

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

MARCH 28, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Proclamation Declaring April 15 2012 to April 29, 2012 Paint This Town Purple
- B. Discussion and Action Regarding Proclamation Declaring March 26 to April 1, 2012 as Tobacco Free Florida Week
- C. Discussion and Action Regarding Ordinance No. 02-12, Incorporating Chapter 26, Development Standards to the Community Redevelopment District
- D. Discussion and Action Regarding Ordinance No. 03-12, Amending 21-162 of the Municipal Code Relative to Number of Stories Allowed in C-1 Zoning District
- E. Discussion and Action Regarding Special Event Request from American Diabetes Association for a Bike Ride to be Held Saturday, April 21, 2012, 6:00 a.m. - 1:00 p.m.
- F. Discussion and Action Regarding Special Event Request from Gulf Breeze Elementary School for Annual 2 Mile Run to be held Wednesday, April 25, 2012, 3:45pm to 4:45p.m
- G. Discussion and Action Regarding Capital Trust Agency Financing for GMF-Preservation of Affordability Corporation, Acquisition of StonyBrook in Riviera Beach, FL
- H. Discussion and Action Regarding Construction of Pedestal for Sculpture #1 and Commencement of Sculpture #3
- I. Discussion and Action Regarding Water Plant Road Paving
- J. Discussion and Action Regarding Pensacola Beach West Gas Pipeline Extension Change Order #1
- K. Discussion and Action Regarding South Sunset Boulevard Paving - Change Order #1
- L. Discussion and Action Regarding Bayside Futbol Lease of ERS 2
- M. Information Items

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

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



City of Gulf Breeze

PROCLAMATION

WHEREAS, cancer is a group of diseases characterized by uncontrolled growth and spread of abnormal cells which, if not controlled, can result in death; and,

WHEREAS, the American Cancer Society is a voluntary community based health organization in Florida dedicated to eliminating cancer as a major health problem; and,

WHEREAS, purple is the overall cancer awareness color; and,

WHEREAS, showing support to a colleague, employee, customer, family member, neighbor or friend whose life has been touched by cancer is encouraged; and,

WHEREAS, all of use are affected in our community

NOW, THEREFORE, BE IT PROCLAIMED I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, joins with the American Cancer Society in declaring

APRIL 15, 2012 TO APRIL 29, 2012 PAINT THIS TOWN PURPLE

Throughout the City of Gulf Breeze, Florida and to urge citizens to show their support in the fight against cancer and bring Relay to our community by decorating businesses, homes, trees, mailboxes and car antennas with bows, ribbons, signs and balloons.

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 April, 2012.

Marita Rhodes, City Clerk

Beverly H. Zimmern, Mayor



City of Gulf Breeze

PROCLAMATION TOBACCO FREE FLORIDA WEEK

WHEREAS, secondhand smoke contains a deadly mix of more than 7,000 chemicals, hundreds of which are toxic and 69 that can cause cancer; and,

WHEREAS, each year, approximately 2,520 non-smokers in Florida die primarily from exposure to secondhand smoke; and,

WHEREAS, non-smokers who are exposed to secondhand smoke increase their risk of developing heart disease by 25 to 30 percent and increase their risk of developing lung cancer by 20 to 30 percent; and,

WHEREAS, children are more likely to have lung problems, ear infections and severe asthma from being around tobacco smoke, and more than 40 percent of children who go to the emergency room for asthma attacks live with a smoker and a severe asthma attack can put a child's life in danger; and,

WHEREAS, exposure to secondhand smoke doubles an infant's risk of Sudden Infant Death Syndrome (SIDS); and,

WHEREAS, The Santa Rosa County Tobacco-Free Coalition is striving through community outreach and policy initiatives to educate and inform the citizens of the county on the dangers of secondhand smoke; and,

WHEREAS, Tobacco Free Florida is a statewide campaign which educates the public about the health issues of secondhand smoke exposure, the importance of quitting tobacco use, promotes tobacco cessation and prevention, and strives for a smoke-free environment for future generations; and

WHEREAS, the focus of Tobacco Free Florida Week is to educate, empower and inspire Floridians to seek out smoke-free air for all and to understand the importance of creating a Tobacco Free Florida; and

WHEREAS, the state of Florida is committed to the goals and objectives of Tobacco Free Florida Week through a variety of public health activities and programs;

NOW THEREFORE, I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, Florida, do hereby proclaim extend greetings and best wishes to all observing March 26 to April 1, 2012 as

TOBACCO FREE FLORIDA WEEK

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 2ND day of APRIL, 2012.

Marita Rhodes, City Clerk

Beverly H. Zimmern, Mayor



P.O. Box 929
Milton, FL 32570



March 16, 2012

The Honorable Beverly Zimmern, Mayor of Gulf Breeze
and Members of the Gulf Breeze City Council
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Dear Mayor Zimmern and Members of the City Council:

The Santa Rosa County Tobacco-Free Coalition is a working partnership comprised of a variety of individuals, community organizations, Students Working Against Tobacco, and governmental entities committed to reducing the prevalence of tobacco use in Santa Rosa County. The Coalition is working in several areas including preventing initiation of tobacco use, elimination of secondhand smoke, and promoting cessation of tobacco use. These important issues have significant negative consequences on the health and economy of our community.

- There is no risk-free level of exposure to secondhand smoke (SHS). Breathing even small amounts of secondhand smoke can be dangerous.
- Non-smokers who are exposed to secondhand smoke at home or at work increase their risk of developing lung cancer by 20 to 30 percent.
- Non-smokers who are exposed to SHS at home or at work increase their risk of developing heart disease by 25 to 30 percent.
- A resident who smokes in a single unit within a multi-unit residential building puts the residents of the other units at risk. Tobacco smoke can move along air ducts, through cracks in the walls and floors, through elevator shafts, and along plumbing and electrical lines to affect units on other floors.
- The main place young children breathe secondhand smoke is in their homes. Almost 3 million children in the U.S. under the age of 6 years old breathe secondhand smoke at home at least 4 days per week.

On behalf of the Coalition, I invite you to join in the observance of Tobacco Free Florida Week March 26-April 1, 2012 by signing and returning the enclosed proclamation in support of our efforts to reduce the harmful impact of tobacco use in Santa Rosa County.

Thank you for your continued support of our tobacco control efforts in Santa Rosa County.

Sincerely,

Diane Farris
Chair, Santa Rosa County Tobacco-Free Coalition



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 3/21/2012

Subject: **Ordinance 02-12, Incorporating Chapter 26, Development Standards in the Community Redevelopment District**

The City has reviewed plans for development in the Community Redevelopment District against a set of design guidelines for several years. The City Council directed staff to prepare an Ordinance which would incorporate these guidelines into the City's Code so that the guidelines would have the same weight and control as any other provision of the Land Development Code.

Ordinance 02-12 was prepared to effect this action. It was approved on First Reading on March 19, 2012.

RECOMMENDATION:

THAT A PUBLIC HEARING BE HELD ON APRIL 2, 2012 AND THAT ORDINANCE 02-12 BE APPROVED ON SECOND READING.

ORDINANCE NO. 02-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO DEVELOPMENT STANDARDS AND REQUIREMENTS AND DESIGN GUIDELINES FOR USE IN THE COMMUNITY REDEVELOPMENT DISTRICT; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Gulf Breeze to prepare and enforce a comprehensive plan for the development of the City; and,

WHEREAS, Section 163.3202, Florida Statutes, and Chapter 91-24, Florida Administrative Code, provides that design and development standards based on the Comprehensive Plan be included in land development regulations; and,

WHEREAS, the City Council for the City of Gulf Breeze has the responsibility to provide specific design and development guidelines for all development and redevelopment within the City; and,

WHEREAS, Chapter 26 contains the regulations for any development within the Community Redevelopment Agency (CRA) district; and,

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

SECTION 1 – CHAPTER 26 is hereby replaced in its entirety and to read as follows:

**CHAPTER 26
COMMUNITY REDEVELOPMENT AREA DESIGN STANDARDS**

ARTICLE I. GENERAL.

Sec. 26-1. Purpose and Intent.

26-1.1. Purpose.

The purpose of these design standards established in this chapter is to:

1. Guide the development within the Community Redevelopment Area (CRA) as referenced in Chapter 14, Article IV of the City of Gulf Breeze Code of Ordinances , toward creating a cohesive urban pattern of buildings and streetscapes that balance the pedestrian and traffic needs of residents;
2. Encourage protection and buffering of residential uses and environmental resources from the impacts of non-residential development;

3. Maintain and improve the image and appearance of development by encouraging visually sensitive designs, which will result in quality development; and
4. Preserve health, safety and welfare by promoting and requiring structures that maintain a high residual value.

26-1.2. Intent.

The design standards in this chapter are intended to encourage design diversity and variation. Special attention has been placed on the creation of standards that ensure a quality, safe and functional urban environment. The integration of effective vehicular and pedestrian standards as well as pedestrian accessibility is of primary concern for new development and redevelopment. For more detailed explanation of the standards and graphic examples of recommended, acceptable, and prohibited scenarios refer to the "City of Gulf Breeze Community Redevelopment Agency and Central Business District Design Guidelines" (CRA Design Guidelines) adopted June 2006, as amended.

Sec. 26-2. Applicability.

- A. The design standards contained in this chapter are applicable to all new development and redevelopment activities within the CRA, except for single-family residential structures, notwithstanding any provision of the Land Development Code (LDC) to the contrary, including sections 21-31 and 21-32 (non-conforming uses). Unless otherwise noted, where LDC provisions from other chapters conflict with the standards established in this chapter, the more restrictive standards of this chapter shall apply.
- B. In the event the City makes a finding that the literal enforcement of the standards of this article would result in an unnecessary or undue hardship, the board of adjustment may grant a special exception or variances pursuant to Chapter 20, Division 5 of the LDC.
- C. In the case of redevelopment, the standards set forth in this chapter shall apply if:
 1. The building floor area is being increased by more than 30%;
 2. More than 50% of the building area is being replaced; and/or,
 3. The existing building is being redeveloped and the cost of redevelopment is greater than 50% of the assessed value of the building.
 4. Section 26-11 shall apply in the case of replacement or repair of an existing sign when:
 - a. A sign at an existing business is replaced, even when no changes or only minor changes are contemplated to the existing structure or structures on a site;
 - b. A sign is deemed to be damaged to the point where repairs are equal to or more than 50% of the replacement value of the sign;
 - c. Improvements or modifications to a sign are contemplated that are equal to or more

than 50% of the replacement value of the sign; and/or

- d. A sign, the sign, the sign logo, reader board, or copy area of a sign is increased by 25% or more.

5. Section 26-11 shall apply in the installation of a new sign at an existing business.

- D. Because the character of the land within the CRA differs from one location to another, this chapter establishes general standards that are applicable to the entire CRA District, as well as specific standards that apply to all land located within the Central Business District (CBD) and the Gulf Breeze Parkway (US 98) District, as identified in the CRA Design Guidelines.

Sec. 26-3. Definitions.

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

Alley means a permanent service-way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Arcade means a series of arches supported by columns or pillars, a covered passageway, or recessed galleries with columns or piers open to the street.

Arcade Hanging Sign means a sign attached to the underside of a canopy, awning, lintel, arch, or other overhead spanning member of a porch or walkway, and which is hung either perpendicular or parallel to the building façade, but not intended to be read from the street.

Architectural Style

Italianate means a style characterized by a rectangular shape, gently sloping roofs, tall, rounded windows, columned entryways, square towers or cupolas, and low-pitched or flat roofs, frequently hipped..

Mediterranean means a style characterized by asymmetrical facades, arched openings, masonry or stucco/textured walls, corner towers, balconies, and, gabled, hipped, shed, or combination roofs.

Neo-classical means a style characterized by symmetry in building form and windows, rounded entryways, columns, and elaborate doorways with decorative surrounds and pediments, cupolas, and side-gabled or hipped, medium pitched roofs.

Awning means a sheltering screen, usually of canvas fabric, supported and stiffened by a rigid frame, extending over or before any place which has windows, doors, outside walks or the like, and providing shelter or protection against the weather.

Block Face means that portion of a block that abuts an individual street.

Block Layout means the arrangement of lots and alleys contained within a city block.

Building Site means any group of one or more lot(s) or parcel(s) occupied or intended for development as a unit, whether or not as part of a larger *Development Site*.

Commercial/Main Street Building means the type of building typically found along main street settings. Commercial/Main Street buildings are normally organized into distinct sections or zones, commonly containing one or two parts.

- a. One-part (generally a one-story building) formed by a storefront and a cornice topped by a parapet. Large show windows are generally placed within this framework to display merchandise and light the interior. The wall area between the windows and the cornice provide a place for advertising and made the façade appear taller.
- b. Two-part (generally a multi-story building) organized into upper and lower zones. The design of the lower zone is essentially the same as the one part façade. The building contains different uses in each zone. The lower zone generally houses public spaces (mentioned above), while the upper zone often provides space for private uses, such as apartments, offices, hotel rooms, and meeting halls.

Development Project means any commercial project that involves the following: 1) a new use of vacant property, or 2) new construction, rehabilitation, or remodeling of any existing building or any ancillary building. However, projects involving an interior modification to an existing building are specifically excluded as a *Development Project*.

Development Site means the property under consideration for a development, which may contain one or more Building Sites and shall be under single ownership at the time of application. Should the *Development Site* contain more than one *Building Site*, any applicable Development Site setback requirements shall be established from the *Development Site* perimeter.

Facade, primary means the side of the building facing the *Primary Lot Frontage*.

Facade, secondary means the side of the building facing the *Secondary Lot Frontage*.

Landscaping means all areas of the site that consist of, but are not be limited to, grass, ground covers, shrubs, vines, hedges, trees, berms, and architectural landscape features and material.

Lot, Corner means a lot whose lines are adjacent to two or more streets from their point of intersection.

Lot Depth, mean means the mean distance from the front street line of the lot to its opposite rear line, measured in the mean general direction of the side lines of the lot.

Lot Frontage means the linear distance measured along the narrow dimension of a lot adjoining a street right-of-way.

Lot Frontage, Primary means that side of the lot abutting a street along the narrow dimension of the lot.

Lot Frontage, Secondary means that side of the lot abutting a street which is not the primary frontage.

Lot, Interior means a lot other than a corner lot.

Lot Line (or Property Line) means any legal boundary of a lot. Where applicable, the lot line may coincide with the right-of-way line.

Massing means the width, volume and proportions of a building and its parts.

Pedestrian Alleyways means corridors or courtyards used primarily for the purpose of providing a pedestrian connection between the public sidewalks and the parking areas located behind the businesses.

Plaza means corridors or courtyards used primarily for the purpose of providing a pedestrian connection between the public sidewalks and the parking areas located behind the businesses.

