counter (OTC) securities, are marginable. At our discretion, we reserve the right not to extend credit on any security.

If the market value of a security drops below Schwab's per-share minimum, the margin maintenance requirement will be 100%. Please contact your Investment Advisor or call us at 1-800-515-2157 for Schwab's current margin requirements.

### 5. Margin Maintenance Requirements

You must maintain a minimum amount of equity in your Account to collateralize your outstanding loans and other obligations. Margin maintenance requirements are set:

- By the rules and regulations of the NASD and other regulatory agencies under whose jurisdiction we are subject; and
- According to our sole discretion and judgment. Margin maintenance requirements may change without prior notice.

We may issue a "margin call" (that is, a notification to deposit additional collateral) if your Account equity falls below the margin maintenance requirement. This can happen for various reasons. The most common reason is a decrease in the value of long securities held as collateral or an increase in the value of securities held short.

As a general guideline and when it is practicable to do so, we may (but are not required to) issue a margin call when the equity in your Margin and Short Account falls below Schwab's minimum maintenance requirement. The amount of additional collateral we require usually is an amount sufficient to raise your equity to Schwab's minimum maintenance requirement.

Please contact your Investment Advisor or call us at 1-800-515-2157 for Schwab's current margin requirements.

We retain absolute discretion to determine whether, when and in what amounts we will require additional collateral. In some situations, we may find it necessary to require a higher level of equity in your Account. For example, we may require additional collateral if an Account contains:

- Only one security or a large concentration of one or more securities; or
- Low-priced, thinly traded or volatile securities; or
- Low minimum liquidating account net worth; or if
- Some of your collateral is or becomes restricted or non-negotiable or non-marginable.

We also may consider market conditions and your financial resources.

### 6. Short Option Positions

If you hold put or call option contracts deemed by us to be uncovered, your Account is subject to both initial margin and margin maintenance requirements. For more detailed information on how Schwab calculates these equity requirements, contact us at 1-800-515-2157.

### 7. Short Sales

A short sale is a margin transaction subject to initial margin and margin maintenance requirements. In most cases, the initial equity requirement for the short sale of an equity security is 150% of the sales proceeds of the security, plus commissions. Proceeds obtained from the short sale will be applied against the initial margin equity requirement. Equity securities selling for \$5.00 or less and odd lots usually may not be sold short. Different requirements apply to nonequity securities.

Generally, current margin maintenance rules require you to maintain equity in your Account equal to at least Schwab's minimum maintenance requirement for the market value of each stock "short" in your Account. Please contact your investment Advisor for Schwab's current margin requirements. The value of securities held short in your Account is "marked to the market" each day.

Increases in the market value will increase your daily adjusted debit balance (on which interest is charged) by the same amount, while decreases in the market value will decrease your daily adjusted debit balance by the same amount.

As a result of increases in your daily adjusted debit balance, the collateral held in your Account may become insufficient. Short sale proceeds are part of the collateral securing our loan of the security to you, and you may not withdraw these proceeds from your Account. You are liable for all dividends paid on securities you have borrowed for the purpose of short sales.

For our protection, we may, at our discretion and without notice, immediately cover your short security positions by purchasing for your Account securities to replace those sold short.

**Disclosure of Credit Terms and Policies (Continued)**

We may cover your position because:

- The lender of the securities recalls them;
- We anticipate an inability to borrow or reborrow these securities; or
- For any other reason.

If several Accounts hold short positions in a security and not all of the positions are to be covered, we may select the positions to be covered on a random basis.

In covering a short position, we may, at our discretion, purchase securities for your Account either on a normal settlement, next-day or cash settlement basis. The price of securities purchased on a next-day or cash settlement basis is usually higher than that of those purchased on a normal settlement basis. The price of covering the short position may be higher than the price at which you sold short; therefore, you may sustain a loss on that transaction.

You are liable for commissions and other costs of short sale transactions and for any debit balance that remains after we cover or close out a short position.

When we borrow securities for your Account, we are obligated to return the securities to the lender on demand. If you are unable to cover a short position (either through delivery of the security or through our "buying in" your position) in enough time for us to deliver the security to its lender, you agree to pay us for the losses we sustain as a result of the failure to deliver. For instance, if you have a short position in a security that is subject to a tender offer and you

are unable to cover the position in time for us to deliver the security to its lender, we may hold you responsible for the economic value of the tender offer.