Right-of-Way means the strip of land owned or controlled by the City or another governmental agency over which the public has a right of passage, including the streets, parkways, medians, sidewalks, and driveways constructed thereon. For the purpose of this chapter “right-of-way” excludes alleys.

Storefronts means the type of façade a commercial-style building would have at the street level. Storefronts emphasize transparency and normally include large display windows with framing; a recessed entrance; a cornice or a horizontal sign panel at the top of the storefront to separate it from the upper façade; and low bulkheads at the base to protect the windows and define the entrance.

Street wall means a low, solid or semi-solid wall that provides a defined urban edge along an alley or street.

Transparent material means a material that admits light without appreciable diffusion or distortion, so that objects beyond are entirely visible. Examples include: clear glass and Plexiglas.

Translucent material means a material that admits diffused light, so that objects beyond cannot be clearly distinguished. Examples include: tinted glass, smoked glass, and glass block.

ARTICLE II. CRA DISTRICT STANDARDS

Sec. 26-4. Applicability.

The standards in this article are applicable to the entire CRA District to address site design, building orientation, scale, and massing, with the intent to create an aesthetically cohesive character and provide for efficient vehicular and pedestrian circulation patterns throughout the entire district.

Sec. 26-5. Block Layout.

- A. When developing large parcels, applicants shall create streets and/or a vehicular driveway pattern that connects to the surrounding streets and parcels in the vicinity, or allows for future connections.

- B. New development, except for civic and institutional uses, shall not be allowed to vacate existing rights-of-way to form mega/super blocks, unless street/vehicular drives are developed consistent with Paragraph A, above.
- C. Redevelopment of properties/blocks where rights-of-way were previously vacated shall be required to establish a new network of streets as well as alleys, if appropriate, consistent with Paragraph A, above.

Sec. 26-6. Building Placement and Orientation.

- A. Building facades shall be oriented toward the right-of-way, which, for the purpose of this chapter, includes a public street or an entrance boulevard to a private development. If there is more than one right-of-way, such as occurs on a corner or double frontage lot, every facade that faces a public right-of-way shall have architectural detail and appearance consistent with the primary facade.
- B. The minimum front yard and side-corner setback for buildings shall be zero feet.
- C. Side yard setbacks shall be a minimum of zero feet, if the adjacent property also has a zero-foot setback, and a maximum of ten feet. In the event the side yard setback is more than ten feet, due to the location of the parking area, the building frontage shall occupy a minimum of 50% of the lot frontage and a street wall shall be installed between the building and the side property line.
- D. Parking garages located adjacent to any rights-of-way must provide a primary façade or liner buildings) facing the rights-of-way.
- E. Large anchor stores may be located in the rear of a development site only if additional buildings are located along the street frontage meeting the required setbacks and standards of this section. These additional smaller buildings, which may be located within outparcels, shall be designed to frame the street, enclose parking lots, and create entrance boulevards.

Sec. 26-7. Architectural Styles.

- A. New buildings or redevelopment of buildings in the CRA must be built using Italianate, Neo-Classical, or Mediterranean architectural styles. The elements that comprise a building, including the building form, scale, fenestration, materials, and color, must be consistent with the style selected.
- B. Architectural style and details for accessory buildings or structures (i.e., storage buildings, canopies for gasoline pumps) shall match the style of the predominant building.
- C. If a developer/owner submits a design for a building that has an architectural style not listed in Paragraph A, above, the architecture review board shall review the compatibility of the proposed building for consistency with the required styles and adjacent architecture on a case-by case basis. The City may allow use of an alternate architectural style if:
 - 1. Use of one of the required architectural styles listed above would be inconsistent or

incompatible with the architecture in adjacent buildings; and,

2. Use of one of the required architectural styles listed above would be detrimental to the economic development of the City and the CRA..

Sec. 26-8. Building Form, Materials, and Color.

The elements of a new or redeveloped building located in the CRA shall meet the standards set forth in this section; provided, however, that the creative design of a building and/or creative use of building elements prohibited herein may be submitted to the City for review and approval by the architectural review board on a case-by-case basis.

26-8.1. Building Facades.

- A. Primary facades shall be enhanced by the use of vertical and horizontal elements. Long, windowless, uninterrupted walls shall not be permitted. Therefore, facades shall not exceed 20 horizontal feet, and ten vertical feet, without including a minimum of three of the following elements:
 1. A change in plane, such as an offset, reveal, or projecting rib with a depth of no less than six inches. Architectural details such as columns, arches, and niches are examples of acceptable variation.
 2. Awnings
 3. Arcades
 4. Changes in compatible colors, materials, and/or texture
 5. Doors
 6. Windows, storefront windows, or display cases
- B. The ground floor of the primary façade shall have at least two of the following elements for at least 60% of the width of the facade:
 1. Public entrances
 2. Arcades
 3. Windows/display windows
 4. Awnings
 5. Landscaping
- C. Secondary building facades shall provide at least two of the design elements required for primary facades, which shall be consistent with the primary facade.
- D. Facades shall not exceed a height-to-width ratio of 1:3 without including at least one of the following elements, in addition to three of the above requirements:
 1. A change in plane, such as an offset, reveal or projecting rib. Such plane projections

or recesses shall have a width of no less than three feet, and a depth of at least six inches.

2. Architecturally prominent public entrance.
 3. Tower or vertical mass, extending above the roof line of the rest of the building.
- E. All exterior facades of outparcel buildings shall be considered either primary facades or secondary façades and shall employ all architectural elements as required by paragraphs A-D, above.
- F. Buildings on corner lots shall include at least one of the following embellishments: cornice details, arches, peaked roof forms, corner towers, clocks, bells, or similar design features at the corner (hardscape design elements, such as pedestrian plazas with artwork or fountains, may substitute for building embellishments on corner lots).
- G. Drive-through windows shall not be placed facing a right-of-way. On lots with frontage on two streets, the drive-through window may be placed facing the secondary street provided that it is screened from the public right-of-way with landscaping. The window and canopy design shall match the overall design of the principal building.

26-8.2. Building Entrances.

A. Primary Building Facades.

Each primary building facade shall have one or more clearly defined, highly visible customer entrance(s) featuring no less than three of the following:

1. Canopies or porticos
2. Overhangs
3. Variations in building height
4. Recesses/projections (minimum three feet in depth)
5. Raised corniced parapets over the door
6. Peaked roof forms
7. Arches/Arcades
8. Columns
9. Outdoor patios
10. Architectural details such as tile work and moldings, which are integrated into the building structure and design
11. Integral planters or wing walls that incorporate landscaped areas and/ or places for sitting
12. Ornamental and structural architectural details other than cornices over or on the

sides of the door

13. Other treatment meeting the intent of this section

B. Primary Entrances to Multi-Tenant Centers.

1. The primary entrances to a multi-tenant center, and the entrances to anchor stores within such a center, shall be highlighted with tower elements, special building materials, and/ or architectural details.
2. Where two major streets intersect, primary entrances shall be provided from both streets. One corner entrance will be a permitted as an exception to this requirement.

C. Secondary Entrances.

Architectural embellishments, awnings, arcades, porches, porticos, landscaping or signs should be used to mark secondary entrances.

26-8.3. Fenestration.

- A. Glass shall be transparent, without color, except for appropriate stained or art glass. The use of darkly tinted or reflective glass on windows or doors is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15% or greater. Darkly tinted glass windows include glass with a visible light transmittance (VLT) rating of 30% or less. All plans submitted to the City shall include the glass manufacturer's VLR and VLT ratings for evaluation. Glass block is not considered transparent and is not permitted in store front windows.
- B. Windows shall be recessed a minimum of one-half inch and shall include visually prominent sills, shutters, stucco reliefs, or other such forms of framing.
- C. Walls that are predominantly mirrored glass or glass curtain walls are prohibited.
- D. Arcades on commercial building facades along US 98/Emerald Coast Parkway shall have a minimum depth of six feet.
- E. Awnings, canopies, and arcades are allowed to project into the building setback, but not into the right-of-way.
- F. The minimum vertical clearance of awnings and arcades shall be eight feet from the lowest point to the sidewalk
- G. Awnings should be made of fabric. High-gloss fabrics, or fabrics that resemble plastic, are not permitted.
- H. Backlit awnings used as mansard or canopy roofs are prohibited.
- I. The highest point of a first floor awning on a multi-story building shall not be higher than the midpoint between the top of the first story window and the bottom of the second-story window sill.

26-8.4. Roofs.

- A. Buildings shall have a rooftop consisting of (but not limited to): cornice treatments, roof overhangs with brackets, steeped parapets, richly textured materials, and/or differently colored materials.
- B. Color bands are not acceptable as the only roof treatment. Bands of color that are typically used for marketing are not allowed.
- C. Cornices are encouraged and should not exceed 24 inches in width.
- D. Mansard roofs are prohibited.
- E. Flat roofs shall be hidden from public view by a parapet of no less than three feet in height.
- F. Roofs shall have no less than two of the following features:
 - 1. Parapets concealing a flat roof and rooftop equipment. The average height of such parapet shall not exceed 15% of the height of the supporting wall. The highest point of the parapet shall not at any point exceed 30% of the height of the supporting wall.
 - 2. A three-dimensional cornice treatment, a minimum of 12 inches in height and having a minimum of three vertical changes in plane, with a variety of thickness in relief ranging from the greatest at the top to the least at the bottom.
 - 3. Overhanging eaves, extending no less than three feet past the supporting walls.
 - 4. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three feet of horizontal run and less than or equal to one foot of vertical rise for every one foot of horizontal run
 - 5. Three or more roof planes per primary facade.

26-8.5. Building Material.

- A. Cedar shakes, metal or steel walls, unfinished block, textured plywood, plastic siding; corrugated or reflective metal panels, and smooth or rib-faced concrete block are prohibited materials.
- B. Encouraged exterior building materials include stucco over masonry, brick, stone, and concrete masonry units. Masonry unit exteriors shall be textured and tinted and shall not create a smooth monotonous wall.
- C. Encouraged materials for sloping roofs include standing seam metal, terracotta tiles, and architectural dimensional asphalt shingles.
- D. Whenever trellises are used, the support columns shall be brick or stone in keeping with the architectural character of the building.

26-8.6. Building Color.

- A. Colors that are garish, gaudy, loud, excessive, or otherwise constitute a glaring and invasive contrast to surrounding buildings, shall be prohibited. Black, as the predominant exterior

building color, and similar monochromatic (all one paint color) schemes are prohibited.

- B. Building colors shall be selected based on the architectural style of the building and compatibility with the colors of adjacent buildings. The architectural styles required by this chapter are characterized by earth based pigments and natural stone colors. Shutters and window sashes are usually painted dark colors, primarily green or black.
- C. Building, trim and detail colors must be complementary.
- D. Paint colors shall be selected from the shades recommended by the National Trust for Historic Preservation.
- E. No more than three different colors or color shades (one primary/body color and no more than two accent/trim colors) should typically be used on a single building.

Sec. 26-9. Civic and Institutional Buildings.

- A. Civic and institutional buildings shall not be located within storefronts, shopping centers or malls, without special exception review and approval by the board of adjustment, and shall be designed in a way that stands out from adjacent developments, rather than blending in.
- B. The setbacks for civic and institutional buildings may be modified to accommodate public gathering space in front of the buildings.

Sec. 26-10. Access, Circulation and Parking.

26-10.1 Access.

- A. The use of shared access driveways is required between adjacent sites. Joint access easements will be required between property owners.
- B. Adjacent parking lots shall be connected to consolidate parking and allow for future shared parking arrangements.
- C. When it is feasible to provide vehicular access to a commercial site from a secondary street, service street or frontage road, without negatively impacting single-family residential uses, it shall be required.

26-10.2. Pedestrian Circulation.

A. Sidewalks.

- 1. A minimum six-foot wide sidewalk shall be required along all public rights-of-way adjacent to a development site.
- 2. Sidewalks located internally within private developments shall be a minimum four feet wide; however, five feet wide sidewalks are encouraged.
- 3. All sidewalks shall be constructed of concrete, concrete pavers, bricks, or a combination (i.e., concrete sidewalk with concrete paver or brick edging and/or expansion joints) and shall meet City specifications.

4. Internal sidewalks that cross vehicular driveways shall be slightly raised at a different grade than the driveway, incorporated into a speed hump.
5. Sidewalks shall be provided to connect the primary building entrance to public streets, external sidewalks, and outparcels. Whenever feasible, these sidewalks shall be covered or semi-covered (i.e. trellis, canopy, vines).
6. Internal sidewalks shall be provided every 200 feet, at a maximum, to connect rear parking lots to public sidewalks.
7. Covered visitor drop-off areas shall be provided at entrances to institutional and civic buildings.

B. Crosswalks.

1. All street crossings will have six-foot crosswalks of patterned, textured concrete, design and color as specified by the CRA Design Guidelines, edged with transverse white reflective lines.
2. A custom Oak Medallion (stamped asphalt), as specified in the CRA Design Guidelines shall be placed on the pavement in the center of key intersections, other than US 98, as funding allows.

26-10.3. Vehicular Circulation and Parking.

A. Parking Areas.

1. Parking areas shall be located to the rear or side of the primary building face . Parking areas located to the side of a building shall not extend more than 50% of the lot width and a street wall shall be constructed that visually extends the building frontage.
2. Where a commercial use abuts a residential zoning district, the parking area shall not be located within the required building setback abutting the residential area.
3. Parking areas shall be placed and designed to avoid conflicts between vehicular and pedestrian activities to the maximum extent possible.
4. As an incentive to reduce impervious paving and encourage landscaping, the required parking space length in commercial developments may be reduced by two feet if abutting a landscape area. Wheel stops or curbs shall be required to prevent encroachment into the required planting area.
5. Large parking lots shall be visually and functionally segmented into smaller lots with landscaped areas (i.e., landscape strips and/or islands meeting the requirements of Section 26-13).
 - a. No single parking area shall exceed 120 spaces without a landscaped strip that includes a sidewalk connected to the commercial building(s). The width of the landscaped strip shall vary depending on whether vehicles are allowed

a two-foot overhang and/or whether a sidewalk is included in the landscaped strip.

- b. A continuous landscaped strip shall be provided every other double row of parking and shall extend for the entire length of the row. The width of the landscaped strip shall vary depending on whether vehicles are allowed a two-foot overhang and/or whether a sidewalk is included in the landscaped strip.
6. Parked cars shall be screened from public rights-of-way.
 7. Consolidated/shared parking with outparcels is encouraged to reduce the amount of asphalt.
 8. Where a mix of uses creates staggered peak periods of parking demand, shared parking may be utilized to reduce the total amount of required parking. The applicant shall demonstrate that the parking supplied will be adequate to meet the needs of the various uses on the site.
- B. Drive-through Facilities.
1. A pass-through lane shall be required for all drive-through facilities.
 2. The pass-through lane shall be constructed adjacent to the stacking lane(s) in order to provide a way out of, or around, the stacking lane(s).
- C. Transit, Pedestrian and Bicycle Facilities.
1. Mixed-use, large-scale developments and shopping centers shall incorporate bicycle parking/storage in their design.
 2. Large-scale retail developments (one or more retail tenants providing 50,000 gross square feet or more) located on an existing transit route shall provide on-site accommodations for public transit access, including a bus pullout and shelter. If located on a possible future transit route, the development shall reserve an area of sufficient size to provide these accommodations in the future.

Sec. 26-11. Fences/Walls.

26-11.1. In General.

- A. Fences and walls between commercial uses are discouraged, unless they are necessary to screen a service area from public view.
- B. Large fenced areas such as garden centers and home improvement supply yards visible from the public right-of-way shall be screened with vinyl-coated chain link or other decorative fencing material. The area shall be landscaped and designed to be compatible with the design of the building facade.

26-11.2. Fence/Wall Height.

- A. Screen walls shall not exceed six feet in height measured from the lowest grade at the base.

- B. Street walls shall be a minimum of three feet and a maximum of five feet in height measured from the lowest grade at the base. Walls greater than three feet in height shall be no more than 50% solid.

26-11.3. Fence/Wall Design and Materials.

- A. Chain link fences shall not be permitted within the CRA, except as noted specifically in this section.
- B. Screen walls and street walls shall be constructed using brick with a limestone (real or dry-cast) or stucco cap. All street walls shall be finished on both sides of the wall. Street walls may also be made of metal fencing between brick piers as long as ornamental vines are planted at 30 feet on-center. The vines shall be a three gallon minimum at planting.
- C. Corner and gate columns must include a cap piece, which may extend up to 12 inches above the allowable wall/fence height.
- D. Cast stone medallion accents are encouraged for brick piers, particularly at entrances and corners. A cast stone frieze may also be used to accent a brick street wall. The design of the medallion and frieze shall be consistent with the style of the building.
- E. Living walls of plant material shall screen electric transformers, back flow preventers, air conditioning units, and other unsightly utilities, to the extent that the operation and maintenance of these items are not jeopardized.
- F. Where slopes for a stormwater management pond are such that fencing is required, only ornamental metal fences shall be allowed. Landscaping shall be required that meets the standards established for parking lot perimeter landscaped areas (see Section 24-?).

Sec. 26-12. Pedestrian Amenities.

At least one pedestrian amenity, such as public art, decorative fountains, gazebos or trellises, outdoor seating area, play area for children, or courtyard shall be provided for every 45,000 gross square feet of development.

Sec. 26-13. Landscaping and Buffering.

- A. Existing native trees shall be maintained to the extent possible and protected during construction.
- B. Where landscape strips are located between the public sidewalk and travel lanes a minimum of one-third of the strip shall be sodded with turf grass, another one-third with a vegetative ground cover other than sod turf/grass, and the rest with shrubs.
 - 1. Sod/turf grass shall be installed in solid, staggered panels. Solid coverage of grass areas shall be required at the time of planting.
 - 2. Living groundcover shall be installed at a spacing so as to achieve solid cover within one year of planting under normal conditions.

3. Ornamental shrubs shall be a three-gallon to five-gallon minimum, depending on the species.
- C. A shade tree planted every 40 feet on center or a canopy tree planted every 20 feet on center, depending on the location of overhead utility lines, is required in the landscape strip.
- D. Evergreen shrubs used for screening utilities (AC units, transformers, etc.) within the site shall be five-gallon size, with a four-foot height minimum at planting. The number of shrubs placed along a buffer shall equal one-third of the buffer frontage in feet.
- E. Drive-through lanes shall be screened from the right-of-way as follows:
 1. Shrubs at least 30 inches in height at the time of installation shall be planted 36 inches or less on center.
 2. Within one year of initial installation, shrubs shall have attained a minimum height of four feet to provide an opaque vegetative screen between the street and the drive-through. The shrubs must be maintained at that height and shall continue for the entire length of the drive-through cueing or stacking area. In lieu of a vegetative screen, the use of vegetated berms, with appropriate landscape materials, may be used in a manner that results in the visual separation of street right-of-way and the drive-through.

Sec. 26-14. Irrigation.

- A. All landscape and grassed areas shall be irrigated by an automatic, underground irrigation system. Heads for grass areas shall be on a separate zone from landscape beds.
- B. All plant containers will be irrigated by drip tubes on zones of the irrigation systems that are dedicated to drip lines.
- C. All irrigation systems shall meet the State of Florida rain sensor requirements.

Sec. 26-15. Decorative Street Lighting.

- A. General
 1. The City shall provide specifications for the design, installation, and technical specifications for the decorative street lighting system for the CRA.
 2. All decorative street lights shall be placed within landscape strips.
 3. If bollards are desired in addition to streetlamps, they shall be lighted bollards that match the streetlamp poles.
 4. Alternating street lights shall feature twin banner arms.
- B. Two- to Three-Lane Streets.
 1. Decorative street lamps are to line both sides of the street at a spacing to achieve the City's lighting specifications.

2. Every other light will feature twin-hanging baskets planted with seasonal color and vines alternating with banners. Drip tube for irrigating the baskets will be routed through the pole and planter arms.

C. Four- to Six-Lane Streets.

1. Decorative street lamps are to line both sides of the street at a spacing to achieve the City's lighting specifications.
2. Double head streetlights that meet the City's specifications may be placed in a landscaped median.

Sec. 26-16. Underground Utilities, Mechanical Equipment, Outdoor Storage.

- A. Utilities shall be placed underground to reduce damage and danger during strong storms. Underground utilities also improve the overall aesthetics of the streetscape.
- B. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties.
- C. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design and construction for these areas shall be of materials of comparable quality and appearance as that of the primary building. To the extent possible, areas for outdoor storage, trash collection, and loading shall not be located adjacent to residential areas. However, if necessary to locate adjacent to residential lots, they shall include a visual and solid acoustic buffer. When the loading and/or refuse collection area is adjacent to a residential district, deliveries and collections shall not occur between 10:00 pm and 7:00 am. To the extent possible, commercial vehicular idling shall not be allowed in areas adjacent to residential lots. Signage shall be installed prohibiting vehicular idling in areas adjacent to residential lots.
- D. Shopping cart storage shall be located inside the building or shall be screened by a four-foot high wall consistent with the building architecture and materials.

Sec. 26-17. Stormwater Management Ponds.

- A. Stormwater areas shall be designed as amenities if visible from the public right-of-way.
- B. Native landscaping is required to soften the visual appearance of the ponds edges. No exotic invasive plants are permitted.
- C. The pond edges should be sloped so as to avoid the necessity of fencing. Where slopes require fencing, only ornamental metal fencing will be allowed.
- D. To reduce the size of stormwater ponds that are not designed as amenities, porous concrete, underground storage and exfiltration are encouraged for paved areas.

Sec. 26-18. Signs.

26-18.1. Monument Signs.

- A. The only type of freestanding sign to be allowed is a monument sign.
- B. Monument signs shall only be allowed if the building is setback more than 15 feet from the front property line. Where allowed, the signs shall identify the business (where there is only one business on the site) or the complex (multi-tenant development).
- C. Monument signs may be displayed only if they pertain exclusively to the business carried on within the building or on the premises of the business which designates a business area or section.
- D. All components of the sign shall be architecturally compatible with the style, composition, materials, color and level of detail of the principal structure.
- E. Monument signs shall be limited to eight feet in height.
- F. Monument signs shall have 60 percent or more of the base in contact with the ground.
- G. Each individual business establishment shall have no more than 50 square feet of total sign area (100 square feet including both sides of sign), with an additional 25 square feet (50 square feet including both sides) for use by that business for a sign of the readerboard type. If a readerboard is utilized, the readerboard sign shall be a part of and shall be incorporated within the same assembly as the principal sign. If the readerboard sign is placed parallel or at an angle of not more than 45 degrees to the street, a maximum of two signs, each of not more than 25 square feet, may be utilized as readerboard signs, and the reverse side facing the business shall be blank.
- H. Each unified group of stores may have one monument sign of an area equal to ten square feet per 20 linear feet of building frontage up to a maximum sign area of 200 square feet (400 square feet including both sides).

26-18.2. Application of Chapter 23.

The provisions of Chapter 23 of the Land Development Code apply to all signs within the CRA: provided, however, in the event of conflict between the provisions of this Article and those set forth in Chapter 23, the provisions of this Article shall control and be adhered to.

Sec. 26-19. Reserved.

ARTICLE III. CENTRAL BUSINESS DISTRICT (CBD) STANDARDS.

Sec. 26-20. General.

26-20.1. Intent.

The aesthetic character for the CBD is that of a continuous building facade along the right-of-way

that identifies this area as the City's center of commerce and activity. In the CBD, visitors are anticipated to park in convenient locations and walk from one establishment to another, therefore the focus in the CBD District is to accommodate pedestrians.

26-20.2. Applicability.

The design standards in this article are applicable to all development and redevelopment, except for single-family residential dwellings, within the Central Business District (CBD). The CBD District standards shall be applied in addition to the standards contained in Article II, CRA District Standards and, if located abutting US 98, the standards contained in Article IV, Gulf Coast Parkway (US 98) district. Whenever there is a conflict between Article II or Article IV and this article, the most restrictive shall apply.

Sec. 26-21. Building Placement.

- A. New buildings in the CBD District shall be located a minimum two and one half feet (2.5') from the front and side corner property lines. Major renovations and redevelopment of existing projects shall be required to meet this standard to the maximum extent feasible.
- B. Any building set back 20 feet or more from the front and side property lines, for up to 50% of the building frontage, shall provide urban landscaped sidewalks and/or pedestrian courtyards, plazas, cafes, fountains, or other public gathering places within that setback.
- C. A street wall shall be required along those portions of the street frontage where the building is recessed or there is no building, except for openings for pedestrian and vehicular entrances. A street wall shall not be required along the recessed part of a building that has at least 70% of the front building wall meeting the required maximum setback
- D. Minimum side yard setbacks for development in the CBD District shall be zero feet, except:
 1. If the adjacent development has a side yard setback of five feet or less, the proposed development shall allow for a ten-foot separation between buildings.
 2. If the adjacent development was built to the side property line, the development on the proposed development site shall also be built to the property line.
- E. In no event shall the side setbacks (both sides of the site combined) exceed 50 percent of the street frontage. The area between the building and the side property line shall include a street wall to ensure facade continuity.

Sec. 26-22. Facade Continuity.

- A. The number of gaps between buildings along the block face shall be limited. Street walls are required in the CBD to maintain this continuity (see Section 26-11).
- B. When a gap occurs between two buildings, the following alternatives shall be considered to avoid breaking the facade continuity:
 1. Pedestrian passageways/courtyards maybe provided to connect the street front and

the rear parking areas, especially throughout the center of a large block.

2. A street wall or low decorative façade connecting the two buildings may be provided along the entire portion of the street frontage not devoted to pedestrian or vehicular access. The street wall shall meet the design requirements as stated in Article II of this Chapter.
3. When vehicular access is necessary to provide access to side or rear parking, a gateway, arch or similar feature may be provided. The width of the driveway shall not exceed 24 feet.
4. Lots that have been vacant for a period of more than six months and are located between development sites that meet the standards of this article shall install a street wall or hedge along the property line/public sidewalk.

Sec. 26-23. Outparcels/Drive-Through Facilities.

- A. Outparcels are not appropriate within the CBD, unless the sites are designed to comply with the standards of this Chapter.
- B. Drive-through facilities are discouraged in the CBD, unless they can be accommodated within the parameters of the CBD urban form. The lanes and windows must be screened entirely from the public right-of-way.

Sec. 26-24. Parking.

26-24.1. Shared/joint Parking Facilities.

Shared/joint parking facilities are encouraged within the CBD. New development or redevelopment projects shall be required to design a vehicular circulation plan that will allow for immediate or future linkage between adjacent properties' parking lots, when feasible. The owners/developers of the new development/redevelopment project shall contact the adjacent property owners and try to negotiate an agreement for shared/joint parking facilities.

26-24.2. Use of Public Parking Facilities.

Use of public parking lots within 200 feet from a development site, and on-street parking spaces adjacent to the site, may be acceptable to meet parking space requirements. The owner/developer would be required to enter into an agreement with the City to use public parking spaces.

26-24.3. Parking Lot Landscaping.

Each landscape island within a parking lot shall contain at least one canopy tree or two understory trees (four inch caliper minimum each at planting). Landscape islands adjacent to a head-to-head parking row will contain at least two canopy trees or four understory trees (four inch caliper minimum each at planting). These trees may be planted in clusters or spaced in formal rows. A palette of approved trees is included in the appendix of the CRA Design Guidelines.

Sec. 26-25. Building Perimeter Planting.

- A. There shall be a perimeter landscape strip between the public sidewalk and the building. This area shall be landscaped with accent shrubs, ground covers, vines and seasonal color. This area may be paved if containers and/ or planter boxes are used to accent the windows and doors.
- B. All plant containers and the landscape strips shall be irrigated with drip tubes on irrigation zones dedicated to drip systems.

Sec. 26-26. Right-of-Way Design.

26-26.1. Intent and Applicability.

- A. Intent. The intent of the standards in this section is to provide private developers a framework in which to provide formal, on-street parking (parallel or angled) within the right-of-way of two-lane streets located within the CBD District, which accomplishes three purposes:
 - 1. Vehicular traffic is slowed down so that is safer for pedestrians and parking maneuvers;
 - 2. Convenient parking is available close to buildings; and
 - 3. Provides a better design alternative to the typical surface parking lots that can be unsightly from the street.
- B. Applicability. The standards in this section shall apply to all streets located within the CBD except for Gulf Breeze Parkway/US 98 (See Article IV of this chapter). The City shall coordinate with the developer during the development review process to decide whether, and what type of, on-street parking facilities, as described below, are required.

26-26.2. On-Street Parking Requirements.

- A. Parallel and angled parking spaces shall meet the dimensions specified in Section 24-39(10). Landscape islands ("bump outs") as wide as the parking area will be required at the end of each parking row and at street intersections.
- B. Construction of a two-foot wide, Type "F" curb and gutter section is required.
- C. A minimum six-foot to maximum eight-foot wide sidewalk shall be constructed adjacent to the parking spaces comprised of materials and of a construction that meet the City's specifications.
- D. A minimum five-foot to maximum ten-foot wide landscape strip separating the sidewalk from the building or street wall is required.
- E. A shade tree planted every 40 feet on center or a canopy tree planted every 20 feet on center, depending on the location of overhead utility lines, is required in the landscape strip.

Sec. 26-27. Streetscape Furnishings.