**8. Liens and Liquidation**

At our election, all debit balances in your Account, including those resulting from extensions of margin credit, will be immediately due and payable. In the Account Agreement, you granted us a lien on all Securities and Other Property held or maintained for any purpose, including safekeeping, in your Schwab Account or in any other present or future non-retirement Schwab Account in which you have an interest, regardless of whether there are other Account Holders on any of the accounts. This lien secures the full performance of obligations owed to us by you or any Additional Account Holder of your Schwab Account, whether those obligations are incurred in connection with your Schwab Account or any other non-retirement account with us, and extends to property that may not be acceptable as margin collateral under Federal Reserve Board regulations.

If your equity falls below the applicable maintenance requirement, we may (but are not obligated to) notify you by mail, telegram, telephone, or electronic or other means of a margin call for an amount sufficient to bring your Account up to the equity level we require. Margin calls require prompt delivery according to our instructions of either additional funds or acceptable securities. Failure to make a required deposit may result in the liquidation of part or all of the Securities and Other Property in your Account.

**Notwithstanding any oral communications between you and us, we reserve the right to liquidate anytime if the equity in your Account falls below Schwab's minimum requirements.**

You will continue to be held liable on demand for any debit balance remaining after liquidation of assets in your Account. It may not be possible to notify you of a margin call or allow any time to deposit additional collateral. Therefore, we reserve the right to initiate immediate liquidation procedures without notice.

You are responsible for monitoring the status of your Account, for ensuring that sufficient collateral is maintained in the Account and for liquidating positions to minimize losses. Any action we take or do not take to issue a margin call or liquidate collateral is undertaken solely to protect our interest as a creditor. You agree that we do not have any responsibility to issue a margin call, to liquidate positions in your Account, or to select the securities to be liquidated or the manner or timing of the liquidation in order to prevent or minimize losses to you.

**9. Verification**

I authorize Schwab to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of my spouse, if I live in a community-property state) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Margin and Short Account Agreement Terms and Conditions**

When you buy securities on margin, or enter into short sales or short options, you are borrowing money from Schwab for part of your transactions. All securities and other assets in your Schwab Accounts are pledged as collateral to secure this loan. These margin transactions are riskier and involve the possibility of greater loss than transactions in which you are not borrowing money. If the value of your securities and other assets falls, you may be required to deposit more assets (a "margin call") to secure your loan or your securities, and other assets may be sold to pay down or pay off your loan without prior notice and at a loss or at lower prices than under other circumstances.

You agree to carefully consider your own financial condition, tolerance for risk and investment objectives, as well as market conditions, before you decide to use margin credit or short account features. By applying for a Margin and Short Account and/or placing an order on margin, you acknowledge that you have carefully considered all of these factors, along with the terms of the margin agreement, and have decided that margin financing is appropriate for you.

All securities and other assets now or hereafter held in this Account may be pledged, repledged or otherwise used.

**1. Payment for Transactions**

You agree that you are responsible for paying for all transactions you make and all authorized transactions in your Margin and Short Account.

When you purchase securities on margin, you agree to deposit the required initial equity by the settlement date and to maintain your equity at the required levels. However, Schwab reserves the right to liquidate at any time (including on or before settlement date) depending on market conditions. In addition, you agree to pay any debit remaining in your Account if your positions are liquidated to satisfy a margin call. We may extend credit to you according to applicable laws and regulations and our Disclosure of Credit Terms and Policies. You agree to use this credit primarily for business and investment purposes.

**2. Disclosure of Credit Terms and Policies**

All transactions in the Margin and Short Account are subject to our Disclosure of Credit Terms and Policies. You agree not to enter an order in your Margin and Short Account until you have read and understood the Disclosure of Credit Terms and Policies.

**3. Maintenance of Collateral**

You agree to maintain in your Margin and Short Account collateral of the type and amount required by:

- Applicable Exchange rules and federal regulations,
- Our Disclosure of Credit Terms and Policies, or
- Schwab, at our discretion.

**4. Liquidation**

Whenever it is necessary for our protection or to satisfy a margin call, deficiency, debit or other obligation owed us, we may (but are not required

to) sell, assign and deliver all or any part of the Securities and Other Property securing your obligations, or close any or all transactions in your Schwab Account.

It is our policy to attempt to contact you, when practicable, before taking any action described in this section. However, we reserve the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption. Any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

We may choose which Securities or Other Property to buy or sell, which transactions to close, and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which Securities or Other Property to buy or sell, or of which transactions to close, or for the timing or manner of the liquidation.

We may transfer Securities and Other Property from any brokerage account in which you have an interest to any other brokerage account in which you have an interest, regardless of whether there are other Account Holders on either Account, if we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation. You agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.