- A. Developers within the CBD District are encouraged, and may be required, to provide certain streetscape furnishings as described in this subsection, within the public right-of-way in front of the development site. The location of these furnishings requires coordination with and approval from the City and the FDOT if applicable. The CRA Design Guidelines includes vendors and required streetscape furnishings' styles. A. Sculptures and decorative fountains, if proposed in common areas within the CBD, shall be selected to complement the approved architectural styles.
- B. Newspaper stands, if any are proposed within the development or within the public right-of-way, shall be grouped together in a custom made black metal enclosure in keeping with the Italianate and Neo-classical st approved architectural styles.
- C. Information kiosks, if used within the development or the public right-of-way, shall be designed to coordinate with the newspaper stands.
- D. A water fountain and a bike rack shall be installed within the landscape strip adjacent to the sidewalk, spaced every 1,000 feet minimum along local interior streets.
 - 1. An additional water fountain/bike rack combination shall be installed at each public open space or plaza if not within 50 feet of the one on the public right-of- way.
 - 2. Bike racks shall be constructed of black metal and shall be set perpendicular to the street so that parked bicycles do not impede pedestrian circulation.
- E. Waste receptacles grouped with plant containers shall be installed at each street intersection on opposite corners.
 - 1. Additional waste receptacles shall be spaced every 600 feet at a maximum.
 - 2. All waste receptacles shall be grouped with one or two plant containers of staggered heights.
 - 3. Each plant container shall be planted with a feature plant of colorful foliage or flowers. The remainder of the container shall be planted with seasonal color to be replanted three times per year.
 - 4. All plant containers shall be irrigated by drip tubes on their own zone of an automatic irrigation system or on other zones dedicated to drip systems.
- F. Benches shall be located to one side of the public sidewalk spaced every 300 feet at a maximum. Benches may be located adjacent to the waste receptacle/ planter groupings.

Sec. 26-28. Traffic and Wayfinding Signs.

26-28.1. Traffic and Street Signs.

Fluted aluminum poles shall be used for traffic and street signs to match the style of the street lamp poles. The CRA Design Guidelines includes vendors and required styles. The signage shall meet

FDOT requirements.

26-28.2. Wayfinding Signs.

Wayfinding signs may be installed by the City within the public right-of-way. The location and business names to be displayed will be determined on a case by-case basis.

Sec. 26-29. Reserved

ARTICLE IV. GULF BREEZE PARKWAY (US 98) STANDARDS.

Sec. 26-30. Parking.

- A. Due to the speed and volume of traffic, no on-street parking will be permitted on US 98.
- B. Parking lots along US 98 shall be accessed through secondary streets, service roads, or entrance drives perpendicular to US 98.
- C. The use of joint access driveways is required between sites to reduce the number of access points on US 98. Appropriate cross-access easements will be required.
- D. One bay of parking is the maximum amount of parking permitted in front of buildings facing US 98. Additional parking must be located to the rear or side of the building, in shared parking lots, and/or on adjacent local roads.

Sec. 26-31. Streetscape Elements.

- A. The developer shall be responsible for improving existing sidewalks adjacent to the site to include a minimum six-foot wide sidewalk and a minimum five-foot to maximum ten-foot landscape strip separating the building/street wall from the sidewalk.
- B. Depending on the existence of overhead utility lines, a canopy street tree shall be planted every 40 feet on center, or an understory street tree shall be planted every 20 feet on center, in the landscape strip or within tree grates in the sidewalk.
- C. Improvements on US 98 require approval by FDOT.

Sec. 26-32. Fences and Walls.

- A. Street walls are the only types of fences/walls allowed along US 98.
- B. Any parking between the building and US 98 will be screened by a street wall. The street wall will be set in the landscape area adjacent to the public sidewalk.

SECTION 2 - SEVERABILITY

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

manner affect the validity of the remaining portions of this Ordinance.

SECTION 3 - CONFLICT

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

SECTION 4 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 19TH DAY OF MARCH, 2012.

ADVERTISED ON THE ON THE 22ND DAY OF MARCH, 2012.

PASSED ON THE SECOND READING ON THE ____DAY OF _____, 2012.

By: _____
Beverly Zimmern, Mayor

ATTESTED TO BY:

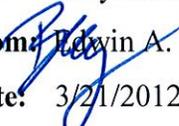
Marita Rhodes, City Clerk



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/21/2012

Subject: **Ordinance 03-12, Amending 21-162 of The Municipal Code Relative to Number of Stories Allowed in C-1 Zoning District**

The Code Section 21-162 currently allows buildings in the C-1 zoning district to be built to a height of 35 feet above grade. The buildings are restricted to 2.5 stories within the 35 feet. This language was included in several zoning districts but was eliminated in favor of a limit on height above with no reference to the number of stories.

Ordinance 03-12 accomplishes the same for the C-1 district. Staff has never really evaluated a proposed structure based on the number of stories.

This Ordinance was approved on First Reading on March 19, 2012.

RECOMMENDATION:

THAT A PUBLIC HEARING BE HELD ON APRIL 2ND AND THAT ORDINANCE 03-12 BE APPROVED ON SECOND READING.

ORDINANCE NO. 03-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO THE HEIGHT OF STRUCTURES; AMENDING SECTION 21-162; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations that limit the height of structures in the C-1 zoning district to thirty-five (35) feet and/or three (3) stories; and,

WHEREAS, the City Council has previously removed the story restrictions for the R-ES, R-1-AA, R-1-A and C-2 zoning districts in 2002.

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

SECTION 1 - Section 21-162 is hereby amended to read:

Sec. 21-162. - Height of buildings.

In the C-1 district building height shall not exceed a total height of 35 feet.

SECTION 2 - SEVERABILITY

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

SECTION 3 - CONFLICT

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

SECTION 4 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 19TH DAY OF MARCH, 2012.

ADVERTISED ON THE ON THE 22ND DAY OF MARCH, 2012.

PASSED ON THE SECOND READING ON THE _____ DAY OF _____, 2012.

By: _____
Beverly Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief *RH*

Ref: Special Event Application

Date: March 22, 2012

The American Diabetes Association has submitted an application for their annual family fun ride bicycling event. The ride is a 42 and 62 mile circuit going to Pensacola and Navarre and begins and ends at the Andrews Institute. Approximately 400 riders are expected. The event will be on Saturday, April 21, 2012 from 6:00am – 1:00pm. ADA will hire three off duty officers to assist with traffic control.

RECOMMENDATION: That the City Council approve the application.





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT

Ryne Crawford 3/22/12

Applicant's Signature Date





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

CITY OF GULF BREEZE

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide at least (30) days prior to the Special Event:

- (a) The name, address, and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.
- (h) Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Ryan D. Crawford 3/22/12
Applicant's Signature Date

[Signature] 3-22-12
Police Department's Approval Date

APPLICATION TO CONDUCT SPECIAL EVENT ON
CITY PROPERTY OR RIGHT-OF-WAY

3/22/12
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name American Diabetes Association
Address 12385 Sorrento Rd #A-2 Pensacola, FL 32507

2. PERSON REQUESTING PERMIT:

Name Lynne Cranford
Address Same
Phone 850-492-6100 / 850-712-9194

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Lynne Cranford
Address _____
Phone _____

4. DATE, HOURS AND LOCATION OF EVENT:

4-21-12 6AM - Noon

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Cycling Fundraising Ride, Tour de Cure, 350 Riders Riding 3 different Routes, Funds Raised from event support the mission of the American Diabetes Assoc. to prevent & cure diabetes and to improve the lives of all people affect by diabetes

Start - Andrews Institute

Lynne Cranford 3/22/12
Applicant's Signature/Date

[Signature] 3-22-12
Police Department's Approval/Date

City Manager's Approval/Date



62 mile ride



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief

A handwritten signature in black ink, appearing to be "RH", is written over the name "Richard Hawthorne" in the "From:" line.

Ref: Special Event Application

Date: March 20, 2012

I have received an application for the annual Elementary school run. The run will be on April 25 from 3:45pm until 4:45pm. This run is a two-mile course that does not interfere with traffic and is never on the roadway. It is staffed with parents and no additional law enforcement support is needed. The school resource officers assist as needed

RECOMMENDATION: That the City Council approve the application.





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT



Applicant's Signature

3/14/2012

Date





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

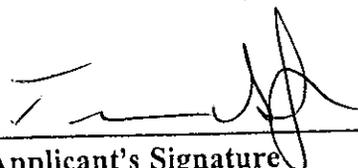
CITY OF GULF BREEZE

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

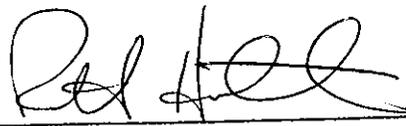
Applicant must provide at least (30) days prior to the Special Event:

- (a) The name, address, and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.
- (h) Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.


Applicant's Signature

3/14/2012
Date


Police Department's Approval

3-20-12
Date

APPLICATION TO CONDUCT SPECIAL EVENT ON
CITY PROPERTY OR RIGHT-OF-WAY

3/19/2012

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Elementary
Address 549 G.B Parkway G.B. FL 32562

2. PERSON REQUESTING PERMIT:

Name Tom Adridge
Address P.O. Box 424 G.B. FL 32561
Phone 850 389-7562

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Tom Adridge
Address _____
Phone SAM?

4. DATE, HOURS AND LOCATION OF EVENT:

4/18/2012 4-25-2012 3:45 to 4:45 PM
G.B. Elem school thru school and city property
2.0K road race

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Road Race
Course: Start Elem School on bus ramp to shopping P.O.
on side walk to library in front around Rec. Center
back to city hall then bike path to Elem school.
2.0K

[Signature] 3/19/2012
Applicant's Signature/Date

[Signature] 3-20-12
Police Department's Approval/Date

City Manager's Approval/Date



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 3/21/2012

Subject: Capital Trust Agency Financing for GMF – Preservation of Affordability Corporation, Acquisition of StonyBrook in Riviera Beach, Florida

Capital Trust Agency is considering final approval of a plan of finance for GMF – Preservation of Affordability Corporation involving the issuance of not in excess of \$14,725,000 in CTA bonds for the acquisition by GMF of the StonyBrook project in Riviera Beach, Florida. A final Resolution will be prepared and a TEFRA hearing will be held on March 26, 2012.

Based on final action of the CTA Board and the outcome of the TEFRA hearing, we plan to make the following recommendation on April 2nd.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT A RESOLUTION ON APRIL 2, 2012 APPROVING A PLAN OF FINANCE AND ISSUANCE OF CTA BONDS FOR GMF – PRESERVATION OF AFFORDABILITY CORPORATION FOR THE ACQUISITION OF STONYBROOK IN RIVIERA BEACH, FLORIDA.

RESOLUTION ___-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION OF CERTAIN MULTIFAMILY RENTAL HOUSING FACILITIES LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$14,725,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 30 (including Amendments No. 14-A, 23-A, and 24-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a public agency and legal entity of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on February 16, 2012, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing or refinancing of the hereinafter described Project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, upgrading, reconditioning, improving and beautification of an existing low income multifamily rental housing facility for persons of low income, as further described on attached Schedule I, namely, the Stonybrook Apartments in Riviera Beach, Florida (the "Project"); and

WHEREAS, the City has been advised that the Agency desires to issue approximately \$14,725,000 of the Bonds for projects on behalf of GMF – Preservation of Affordability Corp., a Tennessee nonprofit corporation qualified to do business in Florida, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") to fund the loan program herein described (the "Plan of Finance"); and

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

WHEREAS, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on _____, 2012, the Bonds and the Plan of Finance have been submitted to a public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on March 26, 2012; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City on _____, 2012. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the Bonds in the aggregate principal amount of approximately \$14,725,000. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate

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

SECTION 3. AMENDMENT NO. 31 TO THE ENABLING AGREEMENT RATIFIED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of an amendment to Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of approximately \$14,725,000 principal amount of revenue bonds for the all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this _____ day of _____, 2012.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

EXHIBIT "B"

**AMENDMENT NO. 31
OF THE ENABLING AGREEMENT**

[Follows]

Schedule I-1

SCHEDULE I

THE PROJECT

Stonybrook Apartments, a 216 unit multifamily rental housing facility located at 1555 Martin Luther King Jr. Blvd., Riviera Beach, Florida 33404, within Palm Beach County, Florida.

Schedule I-1

INTERLOCAL AGREEMENT

This **AGREEMENT** made and entered into this 1st day of April, 2012, by and between the **CAPITAL TRUST AGENCY**, a legal entity and public agency duly created under Chapters 163, Part I and 617, Florida Statutes (hereinafter referred to as the "Issuer"), and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the "Local Agency");

W I T N E S S E T H:

WHEREAS, the Issuer represents that it is a legal entity and public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, Chapter 159, Part II, Florida Statutes; and Chapter 617, Florida Statutes, and other applicable provisions of law (collectively the "Act"), and is empowered pursuant to the Act and a resolution of the governing board of the Issuer, adopted on February 16, 2012, as amended and supplemented (the "CTA Resolution"), to issue revenue bonds for the purposes described on Schedule I attached hereto (the "Local Project") within the jurisdiction of the Local Agency; and

WHEREAS, the Local Agency is authorized to finance projects in accordance with Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, as amended; and

WHEREAS, GMF – Preservation Affordability Corp., a Tennessee nonprofit corporation (the "Corporation") qualified to do business in Florida and whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company") has requested the Issuer to issue its revenue bonds in one or more series and loan the proceeds of such bonds to the Company to finance or refinance the Local Project; and

WHEREAS, the Local Project in the area of operation of the Local Agency will provide a public purpose; in furtherance of the purposes for which the Local Agency and the Issuer were created; and

WHEREAS, the Issuer is willing to issue approximately \$14,725,000 of its revenue bonds (the "Bonds") from time to time in one or more series to provide the financing requested by the Company for the Local Project; and

WHEREAS, Section 163.01, Florida Statutes, and other applicable provisions of law authorize this Agreement by conferring upon the Issuer, as a public agency within the meaning of said section, the authority to exercise or contract by agreement for the Issuer to exercise those powers which are common to it and the Local Agency for the purpose of issuing bonds to (1) make available funds to finance the Local Project located within the jurisdiction of the Local Agency in accordance herewith, (2) establish the reserves therefor, and (3) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Application; Substitution of Bonds.

The Local Agency hereby authorizes the Issuer to issue and apply sufficient proceeds of the Bonds from time to time for the purpose of financing the Local Project by making funds available to the Company for the Local Project. The Issuer shall be the bond-issuing agency with respect to such Local Project for the Bonds. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Issuer or its agents and all payments due from such revenues shall be paid by the Issuer or its agents without further action by the Local Agency.

Section 2. Administration.

The Issuer hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided however, that the Local Agency retains and reserves its right to require reasonable reporting on programs operated within the area of operation of the Local Agency. The Issuer and its agents shall provide the Local Agency with such reports as may be necessary to account for funds generated by this Agreement, upon written request.

The Issuer shall have full authority and responsibility to negotiate, define, validate, market, sell, issue and deliver the Bonds, based upon the amounts required for the financing of the Local Project, and to take such other action as may be necessary or convenient to accomplish such purpose.

Section 3. Reimbursement of Local Agency.

The fees and expenses of the Local Agency shall be paid by the Company in the manner and to the extent mutually agreed upon by the officials of the Local Agency and the Company at or prior to issuance of the Bonds.

Section 4. Term.

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated during any period in which any Bonds issued pursuant to the terms hereof remain outstanding (or a purchase contract for such Bonds is in effect), or during any period in which the proceeds of such Bonds are still in the possession of the Issuer, the Company or its agents pending distribution, unless either (1) the parties to this Agreement mutually agree in writing to the terms of such termination or (2) such termination, by its terms, only applies prospectively to the

authorization to issue any Bonds for which no purchase contract has been entered into. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of the Bonds pursuant to this Agreement.

Nothing provided herein shall transfer any rights or stop the Local Agency from exercising any rights of approval or review the Local Agency may have with respect to the acquisition, construction, or operation of the Project under law or contract, including, without limitation, any rights of approval or review with respect to land use permitting or as owner or lessor of any property on which the Project is located or which is affected by the Project.

Section 5. Indemnity.

The Issuer agrees that, to the extent permitted by law, the Issuer will require the Company to hold (i) the Local Agency, its officers, agents and employees, harmless from any and all cost, expense, charges or liability, including payment of all applicable costs and reasonable attorneys fees, arising out of or attributable to the Local Agency's involvement with the financing and/or operation of the Local Project, including but not limited to the repayment of principal of and interest or penalty on the Bonds and payment or reimbursement of any costs, fees, charges or other amounts that may become payable in any manner whatsoever relating to the Bonds, any governmental proceedings in connection therewith, or relating to or arising on account of this Agreement, and (ii) the members and officials of the Local Agency harmless from any and all liability, including payment of all applicable costs and reasonable attorneys fees, in connection with the approval rendered pursuant to applicable federal and Florida laws. The Issuer agrees that any offering, circular or official statement approved by and used in marketing the Bonds will include a statement to the effect that Bondowners may not look to the Local Agency for payment of the Bonds and interest or premium thereon or other payments in respect thereto.

No representation is made by the Local Agency as to the validity or legality of the Bonds or the exclusion from gross income for federal income tax purposes of interest on the Bonds. The Local Agency has and shall incur no liability or obligation with respect to the Bonds and by executing this Agreement, assumes no responsibility, obligation or liability with respect to the Bonds or any assets or facilities financed thereby or in any way arising out of the issuance or sale of the Bonds or the financing, acquisition, construction or operation of the Project.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the ____ day of _____, 2012.

CAPITAL TRUST AGENCY
the Issuer,

(SEAL)

By: _____
Name: Ed Gray, III
Its: Executive Director

**THE CITY OF RIVIERA BEACH,
FLORIDA**
the Local Agency

(SEAL)

By: _____
Name: Thomas A. Masters
Its: Mayor

ATTEST:

By: _____
Name: Carrie E. Ward, MMC
Its: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Name: Pamala Hanna Ryan
Its: City Attorney

STATE OF FLORIDA

COUNTY OF SANTA ROSA

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ed Gray, III, the Executive Director of the Capital Trust Agency, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth and took an oath.

IN WITNESS WHEREOF, under my hand and notarial seal this _____ day of _____, 2012.

(SEAL)

Notary Public

My Commission Ends: _____

Name: _____

Address: _____

Personally Known ____ or
Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Thomas A. Masters, the Mayor of the City of Riviera Beach, Florida and Carrie E. Ward, MMC, the City Clerk of the City of Riviera Beach, Florida, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized signed and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth and took an oath.

IN WITNESS WHEREOF, under my hand and notarial seal this _____ day of _____, 2012.

(SEAL)

Notary Public

My Commission Ends: _____

Name: _____

Address: _____

Personally Known ___ or

Produced Identification _____

Type of Identification Produced _____

SCHEDULE I

LOCAL PROJECT

Financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification of an existing 216 unit low income multifamily rental housing facility for the elderly and families known as Stonybrook Apartments, located at 1555 Martin Luther King Jr. Blvd., Riviera Beach, Florida 33404.

AMENDMENT NO. 31 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 31 TO INTERLOCAL AGREEMENT** (this "Amendment No. 31") is made and entered into as of the 1st day of _____, 2012, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties,"

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 30 (including Amendments No. 14-A, 23-A, and 24-A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

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

WHEREAS, on February 16, 2012, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$14,725,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing and refinancing an existing low income multifamily rental housing facility for the elderly and families, as further described on attached Schedule 1, namely, Stonybrook Apartments in Riviera Beach, Florida (the "Project"), including acquiring, upgrading, reconditioning, improving and beautification of the Project; and

WHEREAS, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, the Company, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained authorizing the execution and delivery of this Amendment No. 31 to the Enabling Agreement with respect to the financing herein described; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECT.

This Amendment No. 31 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of approximately \$14,725,000. Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements or instruments deemed necessary or convenient to effect or implement the financing and refinancing of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or of Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 31 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 31, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any Project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 31, the financing agreements and/or bond indentures executed in connection with the Bonds or the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 31 to Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

SCHEDULE 1

THE PROJECT

Stonybrook Apartments , an existing 216 unit low income multifamily rental housing facility for the elderly and families, located at 1555 Martin Luther King Jr. Blvd., Riviera Beach, Florida 33404.

**SCHEDULE 2
PAYMENT TO TOWN OF CENTURY**

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

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), will hold a public hearing at 10:00 a.m. on Monday, March 26, 2012, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561, to consider a plan of finance for the purpose, among other things, of providing funds to be loaned to GMF – Preservation of Affordability Corp., a Tennessee nonprofit corporation whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification by the Borrower of an existing multifamily rental housing facility presently containing 216 units known as Stonybrook Apartments, located at 1555 Martin Luther King Jr. Blvd., Riviera Beach, Florida 33404 (the "Project").

The plan of finance contemplates that the Capital Trust Agency (the "Agency"), on behalf of itself and other public agencies of the State, will issue in respect to such Project not exceeding \$14,725,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, middle, and moderate income. The contemplated financing will allow the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The manager of the Project will be Miami Mar Inc.

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

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

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

Following the hearing, the report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in the proceedings shall, within a reasonable time prior to any proceeding, contact the telephone operator at City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, 950-934-5115.

Legal No. _____
March __, 2012

29927657.2



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/23/2012

Subject: Construction of Pedestal for Sculpture #1 and Commencement of Sculpture #3

The process of securing sculptures to be installed in the City to mark the City's 50th Anniversary is well underway. Major donations from Michael and Jo Ann Price, AppRiver and Fred Levin have made the first three sculptures possible. The City Council matched the donated funds with a contribution from our financial sponsorship program.

Two actions are now needed:

1. Payment of \$7,544 for the installation of a pedestal by Hewes Contruction in Wayside Park East for Sculpture #1.
2. Payment of \$20,000 to Peter King to commence the construction of the third sculpture. (major donor: AppRiver) This piece is to be installed in a City park. The specific location is to be determined.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF \$7,544 TO HEWES CONSTRUCTION FOR CONSTRUCTION OF A PEDESTAL IN WAYSIDE PARK EAST AND \$20,000 TO PETER KING FOR DEVELOPMENT OF SCULPTURE #3.



Construction Managers · General Contractors · Design Builders

March 9, 2012

Sam Marshall Architects
Attn: David Alsop
325 S. Palafox Street
Pensacola, FL 32502

RE: Sculpture Foundation – Wayside Park East

Dear David:

Enclosed you will find one (1) original and one (1) copy our Application and Certificate for Payment #1 on the above referenced contract in the amount of \$7,544.00 We are also enclosing a Release and Affidavit.

Please forward a check payable to Hewes and Company, LLC at the following address:

Hewes and Company, LLC
Attn: Mr. Ed Hewes
5795 Jeff Ates Road
Pensacola, Florida 32583

Your assistance in processing this payment application is appreciated.

Sincerely,

HEWES & COMPANY, LLC.

A handwritten signature in blue ink, appearing to read "Ed M. Hewes", is written over a horizontal line.

Edward M. Hewes
President

c: File

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Gulf Breeze
 800 Shoreline Drive
 Gulf Breeze, FL 32562

PROJECT: Sculpture Foundation
 Wayside Park East
 Gulf Breeze, FL 32561

APPLICATION #: One (1)
 PERIOD TO: 3/9/2012
 PROJECT #:

FROM CONTRACTOR: Hewes & Company, LLC
 5795 Jeff Ates Road
 Milton, FL 32583

VIA ARCHITECT: Sam Marshall Architects
 325 S. Palafox Street
 Pensacola, FL 32502

CONTRACT DATE: 12/8/2011

CONTRACT FOR General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

ORIGINAL CONTRACT SUM..... \$7,544

Net Change by Change Order..... \$0

CONTRACT SUM TO DATE..... \$7,544

TOTAL COMPLETED & STORED TO DATE..... \$7,544

RETAINAGE:

10% of Completed Work \$0

5% of Stored Material \$0

Total Retainage \$0

TOTAL EARNED LESS RETAINAGE..... \$7,544

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0

CURRENT PAYMENT DUE..... \$7,544

BALANCE TO FINISH, INCLUDING RETAINAGE \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES per Change Order	\$0	\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hewes & Company, LLC

By: [Signature] Date: 3/9/2012

Ed Hewes, President

State Of: Florida

County Of: Escambia

Subscribed and sworn to before

me this 9th day of March, 2012

JANICE L. WINTER
 Notary Public, State of Florida
 My comm. exp. June 11, 2012
 Comm. No. DD 777474

Notary Public: [Signature]
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$7,544.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]

By: [Signature] Date: 3.21.12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT "E"
RELEASE AND AFFADAVIT

Sculpture Foundation Wayside Park East
Gulf Breeze, Florida

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me, the undersigned authority, personally appeared Edward M. Hewes, who after being duly sworn, deposes and says:

1. In accordance with the Contract Documents and in consideration of SEVEN THOUSAND FIVE HUNDRED FORTY FOUR AND NO/100 DOLLARS-----\$7,544.00 paid, waivers for itself and its Subcontractors, materialmen, successors and assigns, all claims, demands, costs and expenses whether in contract or in tort, against the City of Gulf Breeze, Florida, ("City") relating in any way to the performance of the Agreement between Contractor and City dated December 8, 2011 for the period from December 8, 2011 to March 9, 2012. .
2. Contractor certifies for itself and its Subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or demand against any payment bond might be filed, have been fully satisfied and paid.
3. Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
4. This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. 1.

Janice Winter
Janice Winter
Name Printed

CONTRACTOR: Hewes and Company LLC

By: Edward M. Hewes

Name Printed: Edward M. Hewes
Its: President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 9th day of March, 2012 by Edward M. Hewes, as President of Hewes and Company, LLC, a Florida Corporation, on behalf of the corporation. He is personally known to me.

JANICE L. WINTER
Notary Public, State of Florida
My comm. exp. June 11, 2012
Comm. No. DD 777474

Janice Winter
Notary Public

(Affix Notary Stamp)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Gulf Breeze
 800 Shoreline Drive
 Gulf Breeze, FL 32562

PROJECT: Sculpture Foundation
 Wayside Park East
 Gulf Breeze, FL 32561

FROM CONTRACTOR: Hewes & Company, LLC
 5795 Jeff Ates Road
 Milton, FL 32583

APPLICATION #: One (1)
 PERIOD TO: 3/9/2012
 PROJECT #: 12/8/2011

VIA ARCHITECT: Sam Marshall Architects
 325 S. Palafox Street
 Pensacola, FL 32502

CONTRACT FOR General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

ORIGINAL CONTRACT SUM..... \$7,544

Net Change by Change Order..... \$0

CONTRACT SUM TO DATE..... \$7,544

TOTAL COMPLETED & STORED TO DATE..... \$7,544

RETAINAGE:

10% of Completed Work \$0

5% of Stored Material \$0

Total Retainage \$0

TOTAL EARNED LESS RETAINAGE..... \$7,544

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0

CURRENT PAYMENT DUE..... \$7,544

BALANCE TO FINISH, INCLUDING RETAINAGE \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES per Change Order	\$0	\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hewes & Company, LLC

By: [Signature] Ed Hewes, President Date: 3/9/2012

State Of: Florida
 County Of: Escambia
 Subscribed and sworn to before me this 9th day of March, 2012

Notary Public: [Signature] JANICE L. WINTER
 My Commission expires: Comm. No. DD 777474

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 12/8/2011

Subject: Installation of Sculpture, Wayside Park East

The City sought donations for creation and installation of five pieces of outdoor, permanent sculpture. Thanks to donations by Michael and Joann Price, AppRiver and others, we are ready to proceed with the first two.

A location in Wayside Park East for the first piece has been determined. Plans, which are attached, have been prepared for the installation. We need a foundation to be built and wiring to be installed for the lighting.

David Alsop of Sam Marshall Architects prepared the design. He worked with Hewes Construction on a price for the foundation. Staff will complete the electrical installation.

Hewes Construction price (\$7,500) has been evaluated by SMA. The price is fair. We believe selection of Hewes to complete the work makes sense for the following reasons:

1. Hewes is ready to start the job sooner than later because they are already working on a large project for the City.
2. Hewes performance on the restroom facilities and Community Center has been fine.
3. The time and effort necessary to place this project out for bid are not likely to result in savings.
4. The cost will be paid from donations.

RECOMMENDATION: THAT THE COUNCIL AUTHORIZE STAFF TO ENGAGE HEWES CONSTRUCTION TO BUILD THE FOUNDATION AS SHOWN ON THE ATTACHED PLANS FOR A PERMANENT OUTDOOR SCULPTURE IN WAYSIDE PARK AND DIRECT STAFF TO COMPLETE THE ELECTRICAL WORK IN HOUSE.