**Margin and Short Account Agreement Terms and Conditions (Continued)**

We are entitled to exercise the rights described in this section in our sole discretion, including whenever any of the following occurs:

- The equity level in your Account falls below required minimums;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against you;
- An attachment is levied against any of your brokerage Accounts with us;
- You die or become incapacitated or incompetent; or
- Your Schwab Account is closed.

**5. Short Sales**

You agree to designate a sell order as a short sale if, at the time you place the order, you either do not own the security being sold or are unable to deliver the security in a timely manner. You agree that short sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, Schwab cannot guarantee that it will have shares available to facilitate a short sale.

You agree that we may, at our discretion and without notice, "buy in" securities to cover any short security position in your Account at your expense. We may take this action either on a regular settlement, cash or next-day settlement basis.

If you are unable to cover a short security position (either through delivery of the security

or through our "buying-in" the security) in enough time so we can deliver the security to its lender (to whom we're obligated), you agree to reimburse us for the losses we sustain as a result of your failure to deliver the security.

**6. Interest on Debit Balances**

We will charge interest on your debit balance according to our Disclosure of Credit Terms and Policies. We post accrued but unpaid interest charges to your Account each month. We compound the interest as described in our Disclosure of Credit Terms and Policies.

**7. Pledge of Securities and Other Property**

We may pledge, repledge, hypothecate or rehypothecate, either separately or together with Securities of other customers, all Securities and Other Property that you, now or in the future, carry, hold or maintain in your Margin and Short Account. The value of the Securities and Other Property we pledge or repledge may be greater than the amount you owe us, and we are not obligated to retain in our possession and control for delivery the same amount of similar Securities and Other Property.

**8. Loan Consent**

You agree that Securities and Other Property held in your margin account, now or in the future, may be borrowed (either separately or together with the property of others) by us (acting as principal) or by others. You agree that Schwab may receive and retain certain benefits

(including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. You acknowledge that in certain circumstances, such borrowings could limit your ability to exercise voting rights or receive dividends, in whole or in part, with respect to the Securities and Other Property lent. You understand that for Securities and Other Property that are lent by Schwab, the dividends paid on such Securities and Other Property will go to the borrower. No compensation or other reimbursements will be due to you in connection with such borrowings. However, if you are allocated a substitute payment in lieu of dividends, you understand that such a payment may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. You agree that Schwab is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Schwab may allocate payments in lieu of dividends by any mechanism permitted by law, including by using a lottery allocation system.

**9. Account Agreement**

All transactions in your Margin and Short Account are subject to the Account Agreement in its entirety and any other written agreements between you and Schwab, all as amended from time to time.

**This Certification sets forth the Trustees' representations and warranties regarding their authority under the Trust. Please retain for your files.**

**Certification of Trust**

By signing the Application, each Trustee represents and warrants that Charles Schwab & Co., Inc. ("Schwab") is authorized, as a brokerage firm, to open and maintain the Account on behalf of the Trust identified in this Application (the "Trust") in accordance with the account agreements applicable to this Account, including without limitation the authority to accept, hold and deliver assets belonging to the Trust, and to accept orders and other instructions relating to the Trust from the Trustees. The Trustees represent, warrant and certify that either the Trust or applicable law grants the Trustees the power to delegate to others (such as a financial advisor) the authority to give trading instructions with respect to the Account. The Trustees represent, warrant and certify that the Trust expressly grants them the power to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of assets to and from the Account and delivery of assets to a Trustee personally), and, if the Margin Borrowing feature is not declined, to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust and to grant authority to a brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust. **The Trustees agree to decline the Margin Borrowing feature if such authorizations for**

borrowing are not contained in the Trust. Note: Additional documents are required to add someone as a Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Schwab Option, Margin and Short Account Trading Application.

The Trustee(s) represent, warrant and certify that either (1) the Trust expressly authorizes that each Trustee, if more than one, is authorized to act individually, independently and without the consent of the other Trustees; or (2) the Trustees (if more than one) have consented to each Trustee acting individually, independently and without the consent of the other Trustees with respect to the Account and that such delegation of authority is expressly authorized by the Trust and applicable law. The Trustees agree that any notice sent to one Trustee will constitute notice to all Trustees. Schwab, in its sole discretion and for its sole protection, may require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.

The Trustees represent, warrant and certify that neither they nor the Trust impose any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Trustee or (ii) of payments or deliveries to or among Trustees.

By signing this Application, each Trustee further represents, warrants and certifies that there are no other currently acting Trustee(s) of the Trust other than those signing below. Should only one person execute this Application, it is a representation that the signer is the sole current acting Trustee. Finally, the Trustees represent, warrant and certify that the Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Certification to be incorrect. Each Trustee agrees to notify Schwab immediately in writing of any change that would cause this Certification to become incorrect or incomplete.

Each Trustee hereby, jointly and severally, in both personal and representative capacities, agrees to indemnify Schwab, its affiliates, officers, directors, employees and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Trustee with respect to the Account.

The representations and obligations stated in this Certification will survive the termination of the Account.



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** February 16, 2012  
**RE:** WWTF South Basin Rehabilitation Change Order

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memo.

The WWTF South Basin rehabilitation was begun in December, with Utility staff draining the basin and working to remove accumulated sand and sludge from the bottom of the tank. This part of the work took considerably more time and cost than anticipated and required the removal of the diffusers and aeration piping. Upon inspection it was determined that new PVC piping should be used, rather than try to reuse the 10year old piping system.

Subsequently as we have operated with only one treatment basin on line, we have noticed a deficiency in dissolved oxygen levels in the oxic portions of the plant. We have plenty of blower capacity however the shortfall is the number of diffusers as each diffuser is rated for a certain amount cubic feet per minute with a corresponding headless. Staff believes the best solution is to install additional diffusers in the oxic basin to enhance the ability the basin to maintain adequate dissolved oxygen levels.

The cost from Cape Inc. to furnish the new air header piping and additional diffusers: \$18,650

Clarifier Catwalk Toe-Board Installation: When the south basin was originally constructed in 1987 the entire catwalk system was built without toe boards. Toe-Boards are considered standard today as they provide additional safety protection to utility personnel from slipping off the catwalk and into the basin. Staff believes that toe boards will improve the safety of the catwalk system and should be installed during this rehabilitation period.

The cost from Cape Inc. to furnish and install Toe-Boards on the South Basin: \$13,800

Clarifier Rake Arm Scrapers: The scrapers ride along the bottom of the clarifier collecting/directing sludge to the removal tubes. This item was not part of the original scope as inspection was not possible until the tank was cleaned and drained.

The cost from Cape Inc. to furnish and install new clarifier rake scrapers \$4,350

The funding for these expenses are beyond the scope of the F/Y 2012 operating and capital budget and therefore funding will need to be from Utility Reserves.

The total of the change orders is \$36,800 which is approx. 9.4% of the approved contract of \$391,000 with Cape Inc. The addition of these components will improve the operation and safety of the South Basin and should be installed at this time.

**RECOMMENDATION: SSRUS Board Recommend to City Council to approve the WWTF South Basin Rehabilitation Change Order in the amount of \$36,800 to Cape Inc.**



February 10, 2012

Jason Randell  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

Jason:

Thank you very much for choosing CAPE for your project. As a local company, we are pleased to have an opportunity to complete the rehabilitation of the clarifier.

CAPE proposes to provide the necessary labor and equipment for:

<b>Additional Diffusers and Air Piping Replacement</b>	<b>\$ 18,650</b>
<b>Toeboard Installation:</b>	<b>\$ 13,800</b>
<b>Clarifier Rake Arm Scrapers:</b>	<b>\$ 4,350</b>
<b><u>Catwalk Cross Member and Tubing</u></b>	<b>No Charge</b>
<b>Total:</b>	<b>\$ 36,800</b>

**Clarifications:**

1. Discount included in Diffuser and Air Piping Replacement price for base scope of 220 diffuser membranes and removal of existing air piping by Gulf Breeze personnel.
2. Price does not include performance and payment bonds.
3. Work stoppages, delays, and shut downs not caused by CAPE or environmental conditions will be considered as extra work. Labor and equipment charges may apply based on duration and impact on completion.

Again, thank you for the opportunity to offer our services and should you accept our proposal we will complete this project safely and with the high quality Gulf Breeze expects. If you need any additional information or have any questions, feel free to contact me.

Respectfully submitted,

Jonathan Draper  
Assistant Project Manager  
(850) 501-6654  
jdraper@cape-inc.com



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/17/2012

**Subject: Public Relations and Marketing Sculpture/Outdoor Art Program**

---

The foundation and lighting for the City's first permanent outdoor art piece is nearly complete. The actual piece is also ready for installation. The cost for the program has been borne so far by donations or funds made available by Capital Trust Agency projects over budget.

It is expected that the first installation, if properly marketed and publicized, will generate further donations and interest. We have a proposal from Caron Sjolberg of IdeaWorks relative to a full PR/Marketing plan for a cost not to exceed \$10,000. The cost breakdown is attached.