City of Gulf Breeze

MEMORANDUM

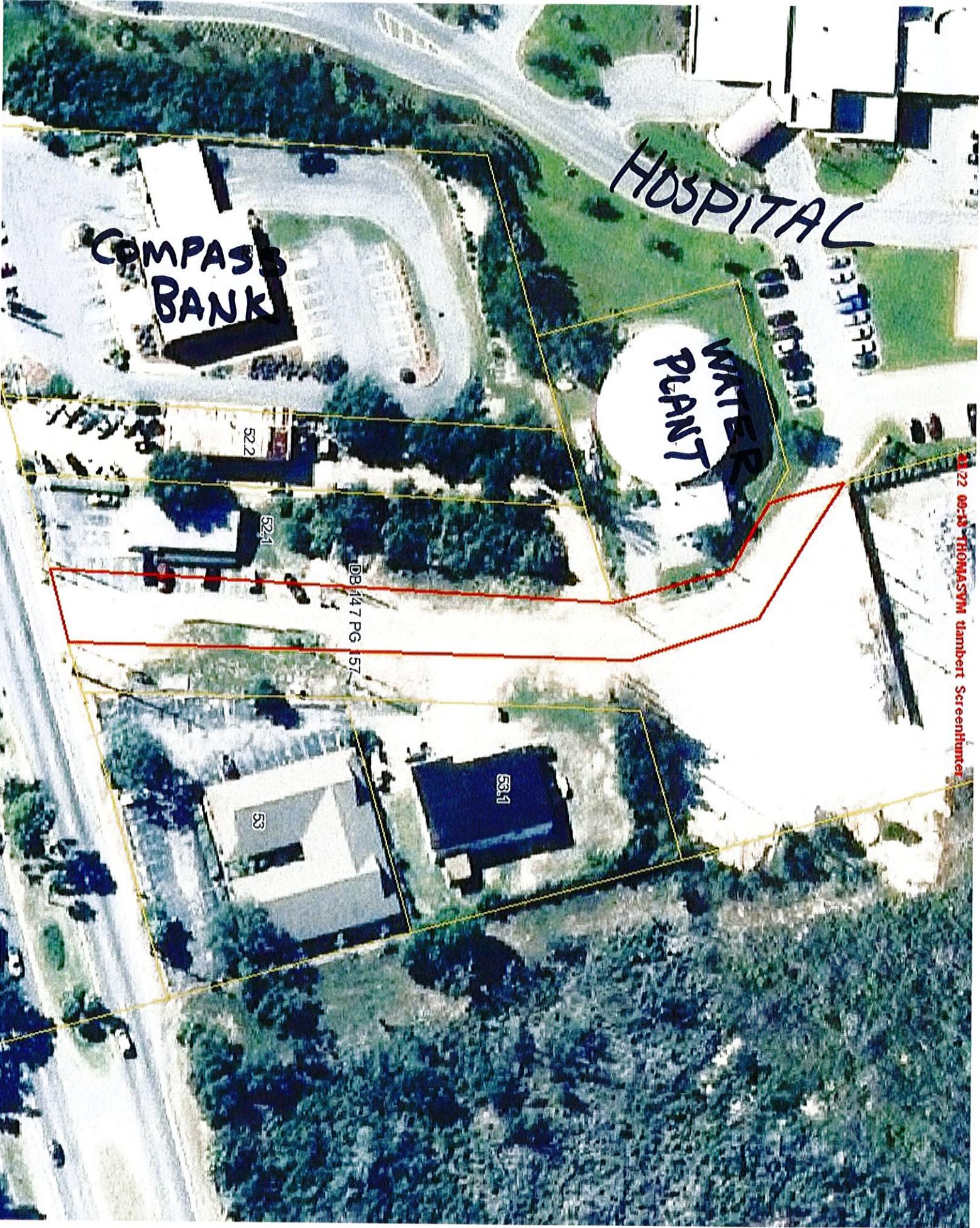
TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: March 22, 2012
RE: Water Plant Road Paving

As part of our CRA paving program, the Water Plant Road has been listed as a major concern. We have recently completed resurfacing of Shirley Drive, Robert Avenue and most of McClure Drive. Staff is working with the Department of Transportation to obtain what is commonly called the St. Francis Drive right of way, so that the City can pave that road and the remaining portion of the McClure Drive.

The Water Plant Road is the only remaining City right of way visible from US Highway 98 that has not been resurfaced in the last ten years or is in the design process. Our roadway and paving consultant, Kenneth Horne & Associates, has provided a cost to provide design services and as well as a geotechnical subconsultant. The total design fee proposed is \$5,700.

Funding for this project will be from the CRA. The construction will be negotiated with Radford & Nix Construction, LLC, under the current bid prices for the South Sunset Boulevard Project. The construction cost will be brought to the City Council for approval once the design is complete.

RECOMMENDATION: The City Council the fee of \$5,700 from Kenneth Horne & Associates for the design of the Water Plant Road Paving project and that the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, April 2, 2012 to approve the funds for work within the CRA District.



COMPASS
BANK

HOSPITAL

WATER
PLANT

52.2

52.1

DB 147 PG 157

53

53.1

01/22 09:18 THOMASVM tambert ScreenHunter



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

March 9, 2012

Mr. Thomas Lambert
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: South Sunset Boulevard
Proposed KH&A Fee Adjustment for Well Plant Road

Dear Mr. Lambert:

We request that our fee be increased by \$5,700 for effort associated with the addition of overlay/widening of Well Plant Road. This assumes that widening is limited to 18 feet of asphalt with one foot header curbs either side and that the scope of work does not include addition of drainage facilities.

As discussed, this does not include an allowance for survey. It does, however, include a \$1,200 allowance for geotechnical testing per the attached proposal from LMJ. We are expecting to provide a design document based on an aerial overlay to facilitate the work.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kenneth C. Horne", is written over a faint, larger version of the same signature.

Kenneth C. Horne, P.E.
President

March 5, 2012

Mr. Ken Horne, PE
Kenneth Horne & Associates, Inc.
7201 N. 9th Avenue, Suite 6
Pensacola, Florida 32504

**SUBJECT: Geotechnical Exploration Proposal
Well Plant Road Pavement Improvements
Gulf Breeze, Florida**

Dear Ken:

Larry M. Jacobs & Associates, Inc. (LMJ) is pleased to present you with this proposal for performing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the near subsurface and pavement conditions at several locations along Well Plant Road. The following sections outline our recommended scope of services, a cost estimate for providing these services and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project is located on Well Plant Road in Gulf Breeze, Florida. The project is located near the east side of Baptist Hospital in Gulf Breeze. We understand the client intends to mill and resurface roughly 540 feet of Well Plant Road, if possible. Reportedly, the roadway is paved with asphalt.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- A site visit by our engineering staff during which the borings will be located.
- Clear registered utilities at the site with Sunshine State One-Call. All non-registered utilities and utilities on private property will be the responsibility of the client to locate.
- As discussed with the project civil engineer, we propose to take 3 cores of the pavement. In addition, we propose to perform a 4 foot deep hand auger/probe boring at each core location to evaluate the in place condition of the base and subgrade.
- Patch core holes.
- Perform a visual classification of the soil samples obtained during our exploration.
- Analyze the test data to develop geotechnical engineering recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a geotechnical engineering letter report. This letter will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.

- Photographs of the cores and discussion of the core condition.
- General recommendations for improvements of the road.

ESTIMATED COSTS

We propose to provide the above scope of services for a lump sum compensation of **\$1,500.00**. This price assumes primarily asphalt pavement. This proposal assumes that we will be able to access the boring locations, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return one of the pages of our **Agreement for Professional Services (Figure #1)** to our office. If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail.

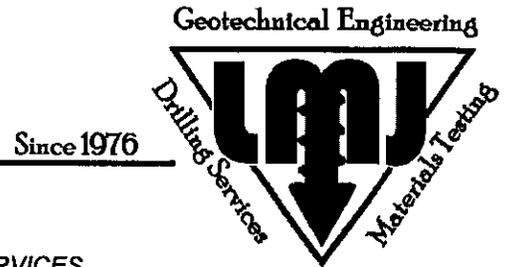
LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call us at your convenience.

Sincerely,



David Liechty, PE
Project Engineer

Attachments



AN AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT:	Mr. Ken Horne, PE Kenneth Horne & Associates, Inc. 7201 N. 9th Avenue, Suite 6 Pensacola, Florida 32504	Date:	March 5, 2012
		Phone #:	850-471-9005
		Email:	ken@kh-a.com
SUBJECT:	Geotechnical Exploration Proposal Well Plant Road Pavement Improvements		

The attached letter forwards our cost proposal for performing a Geotechnical Exploration for the subject project. We have estimated the cost for our services as described and under the conditions present in the attached letter to be: **\$1,500.00**.

We look forward to working with you on this project. Please have the party responsible for payment of our services **FILL IN THE BOXED SECTION** of this form, **SIGN YOUR AUTHORIZATION** and **RETURN ONE ORIGINAL** of this form to our office to activate our services including the distribution of our report. ***If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail.*** If you have any questions or comments, please feel free to call.

THE TERMS AND CONDITIONS ON PAGE TWO OF THIS FORM ARE PART OF THIS AGREEMENT.

FOR: LARRY M. JACOBS & ASSOCIATES, INC.

BY: _____
(Secretary/Treasurer)

TERMS: Net 30 Days

Herein constitutes my authorization to proceed with and obligates payment for the subject services referenced above in the proposal and if necessary personally guarantees said payment. Invoices are due when rendered. *Invoices shall be considered past due if not paid within 30 days after the invoice date*, unless a previous agreement for extended time for payment has been arranged, and Larry M. Jacobs & Associates, Inc. (LMJ) may without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

PROPERTY OWNER:			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
PARTY RESPONSIBLE FOR PAYMENT (If different than Client):			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
CLIENT'S NAME: _____			
AUTHORIZED BY: _____			
(Please Print or Type)		Title	Date
Signature: _____			
(Must be signed by a Principal or Officer of the Company)			

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ), hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Sign as accepted



City of Gulf Breeze

DATE: March 23, 2012
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*

RE: Pensacola Beach West Gas Pipeline Extension Change Order #1

The City established the Pensacola Beach Natural Gas System as FEMA Alternative Project #5 and awarded the construction to Utility Services Company in the amount of \$1,422,744.50.

City Council has allocated \$2,083,000 via PW 3817 and has further requested FEMA to allocate additional funds of \$700,000 (for a total of \$2,783,000) to extend gas lines beyond the core business area, eastward from Avenida 10 to the Portofino development and westerly from the Holiday Inn Express (formerly the Dunes Condominium) on Fort Pickens Road to Peg Leg Pete's restaurant. We are awaiting formal approval from FEMA on the additional allocations.

On November 21, 2011, the City Council approved survey and engineering fees of \$20,595 to develop the plans for extending gas pipelines to the west.

The attached change order facilitates the planned construction as follows:

Change Order #1: Extend natural gas line 4080' of 4" gas line from The Holiday Inn Express on Ft. Pickens Road to Peg Leg Pete's. The cost for this extension is \$133,544.50

The City Council has a FEMA approved total of \$2,083,000 for the construction of the Pensacola Beach Gas System. To date, we have awarded Engineering and Construction contracts in the amount of \$1,694,103.50. Therefore, the total including Change Order #1 including engineering is \$1,827,648 which is \$255,352 less than the amount approved by Council and FEMA PW 3817.

RECOMMENDATION: City Council award change order #1 for FEMA Alternative Project #5 in the amount of \$133,544.50 to Utility Services Company.



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

CHANGE ORDER 1

4" Gas Pipeline Extension to the West

Utility Service Company
4326 Gulf Breeze Parkway
Gulf Breeze, FL 32563
Telephone: 850-932-5342
Fax 850-932-0258

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LS	\$ -	\$ -
2	Maintenance of Traffic	1	LS	\$ 1,707.00	\$ 1,707.00
3	Insurance and Bonds	1	LS	\$ 1,973.56	\$ 1,973.56
4	1" PE Tap, Isolation Valve, Cap	0	EA	\$ 467.00	\$ -
5	12" DR 9 HDPE Casing with 6" DR 11 MDPE Carrier, Directional Drill Installation	0	LF	\$ 177.20	\$ -
6	2" DR 11 MDPE, Directional Drill Installation	800	LF	\$ 12.30	\$ 9,840.00
7	2" DR 11 MDPE, Open Cut Installation	120	LF	\$ 17.30	\$ 2,076.00
8	2" PE Tap, Isolation Valve & Cap	6	EA	\$ 405.00	\$ 2,430.00
9	4" PE Cap	1	EA	\$ 13.00	\$ 13.00
10	4" DR 11 MDPE, Directional Drill Installation	450	LF	\$ 29.55	\$ 13,297.50
11	4" DR 11 MDPE, Open Cut Installation	3,630	LF	\$ 14.25	\$ 51,727.50
12	4" PE Isolation Valve	2	EA	\$ 338.00	\$ 676.00
13	6" 45° PE Bend	0	EA	\$ 256.00	\$ -
14	6" 90° PE Bend	0	EA	\$ 258.00	\$ -
15	6" PE Cap	0	EA	\$ 25.00	\$ -
16	6" DR 11 MDPE, Directional Drill Installation	0	LF	\$ 32.95	\$ -
17	6" DR 11 MDPE, Open Cut Installation	0	LF	\$ 32.90	\$ -
18	6" DR 9 MDPE, Directional Drill Installation	0	LF	\$ 29.20	\$ -
19	6" PE Isolation Valve	0	EA	\$ 1,061.00	\$ -
20	6" Tapping Sleeve & Valve	0	EA	\$ 7,420.00	\$ -
21	6" PE Tee	0	EA	\$ 304.00	\$ -
22	6" x 4" PE Reducer	0	EA	\$ 142.00	\$ -
23	Asphalt Restoration	0	SY	\$ 77.30	\$ -
24	Ballast Block for 4" MDPE	53	EA	\$ 283.00	\$ 14,999.00
25	Ballast Block for 6" MDPE	0	EA	\$ 283.00	\$ -
26	Clay Removal	23	CY	\$ 17.00	\$ 391.00
27	Clean, White Sand	23	CY	\$ 32.00	\$ 736.00
28	Concrete Restoration	0	SY	\$ 60.00	\$ -
29	Curbing	0	LF	\$ 25.00	\$ -
30	Erosion and Sediment Control	1	LS	\$ 1,302.68	\$ 1,302.68
31	Meter/Regulator Station	0	LS	\$ 99,918.00	\$ -
32	Pipe Roller Assembly - Elevated Bridging	0	LF	\$ 150.00	\$ -
33	Pipeline Marker	3	EA	\$ 45.00	\$ 135.00
34	Right-of-Way and Landscape Restoration	0	LS	\$ -	\$ -
35	Stone	575	TN	\$ 56.07	\$ 32,240.25
	Contractor's deduct for material				
Total					\$ 133,544.50

Approved Alternative Project List

PW 3817

Project List Proposed for Alternative Projects

		Initial Value		Revised Allocation	Revised Value	
01	Rec Ctr Expansion	\$ 4,689,906	P	1,000,000	5,689,906	(1)
02	Concession Std & RRms	\$ 964,700	✓		964,700	
03	Baseball Field Improvemt	\$ 1,135,581	✓		1,135,581	
04	Waste Water Trtmt	\$ 3,300,000		(3,300,000)	-	(2)✓
05	NG Pipeline to Beach	\$ 2,083,000	P ✓	700,000 ✓	2,783,000	
06	Fire Truck	\$ 449,558	✓		449,558	
07	A & E costs	\$ 713,309	P		713,309	
08	Vac Truck Buyout	\$ 185,000	✓		185,000	
09	Fire Boat	\$ 145,000	✓		145,000	
10	Playground Equip x 4	\$ 300,000	P		300,000	
11	Fleet Vehicles	\$ 233,000	✓		233,000	
12	Chippers / Grinder	\$ 25,000	✓		25,000	
13	CNG Compression stn	\$ 220,000		600,000	820,000	(3)
14	Stormwater Interceptor Vaults (3)	\$ 240,000			240,000	
15	Ground Penetrating Radar (2)	\$ 60,000	✓		60,000	
16	Purchase of Park Lot	\$ 260,000	✓		260,000	
17	South Sunset Drive Rebuild			1,000,000	1,000,000	(4)
		<u>\$ 15,004,054</u>		<u>Status</u>	<u>\$ 15,004,054</u>	

✓ Completed
P In Process

- (1) Cover underestimate of cost - bids exceeded engineering estimates
- (2) Expand reach of service east to Portofino towers and west to Peg Leg Pete's restaurant area
- (3) Cover supplementary skid mounted storage (40k ft²) and expected bid cost in excess of estimate
- (4) NEW Project - Rebuild & Improve existing roadway to help mitigate local flooding & improve stormwater mgmt

Memo

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.P.*
Stephen A. Milford, Director of Finance *SM*

DATE: November 7, 2011

RE: Engineering and Surveying to extend Natural Gas Lines

The City's current gas expansion project for Pensacola Beach has begun with installation planned for the business core area. We have issued a contract to Utility Services Company for \$1,422,744.50 to construct FEMA Alternative Project #5 as originally laid out.

City Council has approved requesting FEMA to reallocate additional funds of \$700,000 to extend gas lines beyond the core business area, eastward from Avenida 10 to the Portofino development and westerly from the Dunes Condominium on Fort Pickens Road to Peg Leg Pete's restaurant. We are awaiting formal approval from FEMA on the requested reallocations.

Current best estimates of probable construction cost and engineering are as follows:

	<u>Survey & Eng</u>	<u>Construction</u>
Eastern Extension	\$78,815	\$414,000
Western Extension	\$20,595	\$102,000

In order to avoid the prospect of interrupting construction during the 2012 tourist season, staff is recommending that the survey and engineering commence promptly, prior to official FEMA response. While this risks Natural Gas incurring a preparatory expense that may not be immediately reimbursed, the survey and engineering costs are manageable in light of the overall health of the Natural Gas enterprise. Such preparatory costs *may* be construed as reasonable pre-construction survey and assessment costs, and therefore *may* be considered eligible even if the reallocation for further construction is denied by FEMA.

Recommendation

City Council approve the above budget for survey and engineering costs for the extension of natural gas services, and instruct staff to initiate such services in contemplation of extension of the currently awarded construction contract.

*Approved by The City Council
on 11-21-11
[Signature]*



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *VLP*

DATE: April 4, 2011

RE: Award of Bid, Gas Pipeline to Pensacola Beach
FEMA Alternative Project # 05

The City received bids on March 22, 2011 to extend natural gas service to Pensacola Beach. We received a total of four (4) bids with one being late, which was not accepted and subsequently returned unopened to the bidder.

The qualifying three (3) bids were opened and read and are as follows:

Utility Services Company	\$1,422,795.50
R.A.W. Construction	\$1,577,977.00
Sunland Construction	\$2,925,413.50

Baskerville Donovan has completed their evaluation of the bids and has recommended via the attached letter and bid tabulation, Utility Services Company at \$1,422,795.50 which is the low bidder.

One bidder had concern over the qualifications of the low bidder, as he did not possess a Natural Gas Pipeline Specialty License. According to the regulations of the Department of Business and Professional Regulation's contractor licensing board, a general contractor may perform any function that any of the specialty contractors can perform. Since Utility Service Company does possess a general contractor's license, they are qualified to perform this work.

The established FEMA alternative project budget for the gas pipe line is \$2,083,000.00, therefore, the low bid of \$1,422,795.50 is \$660,205.00 under budget. In addition, due to the resort nature of the beach, we anticipate that the major construction will begin this fall with a construction period of two hundred and seventy (270) days.

RECOMMENDATION: City Council award the contract to construct the Natural Gas Pipeline to Pensacola Beach, FEMA Alternative Project #5, to Utility Services Company in the amount of \$1,422,795.50

Fund 402		FEMA Project Accounting	
Engineering	- \$171,898.00		
Construction	- \$1,422,795.50	FEMA Project Amount	\$2,083,000.00
Total Cost	- \$1,594,693.50	Total Cost	- \$1,594,693.50
FEMA State Reimbursement	\$1,554,826.16	Remainder to Other Projects	\$488,306.00
City Portion	- \$39,867.34		
Final City Cost	- \$325.00		

*Approved By the City Council
on 4-18-2011 VLP*



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: March 22, 2012
RE: South Sunset Boulevard Paving – Change Order 1

A handwritten signature in blue ink, appearing to read "T. Lambert", is positioned to the right of the "FROM:" line.

The South Sunset Boulevard project required that some of the sewer laterals crossing under the road be replaced. Most of the laterals are “Y” services, meaning that two houses share a single lateral. The laterals are clay or an old brittle type of PVC pipe.

All of these conditions lead staff to ask the contractor for a price to extend the amount of replaced pipe up to the property lines and to add clean outs for ease of access in the future. The price proposed is \$4,447.29 and will be funded from capital reserves designated for the South Sunset Boulevard Paving Project.

RECOMMENDATION: The City Council approve change order no. 1 to the contract for South Sunset Boulevard Paving project in the amount of \$4,447.29 for the additional replacement of sewer laterals and installation of cleanouts.



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

March 19, 2012

Mr. Thomas Lambert
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

RECEIVED
MAR 20 2012
RECORD COPY

Re: South Sunset Blvd. Improvements
Change Order No. 1

Dear Mr. Lambert:

Enclosed are three copies of proposed Change Order No. 1 for the referenced project. The changes are associated with field directives provided to the Contractor for revision of the sanitary sewer lateral detailing. The Contractor has employed unit pricing consistent with his bid. With the exception of the correction of the minor math error which we have corrected, I have no objection to the Change Order as proposed.

We recommend approval of the Change Order in the amount of \$4,447.29 as corrected.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Kenneth C. Horne" with a stylized flourish at the end.

Kenneth C. Horne, P.E.
President

EXHIBIT "G"

CHANGE ORDER

CHANGE ORDER NO.: 1

CONTRACT NO.: _____

TO: CITY OF GULF BREEZE
1070 SHORLINE DR.
GULF BREEZE, FL 32562

DATE: 3/5/2012

PROJECT NAME: SOUTH SUNSET BLVD. IMPROVEMENTS

PROJECT NO.: PS1102

Under our AGREEMENT dated FEBRUARY 17, 2012.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE (Additive) (Deductive) Sum of: FOUR THOUSAND FOUR HUNDRED FORTY EIGHT DOLLARS AND TWENTY NINE
(\$ 4,448.29)

Original Agreement Amount	\$ <u>446,515.00</u>
Sum of Previous Changes	\$ <u>0.00</u>
This Change Order (Add) (Deduct)	\$ <u>4,447.29</u> 4,448.29
Present Agreement Amount	\$ <u>450,962.29</u> 450,963.29

*Correction B1: KUH
3/19/12*

This time for completion shall be (increased/decreased) by THREE (3) calendar days due to this Change Order. Accordingly, the Contract Time is now ^{ONE HUNDRED FIFTY THREE} (153) calendar days and the final completion date is JULY 30, 2012 . Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____

By: _____

By: *S C Nix*
STEPHEN C. NIX, MEMBER

CHANGE ORDER REQUEST #1

DATE: 3/5/2012

PROJECT: **SOUTH SUNSET BLVD. IMPROVEMENTS**

CONTRACTOR: **RADFORD AND NIX CONSTRUCTION, LLC**

ADDRESS: 7014 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
1	6" Clean Out Assembly	6	EA	\$ 208.67	\$ 1,252.02
2	4" Clean Out Assembly	13	EA	\$ 145.35	\$ 1,889.55
3	Sawcut Ex. Sidewalk	60	LF	\$ 2.00	\$ 120.00
4	Remove Existing Sidewalk	33	SY	\$ 3.00	\$ 100.00 99.00
5	Replace Sidewalk	300	SF	\$ 3.40	\$ 1,020.00
6	Bond	1	LS	\$ 66.72	\$ 66.72
TOTAL THIS CHANGE					\$ 4,448.29 4,447.29
ORIGINAL CONTRACT AMOUNT					\$ 446,515.00
PREVIOUS CHANGE ORDERS TO DATE					\$ -
REVISED CONTRACT AMOUNT					\$ 450,963.29 450,962.29

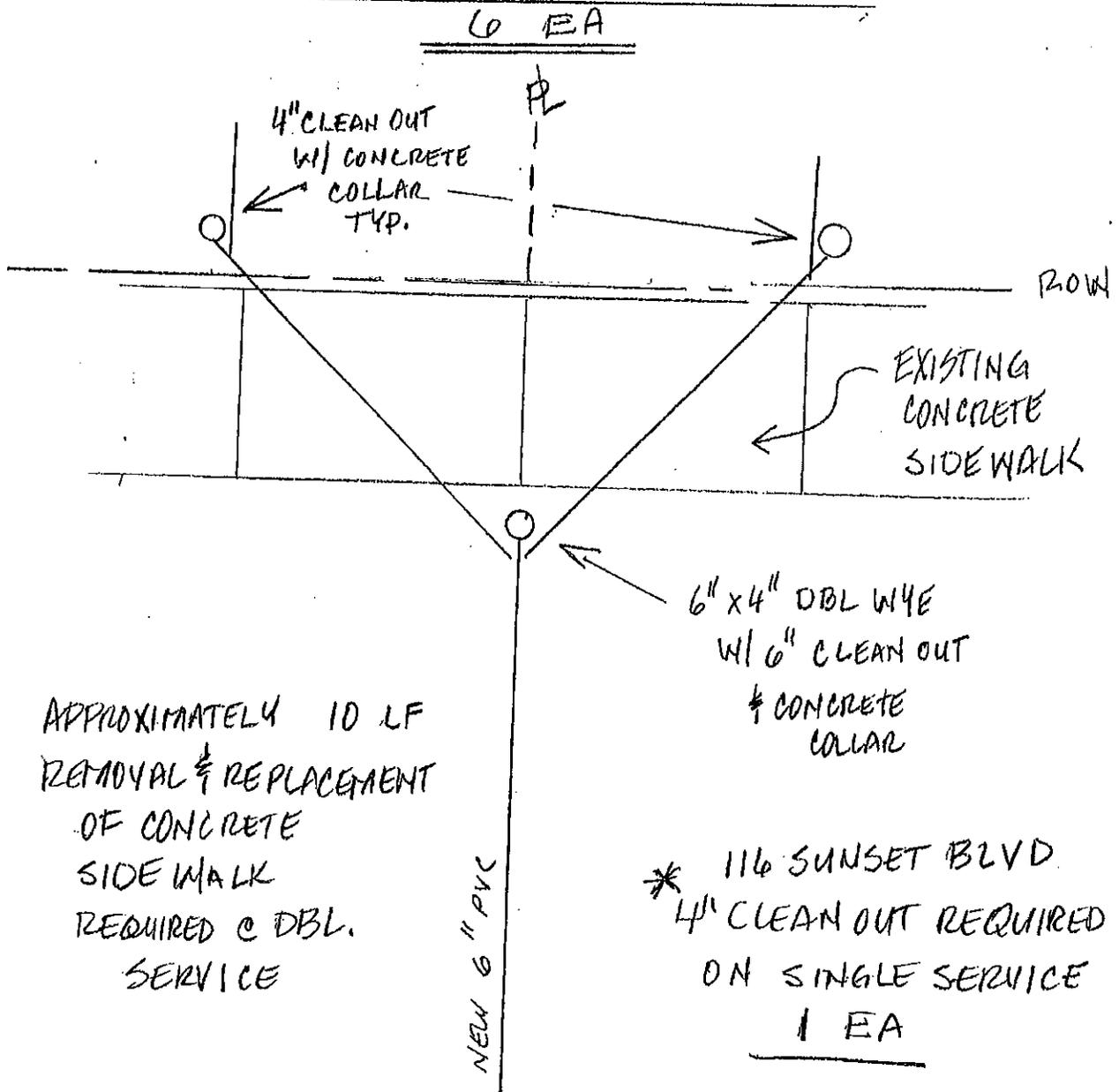
* We request three (3) additional calendar days to perform the additional work associated with this Change Order Request.



SINCE 1995
 CERTIFIED GENERAL &
 UNDERGROUND UTILITY CONTRACTORS
 CGCO45510 CUCO56748



PROPOSED DOUBLE SEWER
 SERVICE LATERAL





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: March 22, 2012
RE: Bayside Futbol Lease of ERS 2

The City Council has previously approved negotiating a lease of the ERS 2 site with Bayside Futbol for development of a tournament grade facility. Staff has spent time with Bayside representatives developing the list of conditions and requirements for the agreement. These conditions also incorporated the concerns of the SSRUS Board. These conditions and requirements are attached.

There are no staff concerns with the majority of conditions. Additionally, the utility will benefit by being given a supplemental irrigation well as part of the agreement. The only concern among staff is committing the property to the group for 30 years. The City would not be able to utilize the property for any purpose besides reclaimed irrigation. The City could not sell the property nor divide it.

Staff also recognizes the benefit this tournament complex could be to the community, and that the project is not really feasible without the long term lease.

RECOMMENDATION: The City Council authorize the City Attorney to draft an agreement based on the conditions and requirements list for City Council approval.