The "unveiling" event would be handled by IdeaWorks with support from City staff. A reusable press kit and power point presentation would be prepared for continuous use by the City as we work to secure more donations. A web site would be developed on the project and mailers to the public would be prepared and distributed.

We believe that utilizing a professional PR/Marketing firm for this first project is the most effective and efficient option.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE USE OF IDEAWORKS OF PENSACOLA, FLORIDA FOR A MARKETING/PUBLIC RELATIONS PROGRAM (AT A COST NOT TO EXCEED \$10,000) ASSOCIATED WITH THE INSTALLATION OF PERMANENT OUTDOOR ART IN THE CITY.**



2/2/2012/CAR I-8

RESOLUTION NUMBER R2012 - 18



A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA OPPOSING THE USE OF TOLL FACILITIES TO FUND THE REPLACEMENT OF THE PENSACOLA BAY BRIDGE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in 1931, the original Thomas A. Johnson bridge was constructed across Pensacola Bay to provide a connection between South Escambia and South Santa Rosa County; and

**WHEREAS**, this remains the sole connection between South Escambia and South Santa Rosa County; and

**WHEREAS**, this connection has allowed patterns of commerce and development to occur for over 80 years; and

**WHEREAS**, this bridge has operated as a free transit route for the citizens of Escambia and Santa Rosa County for over 60 years; and

**WHEREAS**, in 1960, the existing Pensacola Bay Bridge was constructed with a 50 year design life span; and

**WHEREAS**, in January 2011, the Florida Department of Transportation (FDOT) initiated the Pensacola Bay Bridge Project Development and Environment (PD&E) study for the replacement of the Pensacola Bay Bridge; and

**WHEREAS**, the FDOT has proposed the use of alternate revenue sources to fund anticipated construction shortfalls; and

**WHEREAS**, the FDOT has proposed the use of toll facilities to fund a portion of the Pensacola Bay Bridge replacement project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

**Section 1.** That the above recitals are true and correct and incorporated herein by reference.

**Section 2.** That the Escambia County Board of County Commissioners hereby opposes the use of toll facilities to fund the Pensacola Bay Bridge replacement project and requests the FDOT consider alternative funding

Date: 2/7/2012  
Verified By: *D. Harris*  
(Note: Resolution was revised to reflect the correct Name/District # per FDOT Secretary on page 2)

# US 98 PUBLIC WORKSHOPS 2 & 3

## US 98 Corridor Management Plan



The Florida-Alabama Transportation Planning Organization (TPO) is conducting a corridor management study to identify low cost strategies and ways to improve traffic flow and safety for all modes of travel (cars, bikes, pedestrians, etc.) along the corridor. This study is approximately twenty-four miles on US 98 from Pensacola Bay Bridge to the Okaloosa County line.

The Public Workshop series for the US 98 Corridor Management Plan is scheduled to provide an overview of the comments received from the first Public Workshop, present the recommended improvements and solicit additional input. **For your convenience, Workshops 2 and 3 offer the same information but are scheduled on different dates and locations.** You are encouraged to attend either Workshop 2 or 3 and to bring a friend.

**The Workshop is offered on two different dates and locations for your convenience.  
Plan to attend either Workshop 2 or 3.**

### WORKSHOP 2

Monday, February 27, 2012  
Anytime between 5:00 – 6:30 pm  
Concord Presbyterian Church  
Fellowship Hall  
4191 Gulf Breeze Pkwy  
Gulf Breeze, FL

### WORKSHOP 3

Tuesday, February 28, 2012  
Anytime between 5:00 – 6:30 pm  
Navarre United Methodist Church  
Fellowship Hall  
9474 Navarre Pkwy  
Navarre, FL



Sponsored by



**FOR MORE INFORMATION  
Contact Phil Shad at (850) 478-9844**

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons requiring special accommodation under the Americans with Disabilities Act or those requiring language translation services, free of charge, should contact Lane Gortemoller at (850) 478-9844, at least three (3) days before the event.

La participación ciudadana es solicitado sin discriminación de raza, color, origen nacional, sexo, edad, religión, discapacidad o situación familiar. El TPO implementará las instalaciones necesarias para el acceso a esta reunión de conformidad con la Ley de Estadounidenses con Discapacidad y de idiomas distintos del inglés (gratuito). Por favor notifique a la Sra. Dan Deanda de acceso o requisitos lingüísticos en (850) 332-7976, Extensión 227, para de Florida por lo menos 3 días hábiles de antelación.