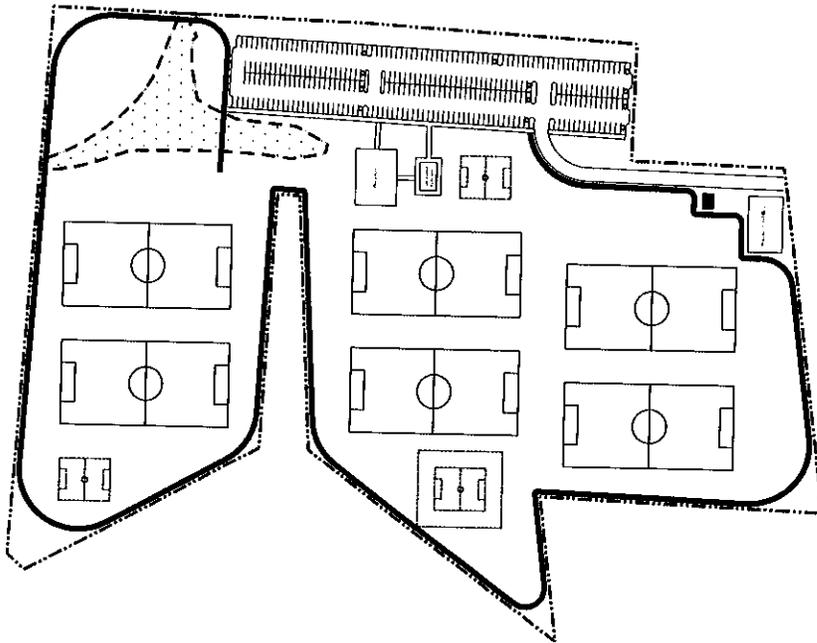
AGREEMENT BETWEEN BAYSIDE SOCCER AND CITY OF GULF BREEZE FOR USE OF ERS2 PROPERTY

BAYSIDE SOCCER (Bayside) WILL DO THE FOLLOWING

LAND	30 year public/private partnership agreement, renewable for additional terms, between the City of Gulf Breeze and Bayside Soccer Club, Inc. for use of the land as a soccer (and other field sport) venue
IMPROVE	Bayside will install improvements to irrigation system
IMPROVE	Bayside will install improvements to current entry way, including any permit modifications required by FDOT.
FUNDING	Agreement to jointly pursue funding that may require municipality eligibility or participation
COND	Bayside will accomplish all work according to the Florida Department of Environmental Protection standards and the City's permit at the time of the construction
IMPROVE	Bayside will have installed the well under the Utility's current permit.
IMPROVE	Bayside will install septic system, unless such system will interfere with FDEP requirements for the sprayfield or if Santa Rosa County requires the installation of a sewer system.
IMPROVE	Bayside will contact Midway Water System for water service, and will comply with their requirements.
COND	Bayside will maintain all utility accounts for its improvements, with the exception of the well installed under the City's permit.

SSRUS (Utility or City) WILL DO THE FOLLOWING

LAND	30 year public/private partnership agreement, renewable for additional terms, between the City of Gulf Breeze and Bayside Soccer Club, Inc. for use of the land as a soccer (and other field sport) venue
LAND	Provide existing wetlands delineation of the property, however, any need for more current information will be met by Bayside.
MISC	The City will provide existing topographic and boundary surveys, however, any need for more current information will be met by Bayside.
MISC	Use of current infrastructure and agreement to accommodate improvements to current infrastructure to meet the field requirements
FUNDING	Agreement to jointly pursue funding that may require municipality eligibility or participation
USE	Allow the use of the existing pump house and equipment.
COND	Agrees to use spray field as "last in loop" for spraying
COND	Agrees not to disturb improvements without remediation
COND	Agrees to allow fencing of property or removal of such items as deemed necessary
COND	Agrees not to preempt any planned tournaments for outside use of property
COND	Provide assistance to Bayside Soccer Club, Inc. and its representatives to accomplish the construction of the soccer fields. Assistance will be limited to inhouse resources and only such that providing service does not unduly interfere with the City's operations.
COND	City will maintain the electrical account for the well and the pump station that are on site.
COND	City will assume maintenance of well.
COND	City will modify its permit to make ERS a public access reuse site.



Option 1

- 285 Total Spaces
- 6 - 50 yd x 100 yd fields
- 2 - dedicated 25 yd x 30 yd fields
- 10 yd boundary around each field (2 adj fields have 20 yds between them)
- Will be graded such that 7 u-12 or 9 u-10 fields could be used in place of the 6 u-14.



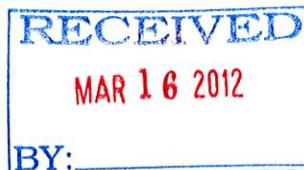
SCOTT C. BARNES
AMANDA S. BARR
BRIAN H. BARR
M. ROBERT BLANCHARD
BRANDON L. BOGLE
WESLEY A. BOWDEN
VIRGINIA M. BUCHANAN
WILLIAM F. CASH III
MEREDITH R. DURHAM
(LICENSED ONLY IN LA)
RACHAEL R. GILMER
JAMES L. KAUFFMAN

KIMBERLY R. LAMBERT
FREDRIC G. LEVIN
MARTIN H. LEVIN
ROBERT M. LOEHR
NEIL E. McWILLIAMS, JR.
Wm. JEMISON MIMS, JR.
CLAY MITCHELL
R. LARRY MORRIS
K. LEA MORRIS
PETER J. MOUGEY
DANIEL A. NIGH
TIMOTHY M. O'BRIEN

MIKE PAPANTONIO
CHRISTOPHER G. PAULOS
ROBERT E. PRICE
MARK J. PROCTOR
TROY A. RAFFERTY
MATTHEW D. SCHULTZ
W. CAMERON STEPHENSON
LEO A. THOMAS
BRETT VIGODSKY
AARON L. WATSON

OF COUNSEL:
ROBERT F. KENNEDY, JR.
(LICENSED ONLY IN NEW YORK)
BEN W. GORDON, JR.
GERALD A. MCGILL
LEFFERTS L. MABIE, JR. (1925-1996)
D.L. MIDDLEBROOKS (1926-1997)
DAVID H. LEVIN (1928-2002)
STANLEY B. LEVIN (1938-2009)

March 14, 2012



Fredric G. Levin, Esquire
850-435-7123 (phone)
850-436-6123 (fax)

The Honorable Beverly Zimmern, Mayor
City of Gulf Breeze
Post Office Box 640
1070 Shoreline Drive
Gulf Breeze, FL 32562-0640

RE: BP Oil Spill claims

Dear Mayor:

Thank you for your letter acknowledging and accepting my gift to the City.

By the way, I just returned from a meeting that may be of real significance to Gulf Breeze. As you know, we are one of the major law firms involved on behalf of the plaintiffs in the BP matter.

It has come to my attention that any business within the City of Gulf Breeze and on the south side of U.S. 98 up to approximately Tiger Point that was in existence at the time of this disaster could very likely have a major claim.

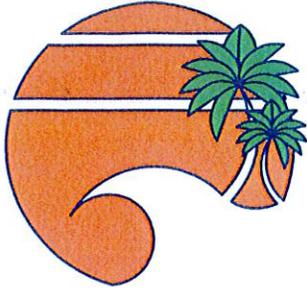
Your office may want to notify all the businesses in the City of Gulf Breeze if they have not already finalized their claim or have not yet made a claim, they should immediately take some action.

All I can tell you is that there is a tremendous amount of funds that will be available to the businesses of Gulf Breeze and this could obviously help the City.

Sincerely,

FREDRIC G. LEVIN

FGL/dg



PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

Board Members:

Dave Pavlock
Chairman

Vernon Prather
Vice-Chairman

Thomas Campanella
Secretary/Treasurer

Tammy Bohannon
Acting Secretary/Treasurer

Fred Gant
Elwyn Guernsey

W. A. "Buck" Lee
Executive Director

March 15, 2012



To Whom It May Concern:

On March 14, 2012, The Santa Rosa Island Authority Board adopted the enclosed resolution regarding the opposition of the use of toll facilities to fund the replacement of the Pensacola Bay Bridge.

Sincerely,

W. A. "Buck" Lee
Executive Director
Santa Rosa Island Authority

RESOLUTION NUMBER 2012 - 1

A RESOLUTION OF THE SANTA ROSA ISLAND AUTHORITY, 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 Counties; and

Whereas, this remains the sole connection between South Escambia and South Santa Rosa Counties; 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 Counties 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 use of toll facilities to fund a portion of the Pensacola Bay Bridge replacement project.

NOW, THEREFORE BE IT RESOLVED BY THE SANTA ROSA ISLAND AUTHORITY BOARD:

- 1) That the SRIA Board finds the above recitals to be true and correct and incorporated herein by reference.
- 2) That the SRIA Board hereby opposes the use of toll facilities to fund the Pensacola Bay Bridge replacement project and requests the FDOT consider alternative funding sources.
- 3) That this Resolution shall take effect immediately upon its adoption by the SRIA Board.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

March 9, 2012

To: Edwin Eddy, City Manager

From: *RR* Robert Randle, Chief

Re: Highway Safety Grant application

Attached is a Highway Safety Grant we are applying for that would enable us to purchase a Touch Texting and Driving Simulator System and implement a Texting and Driving awareness program. Middle school and high school students will be the primary target group. The total grant request is \$13,600.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER

500-065-17
SAFETY
12/08

Agency: Gulf Breeze Police Department

Concept Paper Title: Distracted Driving, Texting while Driving

Amount Requested: \$13,600

Priority Area for Concept Paper:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Community Traffic Safety | <input type="checkbox"/> Police Traffic Services |
| <input type="checkbox"/> Impaired Driving | <input type="checkbox"/> Roadway Safety |
| <input type="checkbox"/> Motorcycle Safety | <input type="checkbox"/> Speed/Aggressive Driving |
| <input type="checkbox"/> Occupant Protection/Child Passenger Safety | <input type="checkbox"/> Traffic Records |
| <input type="checkbox"/> Pedestrian/Bicycle Safety | |

Type of Request:

- Initial Continuation

Type of Project:

- Local Statewide

Head of Agency:

Name: Robert Randle

Title: Chief of Police

Address: 311 Fairpoint Drive

Gulf Breeze, FL 32561

Phone: (850) 934-5121 Extension: _____

E-Mail: rrandle@gulfbreezefl.gov

Project Contact:

Name: Stephen Neff

Title: Sergeant

Address: 311 Fairpoint Drive

Gulf Breeze, FL 32561

Phone: (850) 934-5121 Extension: _____

Fax Number: (850) 934-5127

E-Mail: sneff@gulfbreezefl.gov

FDOT USE ONLY:

Concept Paper Number: _____

Postmark Date: _____

Date Received: _____

Entered Into Database: _____

Assigned Module: _____

Planner Assigned: _____

Date Assigned: _____

Planner Received: _____

Statement of the Problem: (Give details about the traffic safety problem that you want to correct. Include at least three years of crash, injury, fatality, and citation data to show the extent of the problem.)

The City of Gulf Breeze is located in Santa Rosa County between Pensacola and Pensacola Beach. Pensacola Beach is a popular destination for tourists and attracts thousands of tourists monthly; the amount of traffic passing through the City of Gulf Breeze has dramatically increased over the last three years. Recent DOT traffic surveys show 57,000 vehicles daily passing through the City of Gulf Breeze. The city is bisected by U.S. Highway 98, which is a major artery that serves as the only link between military bases, businesses and tourism in Pensacola, Pensacola Beach and Fort Walton Beach. Gulf Breeze is centered between several military bases. The popularity of Pensacola Beach has increased exponentially. The main thoroughfare to Pensacola Beach is this four lane highway (US Hwy 98) which extends from Pensacola through the heart of Gulf Breeze to Pensacola Beach. The traffic counts for 2008-2011 that passed through Gulf Breeze enroute to Pensacola Beach are as follows:

	2008	2009	2010	2011	2010 vs 2011
JANUARY	206,350	211,213	203,645	221,745	18,100
FEBRUARY	246,629	229,806	216,443	266,299	49,856
MARCH	352,798	339,641	342,404	393,098	50,694
APRIL	358,098	351,102	401,054	424,539	23,485
MAY	386,304	415,328	409,969	431,373	21,404
JUNE	389,074	449,946	425,779	460,056	34,277
JULY	414,721	469,504	424,506	495,364	70,858
AUGUST	347,451	368,815	344,486	390,854	46,368
SEPTEMBER	281,976	298,834	338,276	317,798	-20,478
OCTOBER	259,655	273,354	316,911	302,302	-14,609
NOVEMBER	212,454	229,080	242,474	238,267	-4,207
DECEMBER	206,597	208,100	223,493	238,557	15,064
Annual Totals	3,662,107	3,844,723	3,889,440	4,180,252	290,812

The traffic count totals noted above are only inclusive of the vehicles traveling through Gulf Breeze going to Pensacola Beach and do not account for the large amount of vehicles that travel through Gulf Breeze going towards US Hwy 98 e/b towards Destin and Ft. Walton Beach. During specific times during the day and specific periods during the year, traffic flow through the City of Gulf Breeze is "stop and go" due to the multitude of vehicles attempting to travel through the few red lights that line the city passage. This type of traffic flow is conducive to crashes occurring from distracted driving such as "texting while driving". A recent survey taken by our police department indicates that 23% of drivers travelling on US Hwy 98 through Gulf Breeze are using their phones, either texting or talking. This percentage of persons using their phones at the time at which the high school releases increases greatly. At high school release time, the recent survey by our department shows 41% of high school students use their phone as they exit the school parking lot.

The population in Santa Rosa County has been on the increase for the last many years. The last decade reported a 29% increase in population size for Santa Rosa County.

Proposed Solution: (Explain the countermeasures that you plan to implement to correct the problem and how the funding that you have requested will support those countermeasures.)

The Gulf Breeze Police Department will implement a texting and driving awareness program in our local middle school and high school in the City of Gulf Breeze, Santa Rosa County. We will help educate the community on the importance of not texting and driving while operating a motor vehicle. Gulf Breeze Police Department's Texting and Driving Awareness Program will make this equipment available to other local agencies upon request. The Gulf Breeze Police Department will provide simulated presentations on the importance of not texting while driving, disseminate press releases of educational efforts to the media market. The simulated presentations will be accomplished by using the VT Touch Texting and Driving Simulator System which would be purchased with these grant funds. These press releases will include information regarding special events, announcements, and upcoming simulated presentations, etc. The Gulf Breeze Police Department will participate in fairs, community events, school functions, etc. to promote not texting and driving. We will post signs that promote "No Texting and Driving". The Gulf Breeze Police Department will also utilize a message board to communicate a periodic reminder for everyone in Gulf Breeze to "No texting while driving". The Gulf Breeze Police Department participated in all FDOT sponsored enforcement/awareness waves during 2009, 2010 and 2011 and will participate in all of the 2012 enforcement waves. We are committed to enforcing these laws and reporting the data on time. Gulf Breeze Police Department will continue to promote traffic safety items to the motoring public.

Project Objectives: (List the short term goals that you have for the project. Some should be quantifiable, such as, "To reduce the number of people killed and injured in crashes by 5% compared to last year's statistics.")

To increase the awareness in Gulf Breeze Schools about the dangers of "Texting while Driving".

To increase officer's awareness of the dangers of "Texting while Driving".

To raise public awareness about the dangers of "Texting while Driving".

To participate in at least 10 community events and/or high school aged campagins promoting the awareness of the dangers of "Texting while Driving".

Evaluation: (Explain how you will determine if the project is a success.)

Record the number of officers who experience the "Texting while Driving" simulator and have them complete a survey as to the effectiveness of this simulated program.

Record the number of community events participated in promoting the awareness of the dangers of "Texting while Driving".

Conduct pre and post "Texting while Driving" observational surveys at the year beginnning versus the year end.

Participate in all Florida "Distracted Driving" campagins.

